

1 **Programmatic Agreement**
2 among
3 **Federal Highway Administration**
4 **U.S. Army Corps of Engineers, Seattle District**
5 **Washington State Historic Preservation Officer**
6 **Washington State Department of Transportation**
7 and
8 **The Advisory Council on Historic Preservation**
9 Implementing
10 **Section 106 of the National Historic Preservation Act**
11 for the
12 **SR 520, I-5 to Medina: Bridge Replacement and HOV Project**
13
14

15 **WHEREAS**, the Washington State Department of Transportation (WSDOT) plans to construct
16 the SR 520, I-5 to Medina Bridge Replacement and HOV Project (hereinafter “the Project”); and

17 **WHEREAS**, the integral components of the Project include:

- 18 • six lanes (two general-purpose lanes and one HOV lane in each direction);
- 19 • new structures replacing vulnerable bridges – Governor Albert D. Rosellini (Evergreen
20 Point), West Approach, and Portage Bay;
- 21 • interchanges at Montlake Boulevard and at I-5;
- 22 • a second bascule bridge across the Montlake Cut;
- 23 • a landscaped lid between Montlake Boulevard and the Lake Washington shoreline and a
24 landscaped lid between 10th Avenue East and Delmar Drive East; and
- 25 • a bicycle and pedestrian path on the I-5 overpass at East Roanoke Street

26 as will be identified in *SR 520, I-5 to Medina: Bridge Replacement and HOV Project Final*
27 *Environmental Impact Statement and Section 4(f) and 6(f) Evaluations* (Final EIS); and

28 **WHEREAS**, the U.S. Department of Transportation, Federal Highway Administration (FHWA)
29 plans to provide assistance to the Project pursuant to the Federal-Aid Highway Program as
30 described in Title 23 U.S.C. §101 et seq.; and

31 **WHEREAS**, FHWA has determined that the Project is an undertaking, as defined in 36 CFR
32 §800.16(y), and thus is subject to review under Section 106 of the National Historic Preservation
33 Act (NHPA), 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

34 **WHEREAS**, WSDOT anticipates applying for a permit under Section 404 of the Federal Water
35 Pollution Control Act, 33 U.S.C. §1251 et seq., from the U.S. Army Corps of Engineers
36 (USACE); and

37 **WHEREAS**, USACE has determined that authorization of Section 404 permits is an
38 undertaking, as defined in 36 CFR §800.16(y), and thus is subject to review under Section 106 of
39 the NHPA, 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

1 **WHEREAS**, FHWA will be the lead federal agency for this undertaking and has consulted with
2 USACE regarding resolution of the adverse effects of the Project through this Programmatic
3 Agreement (Agreement); and

4 **WHEREAS**, FHWA and WSDOT have consulted with the Washington State Historic
5 Preservation Officer (SHPO), interested and affected Indian tribes, and other parties with a
6 demonstrated interest in the effects of the Project on historic properties, pursuant to 36 CFR
7 §800.2; and

8 **WHEREAS**, FHWA has invited the Advisory Council on Historic Preservation (ACHP) to
9 participate in consultations concerning the effects of the Project on historic properties and
10 resolution of adverse effects, and the ACHP has agreed to participate in such consultations; and

11 **WHEREAS**, FHWA has requested that WSDOT, in consultation with SHPO, interested and
12 affected Indian tribes, and other consulting parties, determine the appropriate area of potential
13 effects (APE) for the Project and conduct cultural resource studies constituting a reasonable and
14 good faith effort to identify historic properties within the APE pursuant to 36 CFR §800.4; and

15 **WHEREAS**, the cultural resource studies within the APE have resulted in the identification of
16 367 properties listed in the National Register of Historic Places (NRHP) or eligible for listing
17 either individually or as contributing properties within historic districts; and

18 **WHEREAS**, FHWA has determined that the Project will have an adverse effect on historic
19 properties; and

20 **WHEREAS**, FHWA and WSDOT carried out consultations with SHPO, interested and affected
21 Indian tribes, and other consulting parties to identify measures to resolve adverse effects
22 pursuant to 36 CFR §800.6, resulting in development of this Agreement; and

23 **WHEREAS**, the Muckleshoot Indian Tribe, the Snoqualmie Indian Tribe, the Suquamish Tribe,
24 and the Tulalip Tribes (the Tribes), federally recognized tribes that attach religious and cultural
25 significance to historic properties that will be affected by the Project, have been consulted about
26 the Project and have been invited to concur in this Agreement; and

27 **WHEREAS**, the Puyallup Tribe of Indians was consulted and deferred to the tribes mentioned
28 above with regard to the Foster Island Traditional Cultural Property; and

29 **WHEREAS**, the Nisqually Indian Tribe and the Yakama Nation were informed about the
30 Project and will be consulted as required if future design or construction decisions indicate that
31 the undertaking will affect areas of significance for these tribes; and

32 **WHEREAS**, the Tribes, in consultation with FHWA, SHPO, and ACHP, have chosen to execute
33 a separate government-to-government document concerning resolution of adverse effects on the
34 Foster Island traditional cultural property; and

35 **WHEREAS**, this government-to-government document is incorporated by reference into this
36 Agreement; and

37 **WHEREAS**, the City of Seattle, the King County Historic Preservation Office, the University of
38 Washington, and the National Oceanic and Atmospheric Administration, Northwest Fisheries
39 Science Center (NOAA) participated in consultations and have been invited to concur in this
40 Agreement; and

41 **WHEREAS**, the Washington Trust for Historic Preservation, the Historic Seattle Preservation
42 Foundation, the Friends of Seattle's Olmsted Parks, and the Washington Park Arboretum
43 Foundation participated in consultations and have been invited to concur in this Agreement; and

44 **WHEREAS**, the Portage Bay/Roanoke Park Community Council, the Montlake Community
45 Club, the Concerned Citizens of Montlake – SR 520, the North Capitol Hill Neighborhood
46 Association, the Eastlake Community Council, the Shelby-Hamlin Residents, and the Seattle
47 Yacht Club participated in consultations and have been invited to concur in this Agreement; and

1 **WHEREAS**, the Madison Park Community Council reviewed this Agreement and has been
2 invited to concur in the Agreement; and

3 **WHEREAS**, execution of this Agreement as a concurring party does not necessarily indicate
4 that the party endorses all stipulations of the Agreement or is of the opinion that all appropriate
5 stipulations have been included in the Agreement;

6 **NOW THEREFORE**, FHWA, USACE, ACHP, SHPO, and WSDOT agree that the Project
7 shall be implemented in accordance with the following stipulations in order to take into account
8 the effects of the Project on historic properties.

9
10 **Background**

- 11
- 12 1. A schematic representation of the Project components, overlaid on a drawing of the project
13 area, appears as Appendix A of this Agreement.
 - 14 2. A map of the APE for the Project, as determined after consultation with the consulting
15 parties, appears as Appendix B.
 - 16 3. The historic properties identified within the APE for the Project are described in *Section 106*
17 *Technical Report, SR 520, I-5 to Medina: Bridge Replacement and HOV Project*, and also in
18 the Final Cultural Resources Assessment and Discipline Report that was prepared in support
19 of the Final EIS.
 - 20 4. The historic properties that will be affected in ways that will diminish their integrity as a
21 result of the Project are listed in Appendix C.
 - 22 5. Potential haul routes in Seattle that have been identified for the Project based on the best
23 information available at the time of execution of this Agreement are shown in Appendix D.
 - 24 6. Web links for all standards and guidance referenced in the stipulations of this Agreement are
25 provided in Appendix E.
 - 26 7. All measures for resolving the adverse effects of the Project are described in the stipulations
27 of this Agreement. Appendix F provides a matrix showing the relationship between the
28 construction phases of the Project and the implementation of the stipulations of this
29 Agreement.
 - 30 8. Under the *First Amended Programmatic Agreement Implementing Section 106 of the*
31 *National Historic Preservation Act for the Federal-aid Highway Program in Washington*
32 *State Administered by the Federal Highway Administration* (see Appendix E), FHWA,
33 ACHP, WSDOT, and DAHP have agreed to delegate certain authorities relating to Section
34 106 of the NHPA to WSDOT for Federal-aid Highway projects in Washington State.
 - 35 9. All acronyms used in this Agreement are defined in the list of acronyms following the
36 signature pages.
 - 37 10. The stipulations below use the term “DAHP” (Washington State Department of Archaeology
38 & Historic Preservation) when referring to participation by the Washington SHPO and SHPO
39 staff.
 - 40 11. As used in this Agreement, “maximum extent practicable” means capable of being done with
41 available means and with consideration of cost, funding, safety, schedule, and applicability of
42 the proposed mitigation for the effects of the project as identified through the Section 106
43 consultation process.
 - 44 12. As used in this Agreement, “historic preservation enhancements” may include work
45 performed outside the APE which mitigates effects on historic properties within the APE.

1
2 **Stipulations**
3

4 Although FHWA has delegated to WSDOT the responsibility for completing many of the
5 commitments made in this Agreement, as the lead federal agency for the Project, FHWA shall
6 ensure that the following stipulations are carried out:
7

8 **I. Evergreen Point Bridge**

- 9 A. WSDOT will prepare Level II Historic American Engineering Record (HAER)
10 documentation of the Evergreen Point Bridge, including photographs, reproductions of
11 selected as-built drawings, and a written history.
- 12 B. WSDOT will provide this documentation to DAHP and to the National Park Service
13 Historic American Buildings Survey/Historic American Engineering Record
14 (HABS/HAER) program, with copies being provided to the Museum of History and
15 Industry (MOHAI) and the Eastside Heritage Center.
- 16 C. WSDOT will include a summary of the documentation collected in stipulation I.A. and a
17 selection of the photos on the interpretive website proposed in stipulation VII.I.

18 **II. West Approach**

- 19 A. Measures to resolve adverse effects of the Project on the Foster Island tribal traditional
20 cultural property are described in a separate government-to-government document
21 developed among the affected and concerned Indian tribes and FHWA and USACE. This
22 document is incorporated herein by reference.
- 23 B. WSDOT will consult with the Arboretum and Botanical Garden Committee (ABGC),
24 interested Indian tribes, and other stakeholders, including homeowners in surrounding
25 areas and Friends of Seattle's Olmsted Parks, to develop an aesthetic design for the west
26 approach and surrounding area. The design will incorporate mechanisms of crime
27 prevention through environmental design (CPTED) to the maximum extent practicable
28 (see Appendix E).
- 29 C. WSDOT will consult with ABGC, interested Indian tribes, and other stakeholders,
30 including homeowners in surrounding areas and Friends of Seattle's Olmsted Parks, to
31 develop a landscape design, including grading and planting, within the WSDOT
32 peninsula and current ramp locations. The design may include habitat and wetland
33 restoration and enhancement projects as appropriate.
- 34 D. WSDOT will facilitate tribal and ABGC coordination concerning landscape planning and
35 management of Foster Island as needed.
- 36 E. WSDOT will use quieter concrete pavement on the west approach structure, will
37 maintain the highway surface for safety, and will monitor quieter concrete pavement for
38 safety every two years and at least quarterly for noise performance over a period of four
39 years. Results of the quieter concrete pavement noise monitoring throughout the corridor
40 will be provided to concurring parties to this Agreement when available.
- 41 F. WSDOT will place sound-absorptive material on the inside face of the currently planned
42 four-foot barriers along the west approach structure.
- 43 G. If noise walls are identified in the Final EIS as being warranted, WSDOT will work with
44 the concurring parties to this Agreement on design elements of the walls, including
45 barrier materials and surface treatments.

1 H. WSDOT will consult with affected property owners and the ABGC about design and
2 location for plantings to create visual buffers between East Lake Washington Boulevard
3 residences and the west approach structure beyond the eastern edge of the Montlake lid as
4 part of planning for the WSDOT peninsula once the SR 520 ramps are removed.

5 **III. Montlake Interchange**

6 A. Montlake Boulevard and Lake Washington Boulevard

- 7 1. WSDOT will consult with DAHP and the concurring parties to this Agreement, as
8 well as affected property owners, about the final design for changes to Lake
9 Washington Boulevard necessitated by the Project.
- 10 2. To the maximum extent practicable, WSDOT will ensure that changes to Lake
11 Washington Boulevard are consistent with the City of Seattle Olmsted park design
12 standards, including park furniture standards (see Appendix E).
- 13 3. WSDOT will ensure that the portion of the Montlake Boulevard median to be
14 partially removed is re-established such that it retains the Olmsted plan to the
15 maximum extent practicable.
- 16 4. Within the area of Montlake Boulevard where WSDOT plans modifications to
17 medians, WSDOT will consult with the concurring parties to this Agreement and
18 other stakeholders as appropriate on design, wording, and placement of a sign about
19 the Alaska Yukon Pacific Exposition and the Olmsted design. This sign will be
20 developed as part of the process described in stipulation III.C.3.
- 21 5. WSDOT will prepare an NRHP Multiple Property Documentation Form for Seattle's
22 Olmsted Parks and Boulevards and prepare the associated nomination form for Lake
23 Washington Boulevard. This material will be prepared and submitted in a format
24 compatible with both the DAHP and City of Seattle historic property databases.
- 25 6. As part of developing this nomination, WSDOT will scan historic documents related
26 to Lake Washington Boulevard and the Washington Park Arboretum found in the
27 University of Washington Libraries, the Museum of History and Industry, and the
28 City of Seattle Archives to archival standards and, subject to rights restrictions,
29 provide the scanned documents to the Friends of Seattle's Olmsted Parks, King
30 County, and the City of Seattle.
- 31 7. WSDOT will consult with Seattle Parks and Recreation to determine whether the
32 department would be willing to have a sign or some other indicator of the significance
33 of Lake Washington Boulevard as an Olmsted property placed on the small piece of
34 Seattle Parks and Recreation property at the southeast corner of Montlake Boulevard
35 and Lake Washington Boulevard. If the department is willing to accept this proposal,
36 WSDOT will consult with the department, the Friends of Seattle's Olmsted Parks,
37 and the Montlake Community Club to design the sign or other marker and will have it
38 fabricated and placed on the Seattle Parks and Recreation property. This sign will be
39 developed as part of the process described in stipulation III.C.3.

40 B. Montlake Lid

- 41 1. In collaboration with the Seattle Design Commission (SDC), the Seattle Landmarks
42 Preservation Board, DAHP, and the concurring parties to this Agreement, WSDOT
43 will create a landscape design plan for the Montlake lid that is compatible with the
44 historic character of the Montlake Historic District. This plan will include plantings
45 and urban design elements, possibly including median and planter strip design,
46 interpretive signage, and bus shelter coordination and design.
- 47 2. WSDOT may include historically compatible interpretive exhibits and markers in the
48 lid design. If the design process identifies such exhibits or markers as being desirable,

1 they should include information about the evolution of the Olmsted landscape and the
2 effects of SR 520 on that landscape. Exhibits should note that the lid reconnects
3 communities and recovers the landscape connections that were important historically
4 within the landscape of Seattle.

- 5 3. WSDOT will ensure that the design of the Montlake Boulevard median strip across
6 the lid reflects the historical connection between Montlake Boulevard and Lake
7 Washington Boulevard; this median should reflect the original design principles of
8 Lake Washington Boulevard and other Olmsted-designed boulevards in Seattle to the
9 degree possible.
- 10 4. WSDOT will provide for the use of underground wiring on the Montlake lid to the
11 maximum extent practicable.

12 C. Historic Preservation Enhancements

- 13 1. To facilitate future historic preservation planning efforts within the Montlake
14 community, WSDOT will complete a survey of contributing and noncontributing
15 properties within the Montlake Historic District and prepare an NRHP nomination for
16 the district, consistent with DAHP and NRHP standards.
 - 17 a. WSDOT will coordinate with DAHP and the Montlake Community Club to
18 identify appropriate opportunities for club members to participate in this effort as
19 volunteers.
 - 20 b. Survey materials will be compiled and submitted in a format compatible with both
21 the DAHP and City of Seattle historic property databases.
- 22 2. Once construction of the lid is complete, WSDOT will re-establish a visual buffer on
23 or adjacent to the remaining Canal Reserve Lands south of historic properties on East
24 Hamlin Street. This buffer will be designed in consultation with the SDC and the
25 affected property owners.
- 26 3. WSDOT will assist the concurring parties to this Agreement to develop a sign plan
27 for historic markers or signage for the Montlake Historic District. Once the sign plan
28 is approved by WSDOT, in consultation with DAHP and the City of Seattle, WSDOT
29 will fund fabrication and installation of up to five historic markers or signs within the
30 district. The information from the markers/signage may become part of the project-
31 wide educational website proposed in stipulation VII.I.
- 32 4. The MOHAI clock tower, bell, and cannon are iconic features of the Montlake
33 Historic District. If MOHAI chooses not to relocate these features elsewhere and is
34 willing to donate them to the City of Seattle, WSDOT will coordinate with MOHAI,
35 the appropriate offices within the City of Seattle (including Seattle Parks and
36 Recreation), and the concurring parties to this Agreement to determine whether these
37 features can be preserved and reused in East Montlake Park or elsewhere within the
38 Montlake Historic District.
- 39 5. If the clock tower, bell, and cannon remain within the historic district, WSDOT will
40 coordinate with the City of Seattle to identify maintenance and long-term
41 responsibilities for these items.

42 IV. Second Bascule Bridge

43 A. Protective Measures for Nearby Historic Properties

- 44 1. In consultation with DAHP, the Seattle Landmarks Preservation Board, and the
45 concurring parties to this Agreement, WSDOT will ensure that safeguards are in
46 place such that, to the maximum extent practicable, the historic Montlake Bridge is
47 protected from physical damage during construction of the new bascule bridge.

- 1 2. In consultation with DAHP, the University of Washington, and any other concerned
2 concurring parties to this Agreement, WSDOT will ensure that safeguards are in
3 place such that, to the maximum extent practicable, vibration, excavations, and heavy
4 equipment do not affect the Canoe House or contributing properties within the
5 Montlake Historic District during construction of the new bascule bridge. No
6 construction staging or storage will occur south of the East Campus Bicycle Route in
7 the immediate vicinity of the Canoe House.
- 8 3. WSDOT will consult with nearby property owners, the Montlake Community Club,
9 the City of Seattle, and DAHP on feasible ways to provide a visual buffer between
10 Montlake Boulevard and the new bridge and those historic properties that are adjacent
11 to the boulevard and bridge. Any agreed upon measures will be implemented as early
12 as practicable in the construction process for the second bridge.
- 13 4. During construction of the second bascule bridge, WSDOT will maintain access
14 through the Montlake Cut for marine traffic, except for a few short periods of time
15 when the spans are being erected. During these periods (estimated at up to five total,
16 ranging from several hours to two work days), the Montlake Cut will be closed to
17 marine traffic. None of these closures will take place during the traditional Opening
18 Day events period as described in stipulation VII.B.2.f.

19 B. Design of the Second Bridge

- 20 1. In consultation with DAHP, SDC, the Seattle Landmarks Preservation Board, the
21 concurring parties to this Agreement, and the public, WSDOT will develop a design-
22 review process for the new bridge that will ensure context-sensitive design and
23 consistency with the Secretary of the Interior's Standards for the Treatment of
24 Historic Properties and the City of Seattle's historic preservation standards (see
25 Appendix E).
- 26 2. WSDOT will ensure that the design for the new bascule bridge is compatible with the
27 existing bridge and neither competes with nor replicates that bridge.
- 28 3. If necessary, WSDOT will secure the services of an outside design expert with the
29 appropriate experience in historic bridge design compatibility.
- 30 4. WSDOT will ensure that access to the Ship Canal Waterside Trail will be maintained
31 throughout construction of the new bridge. Full access to the trail will be re-
32 established once bridge construction is completed; the nature of this access will be
33 determined as part of the bridge design process.

34 C. Contributing Properties Slated for Removal

- 35 1. WSDOT will facilitate efforts to relocate the two contributing houses in the Montlake
36 Historic District (2904 and 2908 Montlake Boulevard) slated for removal to
37 accommodate the second bridge.
- 38 2. WSDOT will consult with concurring parties to this Agreement to make the
39 availability of these properties known through appropriate venues.
- 40 3. Whether these properties are relocated or not, WSDOT will record them to DAHP
41 Level III standards (see Appendix E).
- 42 4. If no party willing to acquire and relocate these structures is identified within three
43 months of the initial offering, WSDOT will ensure that they are deconstructed in such
44 a way as to allow for salvage of architectural elements such as doors, windows,
45 moldings, etc., for reuse, and will make the availability of these elements known
46 through appropriate venues.

- 1 5. If the structures at 2904 and 2908 Montlake Boulevard are removed rather than being
2 relocated, WSDOT will undertake planning for and disposal of any resultant
3 hazardous materials.

4 **V. Portage Bay Bridge**

5 **A. Bridge Design**

- 6 1. WSDOT is committed to a Context-Sensitive Solutions (see Appendix E) approach
7 for the replacement of the Portage Bay Bridge.
 - 8 a. In consultation with SDC, DAHP, the concurring parties to this Agreement, and
9 the public, WSDOT will develop a design-review process for the new bridge that will
10 address overall urban design.
 - 11 b. If necessary, WSDOT will secure the services of an outside design expert with
12 appropriate experience in designing new bridges within historically sensitive areas.
- 13 2. WSDOT will use quieter concrete pavement on the bridge, will maintain the highway
14 surface for safety, and will monitor quieter concrete pavement for safety every two
15 years and at least quarterly for noise performance over a period of four years. Results
16 of the quieter concrete pavement noise monitoring throughout the corridor will be
17 provided to concurring parties to this Agreement when available.
- 18 3. WSDOT will place sound-absorptive material on the inside face of the currently
19 planned four-foot barriers along both sides of the structure.
- 20 4. WSDOT will place noise-absorbing materials along expansion joints and will
21 consider other noise-reducing measures as part of the bridge design process.
- 22 5. In consultation with the concurring parties to this Agreement, WSDOT will include
23 improved open space as part of the bridge design, making the space under the bridge
24 usable while incorporating the mechanisms of CPTED to the maximum extent
25 practicable.
- 26 6. The East Roanoke Street exit from SR 520 will be maintained at its current single-
27 lane capacity.

28 **B. Agreement on Resolving Adverse Effects on the NOAA Northwest Fisheries Science 29 Center**

- 30 1. WSDOT is in the process of negotiating an agreement with NOAA to avoid damage
31 to the historic structures or interruption of the historic research functions at the
32 Northwest Fisheries Science Center. This agreement will address effects from noise,
33 air quality, and vibration as a result of SR 520 construction.
- 34 2. WSDOT and NOAA intend to develop a package of mitigation measures that is
35 mutually agreed upon at a staff level by May 2011, and then elevate these
36 recommendations to policy-level managers at both agencies for approval. The timing
37 for approval by both agencies of a final set of measures to resolve adverse effects
38 cannot be identified with certainty, but is anticipated to be late spring or early
39 summer 2011.
- 40 3. When the set of resolution measures has been approved by both agencies, WSDOT
41 will propose an amendment to this Agreement, as provided for in stipulation XI,
42 incorporating the agreed-upon resolution measures into this Agreement.
- 43 4. WSDOT will make parking under the bridge available to NOAA employees again
44 after completion of construction, pending approval of an airspace lease.

1 C. Historic Preservation and Community Enhancements

- 2 1. As mitigation for the multi-year visual, audible, and atmospheric intrusions into the
3 setting of the historic properties of the Portage Bay/Roanoke Park community,
4 WSDOT will assist the community in their future historic preservation planning
5 efforts by recording the houseboats currently docked on the west shore of Portage
6 Bay between University Bridge and the Queen City Yacht Club docks. WSDOT will
7 also evaluate the NRHP eligibility of these properties, both individually and as a
8 potential district. Survey materials will be compiled and submitted in a format
9 compatible with both the DAHP and City of Seattle historic property databases.
- 10 2. WSDOT will adapt the information in the Roanoke Park Historic District National
11 Register nomination into a digital format suitable for submission to the City of Seattle
12 historic property database.
- 13 3. Through the design of the Preferred Alternative, WSDOT will connect the Bill
14 Dawson Trail and the Ship Canal Waterside Trail via the Arboretum Waterfront Trail.
- 15 4. In partnership with Seattle Parks and Recreation, WSDOT will install appropriate
16 retaining wall treatments and lighting along the Bill Dawson Trail to enhance the user
17 experience and promote safety.

18 **VI. Delmar Drive/10th Avenue Lid and I-5 Interchange**

19 A. 10th Avenue/Roanoke Street intersection

- 20 1. WSDOT will adopt the design for the 10th Avenue/Roanoke Street intersection
21 negotiated between the Seattle Department of Transportation (SDOT) and the
22 adjacent neighborhoods, provided the neighborhoods continue to support the agreed-
23 upon design.
- 24 2. This design agreement with the communities must be in place prior to final design for
25 the Delmar Drive/10th Avenue lid.
- 26 3. WSDOT will coordinate any plans for the addition of medians or other traffic
27 calming devices to this design with SDOT and the adjacent neighborhoods.

28 B. Delmar Drive/10th Avenue Lid Design

- 29 1. In collaboration with the SDC, Seattle Landmarks Preservation Board, DAHP, and
30 the concurring parties to this Agreement, and using the services of a landscape
31 architect, WSDOT will create a landscape design plan for the Delmar Drive/10th
32 Avenue lid.
- 33 2. This design will be compatible with the historic character of the Roanoke Park
34 Historic District and other adjacent historic properties.
- 35 3. This collaborative plan may include provisions for some or all of the following:
- 36 a. design, fabrication, and installation of historically compatible interpretive markers
37 describing the evolution of the Olmsted landscape and the effects of SR 520 on
38 the landscape. If adopted as part of the design plan, exhibits should note that the
39 lid reconnects communities and recovers the landscape connections that were
40 important historically within the landscape of Seattle;
- 41 b. incorporating Olmsted characteristics, perhaps using the Seattle Olmsted design
42 standards as guidelines, into the design of the lid and the Bagley viewpoint;
- 43 c. a context-sensitive design blending the lid gracefully into the hillslope to the
44 south;

- d. retaining or replacing existing fences on the south side of the lid with context-sensitive barriers or fences to protect the security of surrounding homes;
 - e. tagging of any mature trees to be removed and notification to the community before construction plans are finalized;
 - f. incorporating mechanisms of CPTED (see Appendix E) to the maximum extent practicable.
4. An earlier collaborative effort between WSDOT and the Portage Bay/Roanoke Park and North Capitol Hill communities addressed lid design with the goal of retaining as many of the existing trees and as much of the existing hill contour as possible. Design elements from these earlier discussions will be carried forward for consideration in the final design, but details such as curb bed design, retention or replacement of the current features of Bagley Viewpoint, and location of signage will be determined through the collaborative design process.
 5. The lid design may include the marker rock and memorial bench currently located at Bagley Viewpoint, provided that the City of Seattle, which owns these items, agrees.
 6. WSDOT will maintain as much mature vegetation as possible on all sides of the lid.
 7. WSDOT will provide for the use of underground wiring on the Delmar Drive/10th Avenue lid to the maximum extent practicable.

C. I-5 Interchange

1. WSDOT will use quieter concrete pavement on all elements of the Project west of the Portage Bay Bridge, including the new HOV ramp. WSDOT will maintain the highway surface for safety, and will monitor quieter concrete pavement for safety every two years and at least quarterly for noise performance over a period of four years. Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement when available.
2. WSDOT will consult with appropriate concurring parties to this Agreement during the design process for the I-5 interchange about the aesthetic treatment of the flyover HOV ramp and potential measures for protecting views of and from historic properties.
3. Where new right-of-way fence is required in the Portage Bay/Roanoke Park and North Capitol Hill communities, WSDOT will consult with those communities about the possibilities for visually compatible fencing.
4. WSDOT will consult with the concurring parties to this Agreement and SDC to develop the landscape design for the bicycle/pedestrian path on the I-5 overpass at East Roanoke Street.

D. Historic Preservation Enhancements

1. WSDOT will assist the Portage Bay/Roanoke Park Community Council, as a concurring party to this Agreement, to develop a sign plan for historic markers or signage for the Roanoke Park Historic District. Once the sign plan is approved by WSDOT, in consultation with DAHP and the SDC, WSDOT will fund fabrication and installation of up to five historic markers or signs at the major entrances to the district. WSDOT will consult with City of Seattle and Portage Bay/Roanoke Park Community Council on a process for ensuring maintenance of the signs.
2. As mitigation for the multiyear visual, audible, and atmospheric intrusions into the setting of the historic properties of the North Capitol Hill community, WSDOT will assist them in their future historic preservation planning efforts by recording and evaluating the Billodue House at 2333 Broadway Avenue East for NRHP eligibility.

1 Survey materials will be compiled and submitted in a format compatible with both the
2 DAHP and City of Seattle historic property databases.

- 3 3. WSDOT will preserve in place the trees along the north and south sides of SR 520
4 between I-5 and the Portage Bay Bridge to the maximum extent practicable. Trees
5 that must be removed during construction will be replaced after construction, where
6 practicable, per City of Seattle requirements (see Appendix E). There will be public
7 involvement with both the Portage Bay/Roanoke Park and North Capitol Hill
8 communities in developing the vegetation management activities (stipulation
9 VIII.C.4.c.) for this area.
- 10 4. WSDOT will use visual barriers (e.g., orange construction fencing) to mark limits of
11 allowed disturbance in order to protect trees (including their root systems out to the
12 drip line to the maximum extent practicable) and other screening vegetation identified
13 as being retained and protected in place either inside or bordering on the construction
14 area.
- 15 5. WSDOT will revegetate the SR 520 roadside areas from I-5 to the Delmar Drive/10th
16 Avenue lid according to WSDOT standards (see Appendix E), but will consult with
17 the Portage Bay/Roanoke Park and North Capitol Hill communities to identify and
18 select plantings compatible with the historic character of the area to the maximum
19 extent practicable.

20 **VII. Project-wide Measures to Resolve Adverse Effects**

21 **A. Treatment of Archaeological Historic Properties**

- 22 1. This stipulation describes additional subsurface archaeological investigations that will
23 be carried out prior to construction for each of the construction components of the
24 Project. Through these measures, WSDOT will identify currently unknown
25 archaeological properties within the limits of construction, evaluate their eligibility to
26 the NRHP, resolve any adverse effects to such properties, and establish a process for
27 managing any previously unknown properties discovered during Project construction.
- 28 2. Areas identified for further inventory
 - 29 a. WSDOT, in the Project *Section 106 Technical Report: Volume 1, Archaeology*
30 (Elder et al. 2011) has identified areas within the current APE for additional
31 subsurface archaeological investigations.
 - 32 b. WSDOT has identified, or will identify, sites for aquatic and wetland mitigation
33 purposes which have not been inventoried for the presence of historic properties.
 - 34 c. As-yet unanticipated design modifications or project elements may result in
35 effects to areas outside the current construction footprint. These areas may not
36 have been evaluated for the presence of historic properties.
- 37 3. Treatment Plan to Assess and Resolve Effects on Archaeological Properties
 - 38 a. A Treatment Plan for archaeological historic properties not identified to date will
39 be developed in consultation with SHPO, USACE, affected tribes, and relevant
40 local governments.
 - 41 b. The Treatment Plan shall include:
 - 42 i. A process consistent with, and reflective of, Section 106 of the National
43 Historic Preservation Act to inventory historic properties, evaluate project
44 effects on historic properties, and resolve adverse effects on historic
45 properties, involving appropriate agencies, tribes, and consulting parties.

- 1 ii. Expectations and survey design for completing inventory of the identified
2 in-corridor additional investigation locations.
- 3 iii. Expectations and survey design for presently identified natural resource
4 mitigation sites.
- 5 iv. A strategy for the systematic exploration of those areas where
6 archaeological properties are anticipated in the APE. The strategy will also
7 present methods for targeted excavations in areas considered sensitive for
8 the presence of buried archaeological resources.
- 9 v. A summary of anticipated archaeological property types, including pertinent
10 research domains and data requirements.
- 11 vi. Documentation and recording standards for newly-discovered resources
12 determined to be not eligible for the NRHP.
- 13 vii. Data collection, analysis, and reporting standards for NRHP-eligible
14 resources consistent with DAHP guidelines (see Appendix E).
- 15 viii. A monitoring plan for areas identified for archaeological monitoring.
- 16 ix. Mechanisms for stakeholder and public outreach and involvement.
- 17 x. Mechanisms to resolve as-yet unidentified adverse effects. Should such
18 resolution of adverse effects become necessary, WSDOT will propose an
19 amendment to this Agreement as provided for in stipulation XI,
20 incorporating the agreed upon resolution measures into this Agreement.
- 21 4. The Treatment Plan shall be implemented prior to commencement of major
22 construction activities with potential to affect unidentified historic properties.
- 23 5. Unanticipated Archaeological Discoveries
- 24 a. WSDOT has an active Unanticipated Discovery Protocol (UDP) for the project
25 (see Appendix E) that shall be in force for all construction activities.
- 26 b. The UDP shall be incorporated into the Treatment Plan and amended in
27 consultation with SHPO as necessary.
- 28 B. Access to Historic Properties
- 29 1. Except for unavoidable brief periods, for which advance notice will be provided to
30 affected property owners, WSDOT will maintain access to all historic properties
31 during construction. For any interrupted access, WSDOT will consult with affected
32 property owners to address those effects which may include the development of an
33 alternate access strategy.
- 34 2. WSDOT will develop a coordination plan with the Seattle Yacht Club (SYC) to
35 minimize disruption of historically significant activities at the SYC Main Station and
36 on Portage Bay, the Montlake Cut, and Union Bay during construction. This plan
37 will, at a minimum, address the following issues:
- 38 a. key periods during which SYC considers both water access and land access to its
39 facilities particularly crucial;
- 40 b. ongoing coordination relative to special events such as weddings or watercraft
41 training being held at the SYC or on the water;
- 42 c. provisions for water, vehicular, and pedestrian access to the SYC Main Station for
43 members and guests throughout the construction period;

- 1 d. mechanisms for WSDOT to communicate with SYC about construction schedules
2 on Portage Bay;
- 3 e. prohibition on the use of West Montlake Park for construction staging or other
4 construction-related activities;
- 5 f. provisions for coordination between WSDOT and SYC assuring that construction
6 activities in Portage Bay and the Montlake Cut will not interrupt or interfere with
7 Opening Day events (one week before the first Saturday of May and one week
8 after);
- 9 g. a moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and
10 Union Bay during the Opening Day events period as well as a prohibition on
11 anchoring or mooring pontoons in such a way that they would interfere with
12 Opening Day events; and
- 13 h. a commitment from WSDOT that barge activity (transport, moorage,
14 construction, etc.) will not interfere with the Opening Day events period in
15 Portage Bay.
- 16 3. WSDOT will coordinate with St. Demetrios Church to develop a strategy for ensuring
17 safe and convenient access to the Church grounds and facilities in the event that either
18 the East Lynn Street/19th Avenue or Boyer Avenue potential haul routes or both are
19 chosen for use at any time during Project construction. This strategy will include the
20 following:
 - 21 a. a prohibition on any use of either or both of the potential haul routes during the
22 three calendar days of the annual Greek Festival;
 - 23 b. cessation of any construction-related activities that would limit the parking
24 available in the neighborhood in the vicinity of the Church during the three
25 calendar days of the Greek Festival;
 - 26 c. a requirement that the contractor provide flagmen to assist parishioners entering
27 and exiting the St. Demetrios Church facilities through either the Lynn Street
28 parking lot or the Boyer Avenue entrance during any period of use of either or
29 both potential haul routes. Flagmen will be made available beginning one-half
30 hour before and extending until one-half hour after regularly scheduled Sunday
31 services; and
 - 32 d. a process for ensuring safe and convenient access to the St. Demetrios parking lot
33 for special events, such as the annual fundraising auction, which are scheduled
34 during any period of use of either or both of the potential haul routes.
- 35 4. WSDOT will coordinate with SDOT and St. Demetrios Church to initiate the studies
36 required to determine whether conditions at the intersection of 19th Avenue East and
37 East Lynn Street warrant installation of stop signs or other traffic control measures.
- 38 5. WSDOT will offer to develop a coordination process with St. Patrick's Church to
39 ensure access to the Church grounds and facilities during construction.
- 40 6. WSDOT will offer to develop a coordination process with Seward School to ensure
41 safe access during construction when school is in session.
- 42 7. Except for unavoidable brief periods for which advance notice will be provided,
43 WSDOT will maintain pedestrian access to all historic properties, to St. Patrick's
44 Church, and to local bus stops throughout the construction period.
- 45 8. WSDOT will ensure that access to the actively used portions of the Montlake
46 Playfield is maintained during construction.

1 C. Haul Routes

- 2 1. WSDOT will ensure that, to the maximum extent practicable, the construction
3 contractor utilizes the mainline of I-5, SR 520, and I-90 for all material hauling
4 during construction.
- 5 2. Construction traffic will be limited to city-designated arterials that are defined as
6 truck routes.
- 7 3. WSDOT will provide notification to concurring parties as appropriate when haul
8 routes are selected and when street use permits are requested.
- 9 4. WSDOT will ensure that the roadway surfaces of the selected haul routes within the
10 APE are repaired prior to the start of construction and that the roadway surfaces are
11 maintained throughout the duration of the construction contract in a good condition
12 free of potholes. Should a concurring party identify a concern during construction
13 about a repair or maintenance needed on one of the selected haul routes, WSDOT will
14 coordinate the repair through the community construction management plan to ensure
15 that the repair or maintenance concern is addressed within 72 hours of notification.
- 16 5. WSDOT will consult with the appropriate concurring parties to this Agreement to
17 identify historic properties along selected haul routes within the APE that are
18 potentially vulnerable to vibration.
- 19 a. WSDOT will perform a condition assessment on these properties prior to use of
20 the haul route and again when use of that route is completed.
- 21 b. If any structural or architectural damage to historic properties occurs as a result of
22 project construction activities, WSDOT will work with property owners to assess
23 the cause of the damage and identify and implement any necessary repairs,
24 consistent with the Secretary of the Interior's Standards and Guidelines for the
25 Treatment of Historic Properties (see Appendix E).
- 26 c. If damage is identified by a property owner during construction, the property
27 owner shall notify WSDOT and WSDOT will respond within 72 hours.

28 D. Construction Staging Areas in WSDOT Right-of-Way

- 29 1. As part of construction management planning, WSDOT will work with the adjacent
30 property owners to evaluate and install possible sound-buffering mechanisms
31 between adjacent historic properties and Project construction staging areas.
- 32 2. Only streets designated as arterials by the City of Seattle will be used to move
33 materials into and out of construction staging areas.
- 34 3. To the maximum extent practicable, WSDOT will locate construction sheds,
35 barricades, and material storage away from historic properties, and avoid obscuring
36 views of and from historic properties.
- 37 4. To the maximum extent practicable, WSDOT will install temporary construction
38 screens/barriers (fencing, plantings, etc.) around construction areas so that visual
39 impacts of construction activities on historic properties are minimized. Location and
40 type of screens/barriers will be determined in coordination with the concurring parties
41 and adjacent property owners.
- 42 5. To the maximum extent practicable, WSDOT will avoid placement of temporary
43 work bridges and other short-term construction features where they would require
44 permanent removal of or would damage mature trees.

- 1 6. Once construction is finished, WSDOT will work with adjacent property owners and
2 concurring parties to this Agreement, as part of the urban design process, to restore
3 staging areas as appropriate.
- 4 7. WSDOT will ensure that East Montlake Park remains a viable recreational facility
5 during and after construction.
 - 6 a. Although the northern portion of the park will be closed intermittently for periods
7 lasting less than 6 months during Project construction, the areas of the park not
8 closed to the public during construction will continue to provide access to
9 adjacent Lake Washington and the Montlake Cut.
 - 10 b. After construction, the remaining portion of East Montlake Park will continue to
11 provide the recreational functions that it currently provides.

12 E. Noise Management

- 13 1. WSDOT will comply with the local noise regulations for construction and equipment
14 operation (see Appendix E).
- 15 2. If the Final EIS for the Project determines that noise walls are warranted at any
16 locations within the project area, WSDOT will consult with eligible property owners
17 as defined by FHWA policy, the Seattle Landmarks Preservation Board where
18 appropriate, DAHP, and the concurring parties to this Agreement to determine the
19 aesthetic treatment of the walls and ensure compatibility with the historic character of
20 nearby historic properties. Consultations will follow WSDOT and FHWA policy and
21 procedures (see Appendix E).
- 22 3. WSDOT will use noise-absorptive materials along the four-foot barriers where
23 planned within the corridor, and through the design process will evaluate and
24 implement feasible options for noise-absorptive materials at the portals to lids and
25 along bridge expansion joints.

26 F. Lighting and Glare Management

- 27 1. WSDOT will limit use of construction lighting as much as possible and keep
28 necessary lighting shielded, directed downward, and pointed away from residences
29 and other sensitive areas to the maximum extent practicable.
- 30 2. WSDOT will ensure that permanent lighting and lighted signage throughout the
31 corridor is designed to minimize glare into homes and parks and out over the water.
- 32 3. WSDOT will ensure that lighting planned for the lids is reviewed by the SDC and
33 DAHP to ensure compatibility with the historic setting and residential character of
34 surrounding areas

35 G. Vibration Monitoring and Management

- 36 1. WSDOT has engaged the services of a vibration expert to evaluate the Project
37 corridor, including any potential haul routes along city arterial streets, and to identify
38 areas where vibration may be of concern. The report describing the results of this
39 evaluation will be made available to concurring parties to this Agreement once it has
40 been completed.
- 41 2. Areas under study include historic properties on steep hillsides, the NOAA facility,
42 East Lake Washington Boulevard, the East Lynn Street/19th Avenue potential haul
43 route, and others throughout the Project area.
- 44 3. Hillslopes and other areas that are potentially vulnerable to vibration from Project
45 operation will also be identified through this effort.

- 1 4. To the maximum extent practicable, WSDOT will avoid or minimize vibration
2 impacts from construction on historic properties by implementing best management
3 practices (BMPs) for vibration currently being developed by this expert.
- 4 5. WSDOT will consult with the appropriate concurring parties to this Agreement to
5 identify historic properties adjacent to work zones within the APE that are potentially
6 vulnerable to vibration
 - 7 a. WSDOT will perform a condition assessment on these properties prior
8 construction and again when construction has been completed.
 - 9 b. If any structural or architectural damage to historic properties occurs as a result of
10 project construction, WSDOT will work with property owners to assess the cause
11 of the damage and identify and implement any necessary repairs, consistent with
12 the Secretary of the Interior's Standards and Guidelines for the Treatment of
13 Historic Properties (see Appendix E).
 - 14 c. If damage is identified by a property owner during construction, the property
15 owner shall notify WSDOT and WSDOT will respond within 72 hours.

16 H. Landscaping

- 17 1. WSDOT will coordinate with SDOT to ensure that one of these agencies and/or
18 another specifically identified party will be responsible for maintenance of
19 landscaping installed as part of the Project.
- 20 2. In consultation with the concurring parties to this Agreement, WSDOT will consider
21 requests to install landscaping or landscaped buffers where practicable in areas where
22 buffer zones are being removed or reduced. Such buffers will also be considered
23 where new or relocated traffic lanes would intrude on the character of a historic
24 district or the settings of individual historic properties. These decisions will be made
25 before construction plans are finalized.

26 I. Historic Preservation Enhancement

- 27 1. WSDOT will develop content and create and host a web-based interpretive site on the
28 history of the project area.
- 29 2. Topics to be presented on the site might include:
 - 30 a. information on the historic properties within the APE; the Olmsted plan and the
31 Alaska Yukon Pacific Exposition; and summarized findings of the archaeological
32 investigations
 - 33 b. a redacted, non-confidential report on the ethnography of the project area and
34 Lake Washington
 - 35 c. information about the historic districts and other historic properties of the Project
36 area
- 37 3. The content of this interpretive site will be structured to appeal to the general public
38 (e.g., it will be image heavy and not text heavy) and to be useful for educational
39 purposes (e.g., it may include interactive components and activities suitable for K-12
40 students and educators).
- 41 4. Interested concurring parties to this Agreement will be offered the opportunity to
42 review and comment on content for the website as it is developed.
- 43 5. WSDOT will continue to host the website throughout the Project construction period.
44 Once Project construction is completed, appropriate content from the website will be
45 made available to interested historical and educational organizations for use on other

1 websites, and printed, archivally stable versions of the website will be offered to
2 appropriate community archives.

3 **VIII. Community Construction Management Plan**

- 4 A. WSDOT will develop and implement a community construction management plan
5 (CCMP).
- 6 B. WSDOT will provide an ongoing opportunity for the concurring parties to this Agreement
7 and other affected parties to have input into construction management practices that can
8 help to avoid, minimize, or mitigate the effects of construction activities on historic
9 properties through meetings described in stipulation VIII.E.3.
- 10 C. The CCMP will comprise the following parts:
- 11 1. WSDOT will address specific construction effects on historic properties within the
12 APE that have been identified through the Section 106 process by implementing
13 stipulations I through VII of this Agreement (see Appendix F for the implementation
14 schedule matrix for the construction-related stipulations).
- 15 2. Through standard BMPs and WSDOT standard specifications, WSDOT will take
16 general precautions to protect historic properties from excessive noise, vibration,
17 excavation, fugitive dust, lighting, glare, and traffic impacts (see Appendix E for link
18 to WSDOT *Environmental Procedures Manual* and *Standard Specifications*
19 *Construction Manual*.)
- 20 3. WSDOT will implement environmental commitments related to historic properties
21 made in compliance with other regulatory processes (e.g., the National Environmental
22 Policy Act).
- 23 4. WSDOT will address general community impacts from construction activities,
24 including:
- 25 a. access by emergency service providers to homes and businesses.
- 26 b. maintenance of basic services (water, gas, electric, internet, etc.) and for timely
27 response in case of accidental interruptions of service as a result of construction
28 activities.
- 29 c. Vegetation management including provisions for:
- 30 i. protecting trees and other screening vegetation adjacent to construction
31 work areas from construction impacts;
- 32 ii. replacing removed trees following City of Seattle street tree standards (see
33 Appendix E); and
- 34 iii. WSDOT monitoring of contractor adherence to i and ii above.
- 35 d. temporary erosion and sediment control measures to be implemented throughout
36 the construction period.
- 37 e. traffic management measures during construction to keep traffic flowing, limit
38 detour routes through residential areas, and ensure access for residents, etc.
- 39 D. The CCMP will be supported by communication activities that include the following:
- 40 1. a process for providing up-to-date construction information (schedules, schedule
41 changes, potential delays, current work areas, street closures and detours, results of
42 monitoring, etc.) to the public. Potential notification mechanisms could include a
43 website, smart phone application, automated traffic management signs, etc.

- 1 2. development of an email list that WSDOT will use to inform communities of
2 upcoming construction. Email notification will include community council officers so
3 that timely information can be distributed through community online forums.
- 4 3. a single-point communications center to be established for the duration of
5 construction. This would include a 24/7 contact phone number and an email address
6 to which problems, questions, and concerns could be sent. These communications
7 would then be directed to the appropriate jurisdiction or agency for resolution, as
8 appropriate. Questions and concerns will be addressed within ten working days.
- 9 4. a process through which the concurring parties to this Agreement may receive routine
10 construction updates/outlooks as well as notifications of applicable permit conditions,
11 such as periods when noise variances will be in place (see Appendix E for web link to
12 City of Seattle noise variance rules).

13 E. Process to develop the CCMP

- 14 1. WSDOT will develop the CCMP as a component of, and tailored to the specific
15 activities included in, all project construction contracts that are awarded for the
16 Project corridor.
 - 17 a. The mitigation measures triggered by construction of the SR 520 Evergreen Point
18 Floating Bridge and Landings Project will be covered in the first version of the
19 CCMP.
 - 20 b. Future versions of the CCMP will incorporate construction activities as soon as
21 they receive obligated funding and are permitted.
- 22 2. CCMP elements identified under stipulation VIII.C. will be based on existing
23 WSDOT standard specifications and other environmental commitments.
- 24 3. Following the publication of the NEPA Record of Decision for the Project, WSDOT
25 will convene concurring parties to this Agreement in meetings to:
 - 26 a. describe items to be developed under stipulation VIII.C.
 - 27 b. seek input about whether these practices and plans could be enhanced or modified
28 to best meet the concerns of concurring parties and minimize construction effects.
29 (See Appendix F for more information about the proposed schedule for these
30 meetings.)

31 IX. Changes in Haul Route Locations

- 32 A. Potential haul routes have been identified for the Project based on the best information
33 available at the time of execution of this Agreement. These routes are shown in Appendix
34 D.
- 35 B. Should there be a change in the location of a haul route after execution of this Agreement
36 such that the new route is still within the Project APE, WSDOT will consult with DAHP
37 and the appropriate concurring parties concerning the effects of this change on historic
38 properties at least ten calendar days prior to any use of such revised haul route.
- 39 C. Should there be a change in the location of a haul route after execution of this Agreement
40 such that the new route extends beyond the boundaries of the current APE (Appendix B),
41 WSDOT will revise the APE following the same approach for identification of historic
42 properties along potential haul routes that was used within the current APE west of Lake
43 Washington.
- 44 D. WSDOT will ensure that potential historic properties within the area thus added to the
45 APE are identified and evaluated for NRHP eligibility in consultation with DAHP.

- 1 E. The signatories to this Agreement are in accord that any potential haul route that includes
2 eligible or listed historic properties within its APE will have an adverse effect on historic
3 properties and that the measures provided in stipulations VII.C, VII.G, and VIII are the
4 appropriate mechanisms for resolving those adverse effects.

5 **X. Dispute Resolution**

- 6 A. All signatories to this Agreement shall strive to address and resolve disagreements
7 concerning the implementation of this Agreement informally.
- 8 B. In the event that informal resolution cannot be achieved, any signatory to this Agreement
9 may object in writing to FHWA or WSDOT regarding any action carried out or proposed
10 with respect to implementation of this Agreement. The agency receiving the objection
11 shall, within ten working days, initiate consultation with the objecting party to resolve the
12 objection.
- 13 C. If after initiating such consultation FHWA or WSDOT determines that the objection
14 cannot be resolved through consultation, FHWA shall forward all documentation relevant
15 to the objection to ACHP, including the agency's proposed response to the objection.
- 16 D. Within thirty calendar days after receipt of all pertinent documentation, ACHP shall
17 exercise one of the following options:
- 18 1. advise FHWA that ACHP concurs in the agency's proposed response to the objection,
19 whereupon FHWA will respond to the objection accordingly;
 - 20 2. provide FHWA with recommendations, which the agency shall take into account in
21 reaching a final decision regarding its response to the objection; or
 - 22 3. notify FHWA that the objection will be referred for comment pursuant to 36 CFR
23 §800.7(a)(4), and proceed to refer the objection and comment.
- 24 E. FHWA shall take the resulting comment into account in accordance with 36 CFR
25 §800.7(c)(4), with reference only to the subject of the dispute; FHWA's responsibility to
26 ensure that all actions under this Agreement that are not the subjects of the dispute are
27 carried out will remain unchanged.
- 28 F. Should a concurring party to this Agreement object in writing to FHWA regarding the
29 implementation of this Agreement, FHWA shall consult with the objecting party and with
30 WSDOT to determine how the objection should be resolved.

31 **XI. Amendment and Termination**

- 32 A. Any signatory to this Agreement may request that it be amended, whereupon the
33 signatories will consult to reach a consensus on the proposed amendment. WSDOT will
34 seek input from the concurring parties on any proposed amendments. Any amendment to
35 the Agreement must be signed by all signatories.
- 36 B. If execution of the first construction contract for the Project between the west approach
37 and I-5 is delayed for more than five years after execution of this Agreement, the
38 signatories to this Agreement will meet or consult electronically to determine whether
39 any amendments to this Agreement should be proposed. WSDOT will seek input from
40 the concurring parties as to whether any amendments are needed.
- 41 C. Any signatory to this Agreement may terminate it by providing a thirty-day written notice
42 to the other parties, provided that the signatories and concurring parties will consult
43 during the thirty-day period prior to termination to seek agreement on amendments or
44 other actions that would avoid termination.
- 45 D. In the event of termination, FHWA shall comply with 36 CFR Part 800 for all remaining
46 actions under this Agreement.

1 **XII. Monitoring of Performance**

- 2 A. For the Evergreen Point Bridge component of the Project, WSDOT will hold a meeting
3 with any interested concurring parties to this Agreement every six months, beginning six
4 months after execution of the construction contract, to review performance under the
5 terms of this Agreement. The concurring parties may propose amendments to the
6 Agreement (which will then be reviewed by the signatories to the Agreement under the
7 provisions of stipulation XI) or changes to the procedures to be followed during future
8 components of the Project, based on lessons learned from this first construction
9 component.
- 10 B. For all other construction components of the Project, every three months for the duration
11 of this Agreement and beginning three months after the execution of each construction
12 contract for the Project, WSDOT will, after communication and coordination with the
13 concurring parties to ascertain the need, convene a meeting of the concurring parties to
14 evaluate the operation of this Agreement. At that time, the concurring parties may discuss
15 whether or not the Agreement is functioning as intended and whether the Agreement
16 needs to be amended to correct and improve its performance. WSDOT will provide the
17 signatories to this Agreement with information on any amendments recommended by the
18 concurring parties. The signatories will then review the recommendations concerning
19 amendments to the Agreement under the provisions of stipulation XI.
- 20 C. At any time during the Project, the parties to this Agreement may choose, through a
21 simple majority vote, to schedule the monitoring meetings described in this stipulation
22 less frequently. Such a change in frequency of meetings will not require a formal
23 amendment of this Agreement.
- 24 D. Every three months following the execution of the first construction contract and at least
25 ten calendar days prior to the next scheduled concurring parties meeting, WSDOT will
26 prepare a report on all activities carried out under the Agreement for the previous three
27 months and distribute the report to the concurring parties.
- 28 E. These meetings to monitor performance of the Agreement will be in addition to and
29 separate from other meetings to be held under the terms of this Agreement.
- 30 F. WSDOT will monitor construction to ensure compliance with the conditions of this
31 Agreement. Should a non-compliance event occur associated with this Agreement,
32 WSDOT will follow the agency's Environmental Compliance Assurance Procedures (see
33 Appendix E) and will report any such event to the concurring parties prior to the next
34 regularly scheduled meeting.

35
36 **XIII. Duration of Agreement**

37 This Agreement will continue in full force and effect until FHWA grants final acceptance of
38 the Project and all terms of this Agreement are met, unless the Project is terminated or
39 authorization for the project is rescinded.

40
41
42
43 Execution and implementation of this Agreement evidence that FHWA and USACE have
44 taken into account the effects of the SR 520, I-5 to Medina Bridge Replacement and HOV
45 Project on historic properties and afforded the ACHP an opportunity to comment on those
46 effects.

1 Advisory Council on Historic Preservation
2 By: _____ Date: _____
3 John M. Fowler, Executive Director
4

5 Federal Highway Administration
6 By: _____ Date: _____
7

8 U.S. Army Corps of Engineers, Seattle District
9 By: _____ Date: _____
10

11 Washington State Historic Preservation Officer
12 By: _____ Date: _____
13 Allyson Brooks, Ph.D.
14

15 Washington State Department of Transportation
16 By: _____ Date: _____
17

18 **Concurring:**
19 Muckleshoot Indian Tribe
20 By: _____ Date: _____
21

22 Snoqualmie Indian Tribe
23 By: _____ Date: _____
24

25 Suquamish Tribe
26 By: _____ Date: _____
27

28 Tulalip Tribes
29 By: _____ Date: _____
30

31 City of Seattle
32 By: _____ Date: _____
33

34 King County Historic Preservation Office
35 By: _____ Date: _____
36

- 1 University of Washington
- 2 By: _____ Date: _____
- 3
- 4 National Oceanic and Atmospheric Administration, Northwest Fisheries Science Center
- 5 By: _____ Date: _____
- 6
- 7 The Washington Trust for Historic Preservation
- 8 By: _____ Date: _____
- 9
- 10 Historic Seattle Preservation Foundation
- 11 By: _____ Date: _____
- 12
- 13 Friends of Seattle’s Olmsted Parks
- 14 By: _____ Date: _____
- 15
- 16 Washington Park Arboretum Foundation
- 17 By: _____ Date: _____
- 18
- 19 Portage Bay/Roanoke Park Community Council
- 20 By: _____ Date: _____
- 21
- 22 Montlake Community Club
- 23 By: _____ Date: _____
- 24
- 25 Concerned Citizens of Montlake – SR 520
- 26 By: _____ Date: _____
- 27
- 28 North Capitol Hill Neighborhood Association
- 29 By: _____ Date: _____
- 30
- 31 Eastlake Community Council
- 32 By: _____ Date: _____
- 33
- 34 Shelby-Hamlin Residents
- 35 By: _____ Date: _____
- 36

1 Seattle Yacht Club
2 By: _____ Date: _____
3

4 Madison Park Community Council
5 By: _____ Date: _____
6

DRAFT