Attachment 9

Section 106 Programmatic Agreement

Note: Signatures for the Section 106 Programmatic Agreement were collected while this document went to print. Completed signatory pages will be provided with the Record of Decision.

Programmatic Agreement

among

Federal Highway Administration

U.S. Army Corps of Engineers, Seattle District

National Oceanic and Atmospheric Administration

Washington State Historic Preservation Officer

Washington State Department of Transportation

and

The Advisory Council on Historic Preservation

Implementing

Section 106 of the National Historic Preservation Act

for the

SR 520, I-5 to Medina: Bridge Replacement and HOV Project

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

WHEREAS, the integral components of the Project include:

- six lanes (two general-purpose lanes and one HOV lane in each direction);
- new structures replacing vulnerable bridges – Governor Albert D. Rosellini (Evergreen Point), west approach, and Portage Bay;
- interchanges at Montlake Boulevard and at I-5;
- a new bascule bridge across the Montlake Cut;
- a landscaped lid between Montlake Boulevard and the Lake Washington shoreline and a landscaped lid between 10th Avenue East and Delmar Drive East;
- a bicycle and pedestrian path on the I-5 overpass at East Roanoke Street; and
- a bicycle and pedestrian path from Montlake across the SR 520 bridges to the Eastside

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

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

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

WHEREAS, WSDOT has applied for Department of the Army permits under Section 404 of the Clean Water Act, 33 U.S.C. §1251 et seq., and Section 10 of the 1899 Rivers and Harbors Act, 33 U.S.C. § 407, from the U.S. Army Corps of Engineers (USACE); and

WHEREAS, USACE has determined that authorization of Department of the Army permits are undertakings, as defined in 36 CFR §800.16(y), and thus subject to review under Section 106 of the NHPA, 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) is the owner of federal lands within the Project area; and

WHEREAS, NOAA has determined that a proposed approval of the transfer of a part of those lands to WSDOT is an undertaking as defined in 36 CFR §800.16(y) and thus is subject to review under Section 106 of the NHPA, 16 USC §470f and its implementing regulations 36 CFR Part 800; and

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

WHEREAS, under the *First Amended Programmatic Agreement Implementing Section 106 of the National Historic Preservation Act for the Federal-aid Highway Program in Washington State Administered by the Federal Highway Administration* (see Appendix E, number 1), FHWA, the Advisory Council on Historic Preservation (ACHP), WSDOT, and the Washington State Historic Preservation Officer (SHPO) have agreed to delegate certain authorities relating to Section 106 of the NHPA to WSDOT for Federal-aid Highway projects in Washington State; and

WHEREAS, WSDOT will ensure that a qualified Cultural Resources Specialist, as defined in the *First Amended Programmatic Agreement Implementing Section 106 of the National Historic Preservation Act for the Federal-aid Highway Program in Washington State Administered by the Federal Highway Administration*, oversees the implementation of all commitments contained in this Agreement for the duration of the Project; and

WHEREAS, FHWA and WSDOT have consulted with the SHPO, interested and affected Indian tribes, and other parties with a demonstrated interest in the effects of the Project on historic properties, pursuant to 36 CFR §800.2; and

WHEREAS, FHWA has invited the ACHP to participate in consultations concerning the effects of the Project on historic properties and resolution of adverse effects, and the ACHP has agreed to participate in such consultations; and

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

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

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

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

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

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

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

WHEREAS, the City of Seattle, the King County Historic Preservation Office, and the University of Washington participated in consultations and have been invited to concur in this Agreement; and

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

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

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

WHEREAS, this Project remains controversial, in part for its effects on historic properties, and as such, execution of this Agreement as a concurring party does not necessarily indicate that the party supports the Project or the preferred alternative or endorses all stipulations of this Agreement, but rather indicates the desire of such parties to remain involved in implementation of the terms of this Agreement; and

WHEREAS, parties who have participated in Section 106 consultations for the Project but choose not to execute this Agreement as concurring may participate as members of the public in those activities described in the stipulations below which are not specifically reserved to concurring parties;

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

Background

1. A schematic representation of the Project components, overlaid on a drawing of the Project area, appears as Appendix A of this Agreement.
2. A map of the APE for the Project, as determined after consultation with the consulting parties, appears as Appendix B.
3. The historic properties identified within the APE for the Project are described in the *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project*, and also will be identified in the *Final Cultural Resources Assessment and Discipline Report* in the Final EIS.
4. The historic properties that will be affected by the Project in ways that will diminish their integrity are listed in Appendix C.
5. Potential haul routes in Seattle that have been identified for the Project are based on the best information available at the time of execution of this Agreement. These routes are shown in Appendix D.
6. Web links for all standards and guidance referenced in the stipulations of this Agreement are provided in Appendix E.
7. All measures for resolving the adverse effect of the Project are described in the stipulations of this Agreement. Appendix F provides a matrix showing the relationship between the construction phases of the Project and the implementation of the stipulations of this Agreement. This matrix will be expanded and updated as the Project moves forward. Updated versions of the implementation matrix will be provided to the concurring parties to this Agreement at the meetings described in stipulation XII.
8. Appendix G contains an outline for the community construction management plan (CCMP) discussed in stipulation VIII of this Agreement. This outline will be expanded and modified through consultation with concurring parties and the public as the Project moves forward.
9. WSDOT has entered into a memorandum of understanding (MOU) with organizations and agencies having management responsibilities for the Washington Park Arboretum. This MOU implements a mitigation plan addressing the effects of the Project on the Arboretum under the provisions of numerous federal and local authorities. The measures to resolve adverse effects under Section 106 of the NHPA contained in stipulation II of this Agreement are consistent with and support the provisions of that MOU. A copy of this MOU will be provided to the Washington State Department of Archaeology and Historic Preservation.
10. All acronyms used in this Agreement are defined in the list of acronyms following the signature pages.
11. The stipulations below use the term “DAHP” (Washington State Department of Archaeology and Historic Preservation) when referring to participation by the Washington SHPO and SHPO staff.
12. As used in this Agreement, “maximum extent practicable” means capable of being done with available means and with consideration of cost, funding, safety, schedule, and applicability of

the proposed mitigation for the effects of the Project as identified through the Section 106 consultation process.

13. As used in this Agreement, "historic preservation enhancements" may include work performed outside the APE that mitigates effects on historic properties that lie wholly or partially within the APE.
14. As used in this Agreement, "consultation" means the process of seeking, discussing, and considering the views of and, where feasible, seeking agreement with the named party or parties regarding matters arising from the implementation of this Agreement.

Stipulations

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

I. Evergreen Point Bridge

A. WSDOT will prepare Level II Historic American Engineering Record (HAER) documentation of the Evergreen Point Bridge, including photographs, reproductions of selected as-built drawings, and a written history.

B. WSDOT will provide this documentation to DAHP and to the National Park Service Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) program, with copies being provided to the Museum of History and Industry (MOHAI), the Seattle Yacht Club, and the Eastside Heritage Center.

C. WSDOT will include a summary of the documentation collected in stipulation I.A. and a selection of the photos on the interpretive website proposed in stipulation VII.I.

II. West Approach

A. Treatment Plan for the Foster Island Traditional Cultural Property

1. WSDOT and FHWA will develop and implement a treatment plan to resolve adverse effects of the Project on the Foster Island Traditional Cultural Property in consultation with USACE, DAHP, and the affected tribes. Should any disputes arise during this process that cannot be resolved through further consultation, FHWA will seek advisory comments from ACHP as provided for in stipulation X. of this Agreement.
2. The specific resolution measures in the Foster Island treatment plan will be determined through consultation. These may include, but are not limited to, the measures identified below. Agreed-upon measures may be carried forward through one or more government-to-government agreements negotiated and executed prior to initiation of Project construction on Foster Island.
    a. Preparation of a comprehensive ethnographic report addressing the SR 520 corridor and environs to provide the historic context for Foster Island.

i. The contractor for the above-referenced comprehensive report would be approved by the affected tribes;

ii. Scope of the above contract would be approved by the affected tribes.

iii. Parties responsible for execution of the above contract would be approved by the affected tribes.

b. Consultation with the Arboretum Botanical Garden Committee (ABGC) and the affected tribes on a planting plan.

i. WSDOT will revegetate its right-of-way on Foster Island with native vegetation of ethnobotanical significance to affected tribes. The WSDOT contracted plant establishment period would extend for a period of years to be determined through consultation.

ii. Planting materials would be selected from an ethnobotanical list provided by the Muckleshoot Indian Tribe;

iii. Planting materials would be consistent with historic and documentary research performed as part of the ethnographic study (as referenced in stipulation II.A.2.a.) identifying types of vegetation present on Foster Island historically, in so far as possible.

c. A public interpretation program related to the history and prehistory of the Project area.

d. A GIS product incorporating data from the *Geomorphology and Shoreline History of Lake Washington, Union Bay, and Portage Bay Study* (2011) conducted by WSDOT.

e. WSDOT will consult with the ABGC and other stakeholders as appropriate to make provisions for a culturally appropriate ceremony at Foster Island prior to construction.

f. WSDOT will consult with the ABGC and other stakeholders as appropriate to make provisions for landscaping in a designated area within the Arboretum for future ceremonies.

g. Removal of Active Traffic Management System equipment on Foster Island installed in 2010

3. WSDOT and FHWA will ensure that the treatment plan is completed prior to commencement of Project construction on Foster Island.

4. The treatment plan will indicate which measures must be completed prior to commencement of construction and which may be completed over a longer, but specified, term.

B. WSDOT will consult with the ABGC, affected tribes, DAHP and other stakeholders, including homeowners in surrounding areas, Madison Park Community Council, Montlake Community Club, and Friends of Seattle's Olmsted Parks, to develop an aesthetic design for the west approach and surrounding area. The design will incorporate mechanisms of crime prevention through environmental design (CPTED) (see Appendix E, number 2).

C. WSDOT will consult with ABGC, affected tribes, DAHP, and other stakeholders, including homeowners in surrounding areas and Friends of Seattle's Olmsted Parks, to develop a landscape design, including grading and planting, within the WSDOT peninsula and current ramp locations. The design may include habitat and wetland restoration and enhancement projects as appropriate, and will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (Appendix E, number 3) insofar as these apply to designed landscapes.

D. WSDOT will facilitate consultation between the affected tribes and ABGC and other stakeholders concerning landscape planning and management of Foster Island as needed.

E. WSDOT will use quieter concrete pavement on the west approach structure. WSDOT will maintain the highway surface for safety, and will monitor the quieter concrete pavement for safety every two years. WSDOT will also monitor the quieter concrete for noise performance at least quarterly 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 at the meetings described in stipulation XII.

F. WSDOT will place sound-absorptive material on the inside face of the currently planned 4-foot barriers along the west approach structure.

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

III. Montlake Interchange

A. Montlake Boulevard and Lake Washington Boulevard

1. WSDOT will consult with DAHP and the concurring parties to this Agreement, as well as affected property owners, about the final design for changes to Lake Washington Boulevard necessitated by the Project.

2. To the maximum extent practicable, WSDOT will ensure that changes to Lake Washington Boulevard are consistent with the City of Seattle Olmsted Park Furniture Standards (see Appendix E, number 4) and will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (Appendix E, number 3) insofar as these apply.

3. WSDOT will ensure that the portion of the Montlake Boulevard median to be partially removed is re-established such that it retains the Olmsted plan to the maximum extent practicable.

4. Within the area of Montlake Boulevard where WSDOT plans modifications to medians, WSDOT will consult with the concurring parties to this Agreement, DAHP, and other stakeholders as appropriate on design, wording, and placement of a sign about the Alaska-Yukon-Pacific Exposition and the Olmsted design for this portion of Montlake Boulevard. This sign will be developed as part of the process described in stipulation III.C.3.

5. WSDOT will prepare an NRHP Multiple Property Documentation Form for Seattle's Olmsted-designed parks and boulevards and prepare the associated nomination form

for Lake Washington Boulevard. This work will be done in consultation with DAHP, Friends of Seattle's Olmsted Parks, King County, and the Washington Trust for Historic Preservation.

a. WSDOT will ensure that materials developed as part of this nomination are prepared and submitted to DAHP and the City of Seattle in a format compatible with both the DAHP and City of Seattle historic property databases.

b. As part of developing this nomination, WSDOT will provide for digitization of historic plans, correspondence, and photos of the Olmsted work on Lake Washington Boulevard, the Washington Park Arboretum, and the Olmsted Boulevard System at a cost not to exceed $10,000. WSDOT will consult with Friends of Seattle's Olmsted Parks, King County, the Washington Trust for Historic Preservation, and DAHP to determine which archival sources and which documents will be selected for this digitization project.

c. The selected documents will be digitized to an archival standard, and, subject to applicable rights restrictions, WSDOT will provide the scanned documents to the Friends of Seattle's Olmsted Parks, King County, DAHP, and the City of Seattle.

6. WSDOT will consult with Seattle Parks and Recreation to determine whether they would be willing to have a sign or some other indicator of the significance of Lake Washington Boulevard as an Olmsted property placed on the small piece of Seattle Parks and Recreation property at the southeast corner of Montlake Boulevard and Lake Washington Boulevard. If Seattle Parks and Recreation is willing to accept this proposal, WSDOT will consult with Seattle Parks and Recreation, the Friends of Seattle's Olmsted Parks, the Montlake Community Club, and DAHP to design the sign or other marker and will have it fabricated and placed on the Seattle Parks and Recreation property. This sign will be developed as part of the process described in stipulation III.C.3.

B. Montlake Lid

1. In consultation with the Seattle Design Commission (SDC), the Seattle Landmarks Preservation Board, King County Metro Transit, DAHP, and the concurring parties to this Agreement, WSDOT will create a landscape design plan for the Montlake lid that is compatible with the historic character of the Montlake Historic District. This plan will include plantings and urban design elements, possibly including medians and planter strips, interpretive signage, and bus shelter design.

2. WSDOT will include interpretive exhibits and markers in the lid design if the design process identifies such exhibits or markers as being desirable. If markers or exhibits are placed on the lid, they may include information about the evolution of the Olmsted landscape and the effects of SR 520 on that landscape. Exhibits may note that the lid reconnects communities and recovers the landscape connections that were important historically.

3. WSDOT will ensure that the design of the Montlake Boulevard planted areas across the lid reflect the historical connection between Montlake Boulevard and Lake Washington Boulevard; these planted areas should reflect the original design

principles of Lake Washington Boulevard and other Olmsted-designed boulevards in Seattle to the maximum extent practicable.

4. WSDOT will provide for the use of underground wiring on the Montlake lid to the maximum extent practicable.

C. Historic Preservation Enhancements

1. To facilitate future historic preservation planning efforts within the Montlake community, WSDOT will complete an intensive level survey (see Appendix E, number 5 for DAHP survey standards) of contributing and noncontributing properties within the Montlake Historic District and prepare an NRHP nomination for the district, consistent with DAHP and NRHP standards.
   a. WSDOT will consult with DAHP and the Montlake Community Club to identify appropriate opportunities for club members to participate in this effort as volunteers.
   b. Survey materials will be compiled and submitted in a format compatible with both the DAHP and City of Seattle historic property databases.
2. Once construction of the lid is complete, WSDOT will re-establish a visual buffer on or adjacent to the remaining Canal Reserve Lands south of historic properties on East Hamlin Street. This buffer will be designed in consultation with the SDC and the affected property owners.
3. WSDOT will consult with the concurring parties to this Agreement to develop a sign plan for historic markers or signage for the Montlake Historic District. Once the sign plan is approved by WSDOT, in consultation with DAHP and the City of Seattle, WSDOT will fund fabrication and installation of up to five historic markers or signs within the district. The information from the markers/signage may become part of the project-wide educational website proposed in stipulation VII.I.
4. The MOHAI clock tower, bell, and cannon are iconic features of the Montlake Historic District. If MOHAI chooses not to relocate these features elsewhere and is willing to donate them to the City of Seattle, WSDOT will consult with MOHAI, the appropriate offices within the City of Seattle (including Seattle Parks and Recreation), and the concurring parties to this Agreement to determine whether these features can be preserved and reused in East Montlake Park or elsewhere within the Montlake Historic District.
5. If the clock tower, bell, and cannon remain within the historic district, WSDOT will consult with the City of Seattle to identify maintenance and long-term responsibilities for these items and will provide DAHP with copies of any agreements covering these issues.

IV. New Bascule Bridge

A. Protective Measures for Nearby Historic Properties

1. In consultation with DAHP, the Seattle Landmarks Preservation Board, and the concurring parties to this Agreement, WSDOT will ensure that safeguards are in

place such that, to the maximum extent practicable, the historic Montlake Bridge is protected from physical damage during construction of the new bascule bridge.

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

B. Design of the New Bascule Bridge

1. In consultation with DAHP, SDC, the Seattle Landmarks Preservation Board, the concurring parties to this Agreement, and the public, WSDOT will develop a design-review process for the new bascule bridge that will ensure context-sensitive design and consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 3).
2. WSDOT will ensure that the design for the new bascule bridge is compatible with the existing Montlake Bridge and neither competes with nor replicates that bridge.
3. WSDOT will secure the services of an outside design expert with the appropriate experience in historic bridge design compatibility to serve as a consultant during the design process.
4. WSDOT will ensure that access to the Ship Canal Waterside Trail will be maintained throughout construction of the new bascule bridge. Full access to the trail will be re-established once the new bascule bridge construction is completed; the nature of this access will be determined as part of the bascule bridge design process.

C. Contributing Properties Slated for Removal

1. Although WSDOT has not evaluated the feasibility or cost of relocating the houses, WSDOT will make available for purchase and relocation the two contributing houses in the Montlake Historic District (2904 and 2908 Montlake Boulevard) slated for removal to accommodate the new bascule bridge.

2. WSDOT will consult with concurring parties to this Agreement to make the availability of these properties known through appropriate venues, and will keep the concurring parties apprised of any expressions of interest.
3. Whether these properties are relocated or not, WSDOT will record them to DAHP Level II standards (see Appendix E, number 5) and submit the records to DAHP and to the Washington State Archives.
4. If no party that is willing and able to acquire and relocate these structures is identified within six months of WSDOT's initial advertising of availability, WSDOT will deconstruct the structures and will ensure that architectural elements such as doors, windows, moldings, etc., are made available for reuse, and will make the availability of these elements known through appropriate venues.
5. If the structures at 2904 and 2908 Montlake Boulevard are deconstructed (rather than being relocated), WSDOT will undertake planning for and disposal of any resultant hazardous materials.

V. Portage Bay Bridge

A. Bridge Design

1. WSDOT is committed to a Context-Sensitive Solutions (see Appendix E, number 6) approach for the replacement of the Portage Bay Bridge.

   a. In consultation with SDC, DAHP, the concurring parties to this Agreement, and the public, WSDOT will develop a design-review process for the new Portage Bay Bridge that will address overall urban design.

   b. WSDOT will secure the services of an outside design expert with appropriate experience in designing new bridges within historically sensitive areas to serve as a consultant during the design process.
2. WSDOT will use quieter concrete pavement on the Portage Bay Bridge. WSDOT will maintain the highway surface for safety and will monitor quieter concrete pavement for safety every two years. WSDOT will also monitor the quieter concrete for noise performance at least quarterly 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 at the meetings described in stipulation XII.
3. WSDOT will place sound-absorptive material on the inside face of the currently planned 4-foot barriers along both sides of the structure.
4. WSDOT will encapsulate the Portage Bay Bridge joints in an effort to reduce noise.
5. In consultation with the concurring parties to this Agreement, WSDOT will include improved open space as part of the bridge design, making the space under the bridge usable while incorporating the mechanisms of CPTED to the maximum extent practicable.
6. The East Roanoke Street exit from SR 520 will be maintained at its current single-lane capacity.

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

1. WSDOT and FHWA are in the process of negotiating an agreement with NOAA to avoid damage to the historic structures or interruption of the historic research functions at the Northwest Fisheries Science Center as a result of SR 520 construction.
2. In consultation with DAHP, WSDOT, FHWA, and NOAA intend to develop a package of measures to resolve adverse effects that is mutually agreed upon at a staff level, and then elevate these recommendations to policy-level managers at WSDOT and NOAA for approval. The timing for approval by both agencies of a final set of measures to resolve adverse effects cannot be identified with certainty, but is anticipated to occur by the end of 2011.
3. WSDOT will make parking under the bridge available to NOAA employees again after completion of construction, pending approval of an airspace lease.

C. Historic Preservation and Community Enhancements

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

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

A. 10th Avenue/Roanoke Street Intersection

1. WSDOT will adopt the design for the 10th Avenue/Roanoke Street intersection negotiated between the Seattle Department of Transportation (SDOT) and the adjacent neighborhoods, subject to continuing consultation with the neighborhoods and review by DAHP.
2. This design agreement with the communities shall be in place prior to final design for the Delmar Drive/10th Avenue lid.

3. WSDOT will develop any plans for the addition of medians or other traffic-calming devices to this design in consultation with SDOT, DAHP, and the adjacent neighborhoods.

B. Delmar Drive/10th Avenue Lid Design

1. In consultation with the SDC, Seattle Landmarks Preservation Board, DAHP, and the concurring parties to this Agreement, and using the services of a landscape architect, WSDOT will create a landscape design plan for the Delmar Drive/10th Avenue lid.
2. This design will be compatible with the historic character of the Roanoke Park Historic District and other adjacent historic properties and consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Appendix E, number 3) insofar as these are applicable.
3. This plan may include provisions for some or all of the following:
    a. Design, fabrication, and installation of interpretive markers describing the evolution of the Olmsted landscape and the effects of SR 520 on the landscape. If adopted as part of the design plan, exhibits may note that the lid reconnects communities and recovers the landscape connections that were important historically within the landscape of Seattle.
    b. Incorporating Olmsted characteristics, perhaps using the City of Seattle Olmsted Park Furniture Standards (Appendix E, number4) as guidelines for items such as benches or lighting, into the design of the lid and the Bagley viewpoint.
    c. A context-sensitive design blending the lid into the hillslope to the 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 that will be removed, and notification to the community before construction plans are finalized.
    f. Incorporating mechanisms of CPTED (see Appendix E, number 2) 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 curbside planting 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. WSDOT will consult with the City of Seattle on possible inclusion of the marker rock and memorial bench currently located at Bagley Viewpoint in the lid design, as the City owns these items.
6. WSDOT will retain 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 SR 520 mainline 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. WSDOT will also monitor the quieter concrete for noise performance at least quarterly 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 at the meetings described in stipulation XII.
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 consult with the Portage Bay/Roanoke Park Community Council on a sign plan for historic markers 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 the 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 and audible 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. Survey materials will be compiled and submitted to DAHP and to the City of Seattle in formats compatible with both the DAHP and City of Seattle historic property databases.
3. WSDOT will preserve in place the trees along the north and south sides of SR 520 between I-5 and the Portage Bay Bridge to the maximum extent practicable. Trees that must be removed during construction will be replaced after construction, where practicable, per City of Seattle requirements (see Appendix E, number 7). There will be public involvement with both the Portage Bay/Roanoke Park and North Capitol Hill communities in developing the vegetation management activities (stipulation VIII.C.4.c.) for this area.
4. WSDOT will comply with WSDOT standard specifications (Appendix E, number 8) to mark limits of allowed disturbance in order to protect trees (including their root systems out to the drip line to the maximum extent practicable) and other screening

vegetation identified as being retained and protected in place either inside or bordering on the construction area.

5. WSDOT will revegetate the SR 520 roadside areas from I-5 to the Delmar Drive/10th Avenue lid according to WSDOT standards (see Appendix E, number 9), but will consult with the Portage Bay/Roanoke Park and North Capitol Hill communities to identify and select plantings compatible with the historic character of the area to the maximum extent practicable.

VII. Project-wide Measures to Resolve Adverse Effects

A. Treatment of Archaeological Historic Properties

1. This stipulation describes additional subsurface archaeological investigations that will be carried out prior to construction for each of the construction components of the Project. Through these measures, WSDOT, in consultation with USACE, DAHP, affected tribes, and appropriate concurring parties to this Agreement, will identify any currently unknown archaeological properties within the limits of construction, evaluate their eligibility for the NRHP, resolve any adverse effects to such properties, and establish a process for managing any previously unknown properties discovered during Project construction.
2. Areas identified for further inventory
   a. In the *Section 106 Technical Report: Volume 1 Archaeology – SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project*, WSDOT has identified areas within the current APE for additional subsurface archaeological investigations.
   b. WSDOT has identified or will identify sites for Project mitigation purposes which have not been inventoried for the presence of historic properties.
   c. As-yet unanticipated design modifications or Project elements may result in effects to areas outside the current construction footprint. These areas may not have been evaluated for the presence of historic properties.
3. Treatment plan to assess and resolve effects on archaeological properties
   a. A treatment plan for historic properties not identified to date will be developed in consultation with DAHP, USACE, affected tribes, and relevant local governments.
   b. The treatment plan shall include:
      i. A process consistent with, and reflective of, Section 106 of the National Historic Preservation Act to inventory historic properties, evaluate Project effects to historic properties, and resolve adverse effects to historic properties, involving appropriate agencies, affected tribes, and appropriate consulting parties.
      ii. Expectations and survey design for completing inventory of the identified in-corridor additional investigation locations.

iii. Expectations and survey design for currently identified Project mitigation sites.

iv. A strategy for the systematic exploration of those areas where archaeological properties are anticipated in the APE. The strategy will also present methods for targeted excavations in areas considered sensitive for the presence of buried archaeological resources.

v. Mechanisms to evaluate and resolve effects for any as-yet-unidentified built environment resources as necessary.

vi. A summary of anticipated archaeological property types, including pertinent research domains and data requirements.

vii. Documentation and recording standards for newly-discovered resources determined to be not eligible for the NRHP.

viii. Data collection, analysis, and reporting standards for NRHP-eligible properties consistent with DAHP guidelines (see Appendix E, number 10).

ix. A monitoring plan for areas identified for archaeological monitoring.

x. Mechanisms for stakeholder and public outreach and involvement.

xi. Mechanisms to resolve as-yet-unidentified adverse effects. Should such resolution of adverse effects become necessary, WSDOT will propose an amendment to this Agreement as provided for in stipulation XI, incorporating the agreed-upon resolution measures into this Agreement.

4. The treatment plan shall be completed prior to commencement of major construction activities with the potential to affect unidentified historic properties.

5. Unanticipated archaeological discoveries

   a. WSDOT has an Unanticipated Discovery Plan (UDP) (see Appendix E, number 11 for a sample template) that shall be in force for all construction activities.

   b. The UDP shall be incorporated into the treatment plan and amended in consultation with DAHP as necessary.

   c. Any provisions for emergency evaluation of archaeological materials or emergency data recovery shall include a requirement for DAHP approval.

B. Access to Historic Properties

1. WSDOT will maintain access to all historic properties during construction. Except for emergency situations, WSDOT will provide 24 hours advance notice to affected property owners before any unavoidable interruptions of access. WSDOT will consult with the affected property owners to address their needs, which may include the development of an alternate access strategy for short-term interruptions of access and longer-term detours.

2. WSDOT will develop a coordination plan with the Seattle Yacht Club (SYC) to minimize disruption of historically significant activities at the SYC Main Station and on Portage Bay, the Montlake Cut, and Union Bay during construction. This plan will, at a minimum, address the following issues:

a. Key periods during which SYC considers both water access and land access to its facilities particularly crucial;

b. Ongoing coordination relative to special events such as weddings or watercraft training or races being held at the SYC or on the water;

c. Provisions for water, vehicular, and pedestrian access to the SYC Main Station for members and guests throughout the construction period;

d. Mechanisms for WSDOT to communicate with SYC about construction schedules on Portage Bay and closures of the Montlake Cut;

e. Prohibition on the use of West Montlake Park for construction staging or other construction-related activities;

f. Provisions for coordination between WSDOT and SYC ensuring that construction activities in Portage Bay and the Montlake Cut will not interrupt or interfere with Opening Day events (one week before the first Saturday of May and one week after);

g. A moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and Union Bay during the Opening Day events as well as a prohibition on anchoring or mooring pontoons in such a way that they would interfere with Opening Day events; and

h. A commitment from WSDOT that barge activity (transport, moorage, construction, etc.) will not interfere with the Opening Day events in Portage Bay.

3. WSDOT will consult with St. Demetrios Church to develop a strategy for ensuring safe and convenient access to the Church grounds and facilities in the event that the East Lynn Street/19th Avenue and/or Boyer Avenue potential haul routes are chosen for use at any time during Project construction. This strategy will include the following:

   a. A prohibition on any use of either or both of the above-referenced potential haul routes during the three calendar days of the annual Greek Festival;

   b. Cessation of any construction-related activities that would limit the parking available in the neighborhood in the vicinity of the Church during the three calendar days of the annual Greek Festival;

   c. A requirement that the contractor provide flaggers to assist in entering and exiting the St. Demetrios Church facilities through either the East Lynn Street parking lot or the Boyer Avenue entrance if either street is used as a construction haul route during regularly scheduled Sunday services. Flaggers will be made available beginning one-half hour before and extending until one-half hour after regularly scheduled Sunday services; and

   d. A process for ensuring safe and convenient access to the St. Demetrios parking lot for special events, such as the annual fundraising auction, that are scheduled during any period of use of either or both of the above-referenced potential haul routes.

4. WSDOT will coordinate with SDOT, St. Demetrios Church, Montlake Community Club, and Concerned Citizens of Montlake - 520 to initiate the studies required to determine whether conditions at the intersection of 19th Avenue East and East Lynn Street warrant installation of stop signs or other traffic control measures.
5. WSDOT will consult with St. Patrick's Church to ensure access to the Church grounds and facilities during construction.
6. WSDOT will consult with Seward School to ensure safe access during construction when school is in session.
7. Except for unavoidable brief periods for which advance notice will be provided, WSDOT will maintain pedestrian access to all historic properties, to St. Patrick's Church, and to local bus stops throughout the construction period.
8. WSDOT will ensure that access to the actively used portions of the Montlake Playfield is maintained during construction.

C. Haul Routes

1. WSDOT will ensure that, to the maximum extent practicable, the construction contractor utilizes the mainlines of I-5, SR 520, and I-90 for all material hauling during construction.
2. Haul routes identified within Seattle are limited to city-designated arterials that are defined as truck routes with the exception of the 24th Avenue East bridge.
3. WSDOT will consult with the appropriate concurring parties to this Agreement when haul routes are being selected and will provide advance notification to concurring parties and other stakeholders when street use permits are requested.
4. WSDOT will ensure that the roadway surfaces of the selected haul routes within the APE are repaired prior to the start of construction to remove potholes, cracks, and other surface damage. WSDOT will ensure that the roadway surfaces are maintained throughout the duration of the construction contract in a similar good condition. Should a concurring party identify a concern during construction about a repair or maintenance needed on one of the selected haul routes, WSDOT will coordinate the repair through the CCMP to ensure that the repair or maintenance concern is addressed within 72 hours of notification.
5. WSDOT will consult with the appropriate concurring parties to this Agreement as part of WSDOT's efforts to identify historic properties along selected haul routes within the APE that are potentially vulnerable to vibration.
    a. WSDOT will perform a condition assessment on potentially vulnerable properties prior to use of the haul route and again when use of that route is completed.
    b. If damage is identified by the owner of a potentially vulnerable property during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours. If WSDOT determines that Project hauling activities are resulting in structural or architectural damage to historic properties, WSDOT will

direct the contractor to stop use of that route until appropriate safeguards can be put in place.

c. If any structural or architectural damage to historic properties occurs during a period when the route is being used for hauling, WSDOT will consult with property owners to assess the cause of the damage and will identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 3). WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Standards.

6. WSDOT will develop measures to protect traffic circles and planters from construction/hauling traffic and will restore islands and planters to their pre-construction condition when use of the route has been completed, should any modifications be necessary or should any inadvertent damage occur as a result of construction hauling.

7. WSDOT will ensure that any curbs damaged during construction or materials hauling are repaired when use of the route has been completed.

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

1. As part of construction management planning, WSDOT will consult with the adjacent property owners to evaluate and install possible sound-buffering mechanisms between adjacent historic properties and Project construction staging areas.

2. Within Seattle, only streets designated as arterials by the City are identified as routes for moving materials into and out of construction staging areas with the exception of the 24th Avenue East bridge.

3. To the maximum extent practicable, WSDOT will locate construction sheds, barricades, and material storage away from historic properties, and avoid obscuring views of and from historic properties.

4. To the maximum extent practicable, WSDOT will install temporary construction screens/barriers (fencing, plantings, etc.) around construction areas so that visual impacts of construction activities on historic properties are minimized. Location and type of screens/barriers will be determined in consultation with the concurring parties and adjacent property owners.

5. To the maximum extent practicable, WSDOT will avoid placement of temporary work bridges and other short-term construction features where they would require permanent removal of or would damage mature trees.

6. WSDOT will consult with adjacent property owners and concurring parties to this Agreement, as part of the urban design process, to restore staging areas as appropriate, once construction is finished.

7. WSDOT will ensure that Project effects do not prevent East Montlake Park from operating as a viable recreational facility during and after construction. Although portions of the park will be closed during Project construction, the areas of the park not closed to the public during construction will continue to provide access to Lake Washington and the Montlake Cut.

E. Noise Management

1. WSDOT will comply with the local noise regulations for construction and equipment operation (see Appendix E, number 12).
2. If the Final EIS for the Project determines that noise walls are warranted at any locations within the Project area, WSDOT will consult with eligible property owners as defined by WSDOT and FHWA policy, the Seattle Landmarks Preservation Board where appropriate, DAHP, and the concurring parties to this Agreement to determine the aesthetic treatment of the walls and ensure compatibility with the character of nearby historic properties. Consultations will follow WSDOT and FHWA policy and procedures (see Appendix E, number 13).
3. WSDOT will use noise-absorptive materials along the 4-foot barriers where planned within the corridor, and through the design process will evaluate and implement feasible options for noise-absorptive materials at the portals to lids and along bridge expansion joints.

F. Lighting and Glare Management

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

G. Vibration Monitoring and Management

1. WSDOT has engaged the services of a vibration expert to evaluate the Project corridor, including any potential haul routes along city arterial streets, and to identify areas where impacts to historic properties within the APE may occur as a result of vibration. The report describing the results of this evaluation will be made available to concurring parties to this Agreement once it has been completed.
2. Areas under study include historic properties within the APE as identified in the *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project* for the Project.
3. Hillslopes and other areas that are potentially vulnerable to vibration from Project operation will also be identified through this effort.
4. WSDOT will avoid or minimize vibration impacts from construction and construction hauling on historic properties by implementing best management practices (BMPs) for vibration, which are currently being developed by this expert. WSDOT will offer DAHP the opportunity to review and comment on these BMPs as they relate to potential effects on historic properties.
5. WSDOT will require construction contractors to submit a vibration monitoring plan that identifies how construction activities will be carried out in such a way as to

ensure that vibrations do not reach a level that causes architectural or structural damage to historic properties. This plan will be an element included in the CCMP.

6. WSDOT will consult with the appropriate concurring parties to this Agreement as part of WSDOT's efforts to identify historic properties adjacent to work zones within the APE that are potentially vulnerable to vibration.
    a. WSDOT will perform a condition assessment on potentially vulnerable properties prior to construction and again when construction has been completed.
    b. If damage is identified by the owner of a potentially vulnerable property during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours. If WSDOT determines that Project construction activities are resulting in structural or architectural damage to historic properties, WSDOT will direct the contractor to stop working on that construction activity until appropriate safeguards can be put in place.
    c. If any structural or architectural damage to historic properties occurs as a result of Project construction, WSDOT will consult with property owners to assess the cause of the damage and will identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 3). WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Standards.

H. Landscaping

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

I. Historic Preservation Enhancement

1. WSDOT will develop content for, create, and host an interpretive website on the history of the Project area.
    a. Topics to be presented on the site might include:
        i. Information on the historic properties within the APE; the Olmsted plan and the Alaska-Yukon-Pacific Exposition; and summarized findings of the archaeological investigations.
        ii. A redacted, non-confidential report on the ethnography of the Project area and Lake Washington.

iii. Information about the historic districts and other historic properties of the Project area.

b. The content of this interpretive site will be structured to appeal to the general public and to be useful for educational purposes (e.g., it may include interactive components and activities suitable for K-12 students and educators). By means of keyword indexing, solicited links from other sites, and similar techniques, WSDOT will ensure that this material is readily found by educators and students using search engines.

c. Interested concurring parties to this Agreement will be offered the opportunity to review and comment on content for the website as it is developed.

d. WSDOT will continue to host the website throughout the Project construction period. Once Project construction is completed, the website will be archived at the Washington State Digital Archives; appropriate content from the website will be made available to interested historical and educational organizations (including MOHAI and SYC) for use on other websites; and printed, archivally stable versions of the website will be offered to appropriate community archives.

2. WSDOT will offer DAHP the opportunity to review and comment on the content of any historical materials developed for public outreach as part of this Agreement, including website content and text for historical markers or signage.

VIII. Community Construction Management Plan

A. In consultation with the concurring parties to this Agreement and others potentially affected by Project construction, and prior to the beginning of construction, WSDOT will develop and implement a CCMP. WSDOT will consult with DAHP about the CCMP insofar as the provisions of the plan may pertain to effects on historic properties.

B. WSDOT will provide an ongoing opportunity for the concurring parties to this Agreement and other affected parties to have input into construction management practices that can help to avoid, minimize, or mitigate the effects of construction activities on historic properties through meetings described in stipulation VIII.E.3.

C. The CCMP (see Appendix G for outline) will comprise the following parts:

1. WSDOT will address specific construction effects on historic properties within the APE that have been identified through the Section 106 process by implementing stipulations I through VII of this Agreement (see Appendix F for the implementation schedule matrix for the construction-related stipulations).

2. Through standard BMPs and WSDOT standard specifications and special provisions, WSDOT will take general precautions to protect historic properties from excessive noise, vibration, excavation, emissions, fugitive dust, lighting, glare, and traffic impacts (see Appendix E, numbers 8, 14, and 15 for links to the WSDOT *Standard Specifications Construction Manual, Environmental Procedures Manual* and “No idle and fuel conservation policy”).

3. WSDOT will implement environmental commitments related to historic properties made in compliance with other regulatory processes (e.g., the National Environmental Policy Act).
4. WSDOT will address general community impacts from construction activities, including:
    a. Access by emergency service providers to homes and businesses.
    b. Maintenance of basic services (water, gas, electric, internet, etc.) and timely response in case of accidental interruptions of service as a result of construction activities.
    c. Vegetation management including provisions for:
        i. Protecting trees and other screening vegetation adjacent to construction work areas from construction impacts;
        ii. Replacing removed trees following City of Seattle street tree standards (see Appendix E, number 7); and
        iii. WSDOT monitoring of contractor adherence to i and ii above.
    d. Temporary erosion and sediment control measures to be implemented throughout the construction period.
    e. Traffic management measures during construction to keep traffic flowing, limit detour routes through residential areas, and ensure access for residents, etc.

D. The CCMP will be supported by communication activities that include the following:

1. A process for providing up-to-date construction information (schedules, schedule changes, potential delays, current work areas, street closures and detours, closures of the Montlake Cut, results of monitoring, etc.) to the public. Potential notification mechanisms could include a website, smart phone application, automated traffic management signs, etc.
2. Development of an email list that WSDOT will use to inform communities of upcoming construction. Email notification will include community council officers so that timely information can be distributed through community online forums.
3. A single point of communication to be established for the duration of construction. This would include a 24/7 contact phone number and an email address to which problems, questions, and concerns could be sent. These communications would then be directed to the appropriate jurisdiction or agency for resolution, as appropriate. Questions and concerns will be addressed within 10 working days unless otherwise noted in this Agreement.
4. A process through which the concurring parties to this Agreement may receive routine construction updates/outlooks as well as notifications of applicable permit conditions, such as periods when noise variances will be in place (see Appendix E, number 12 for web link to City of Seattle noise variance rules).

E. Process to develop the CCMP:

1. WSDOT will develop the CCMP as a component of, and tailored to the specific activities included in, major Project construction contracts that are awarded for the Project corridor.
    a. The mitigation measures triggered by construction of the SR 520 Evergreen Point Bridge will be covered in the first version of the CCMP.
    b. Future versions of the CCMP will incorporate construction activities as soon as they receive obligated funding and are permitted.
2. CCMP elements identified under stipulation VIII.C will be based on existing WSDOT standard specifications and other environmental commitments.
3. Following the publication of the NEPA Record of Decision for the Project, WSDOT will convene concurring parties to this Agreement in meetings to:
    a. Describe items to be developed under stipulation VIII.C.
    b. Seek input about whether these practices and plans could be enhanced or modified to best meet the concerns of concurring parties and minimize construction effects.
4. Revisions to the CCMP for each component of the Project will be developed in consultation with the concurring parties to this Agreement and others potentially affected by that construction component.

IX. Changes in Haul Route Locations

A. Potential haul routes have been identified for the Project based on the best information available at the time of execution of this Agreement. Seattle routes are shown in Appendix D.

B. Should additional haul routes lying outside the current APE (Appendix B) west of Lake Washington be identified by the contractor after execution of this Agreement, WSDOT will revise the APE following the same approach for identification of historic properties along potential haul routes that was used within the current APE.

C. WSDOT will ensure that potential historic properties that are added to the APE are identified and evaluated for NRHP eligibility in consultation with DAHP.

D. The signatories to this Agreement are in accord that any chosen haul route that includes eligible or listed historic properties will have an adverse effect on historic properties and that the measures provided in stipulations VII.C, VII.G, and VIII are the appropriate mechanisms for resolving those adverse effects.

X. Dispute Resolution

A. All signatories to this Agreement shall strive to address and resolve disagreements concerning the implementation of this Agreement informally.

B. In the event that informal resolution cannot be achieved, any signatory to this Agreement may object in writing to FHWA or WSDOT regarding any action carried out or proposed with respect to implementation of this Agreement. The agency receiving the objection shall, within 10 working days, initiate consultation with the objecting party to resolve the objection.

C. If after initiating such consultation FHWA or WSDOT determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to ACHP, including the agency's proposed response to the objection.

D. Within 30 calendar days after receipt of all pertinent documentation, ACHP shall exercise one of the following options:

1. Advise FHWA that ACHP concurs with FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly;
2. Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or
3. Notify FHWA that the objection will be referred for comment pursuant to 36 CFR §800.7(a)(4), and proceed to refer the objection and comment. FHWA shall take the resulting comment into account in accordance with 36 CFR §800.7(c)(4), with reference only to the subject of the dispute; FHWA's responsibility to ensure that all actions under this Agreement that are not the subjects of the dispute are carried out will remain unchanged.

E. Should a concurring party to this Agreement object in writing to FHWA regarding the implementation of this Agreement, FHWA shall consult with the objecting party and with WSDOT to determine how the objection should be resolved.

XI. Amendment and Termination

A. Any signatory to this Agreement may request that it be amended, whereupon the signatories will consult to reach a consensus on the proposed amendment. WSDOT will seek input from the concurring parties on any proposed amendments. Any amendment to this Agreement must be signed by all signatories.

B. If execution of the first construction contract for the Project between the west approach and I-5 is delayed for more than five years after execution of this Agreement, the signatories to this Agreement will meet or consult electronically to determine whether any amendments to this Agreement should be proposed. WSDOT will seek input from the concurring parties as to whether any amendments are needed.

C. Any signatory to this Agreement may terminate it by providing a 30-calendar-day written notice to the other parties, provided that the signatories and concurring parties will consult during the 30-day period prior to termination to seek agreement on amendments or other actions that would avoid termination.

D. In the event of termination, FHWA shall comply with 36 CFR Part 800 for all remaining actions under this Agreement.

XII. Monitoring of Performance

A. For the Evergreen Point Bridge component of the Project, WSDOT will hold a meeting with any interested concurring parties to this Agreement every six months, beginning six months after execution of the construction contract, to review performance under the terms of this Agreement. The concurring parties may propose amendments to this Agreement (which will then be reviewed by the signatories to this Agreement under the provisions of stipulation XI) or changes to the procedures to be followed during future

components of the Project, based on lessons learned from this first construction component.

B. For all other construction components of the Project, every three months for the duration of this Agreement and beginning three months after the execution of each construction contract for the Project, WSDOT will, after communication and coordination with the concurring parties to ascertain the need, convene a meeting of the concurring parties to evaluate the operation of the Agreement. At that time, the concurring parties may discuss whether or not the Agreement is functioning as intended and whether the Agreement needs to be amended to correct and improve its performance. WSDOT will provide the signatories to this Agreement with information on any amendments recommended by the concurring parties. The signatories will then review the recommendations concerning amendments to the Agreement under the provisions of stipulation XI.

C. At any time during the Project, the parties to this Agreement may choose, through a simple majority vote of concurring parties who express a preference, to schedule the meetings described in this stipulation less frequently. Such a change in frequency of meetings will not require a formal amendment of this Agreement.

D. Any concurring party to this Agreement who no longer wishes to participate in consultations under the terms of the Agreement may withdraw from participation by informing WSDOT in writing that it wishes to do so. Should a concurring party be non-responsive to requests from WSDOT related to this Agreement after a period of one year, WSDOT may assume the concurring party no longer wishes to participate in consultations.

E. Every three months following the execution of the first construction contract and at least 10 calendar days prior to the next scheduled concurring parties meeting, WSDOT will prepare a report on all activities carried out under the Agreement for the previous three months and distribute the report to the concurring parties.

F. These meetings to monitor performance of the Agreement will be in addition to and separate from other meetings to be held under the terms of this Agreement.

G. WSDOT will monitor construction to ensure compliance with the conditions of this Agreement. Should a non-compliance event occur associated with this Agreement, WSDOT will follow the agency's Environmental Compliance Assurance Procedures (see Appendix E, number 16) and will report any such event to the concurring parties prior to the next regularly scheduled meeting.

XIII. Duration of Agreement

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

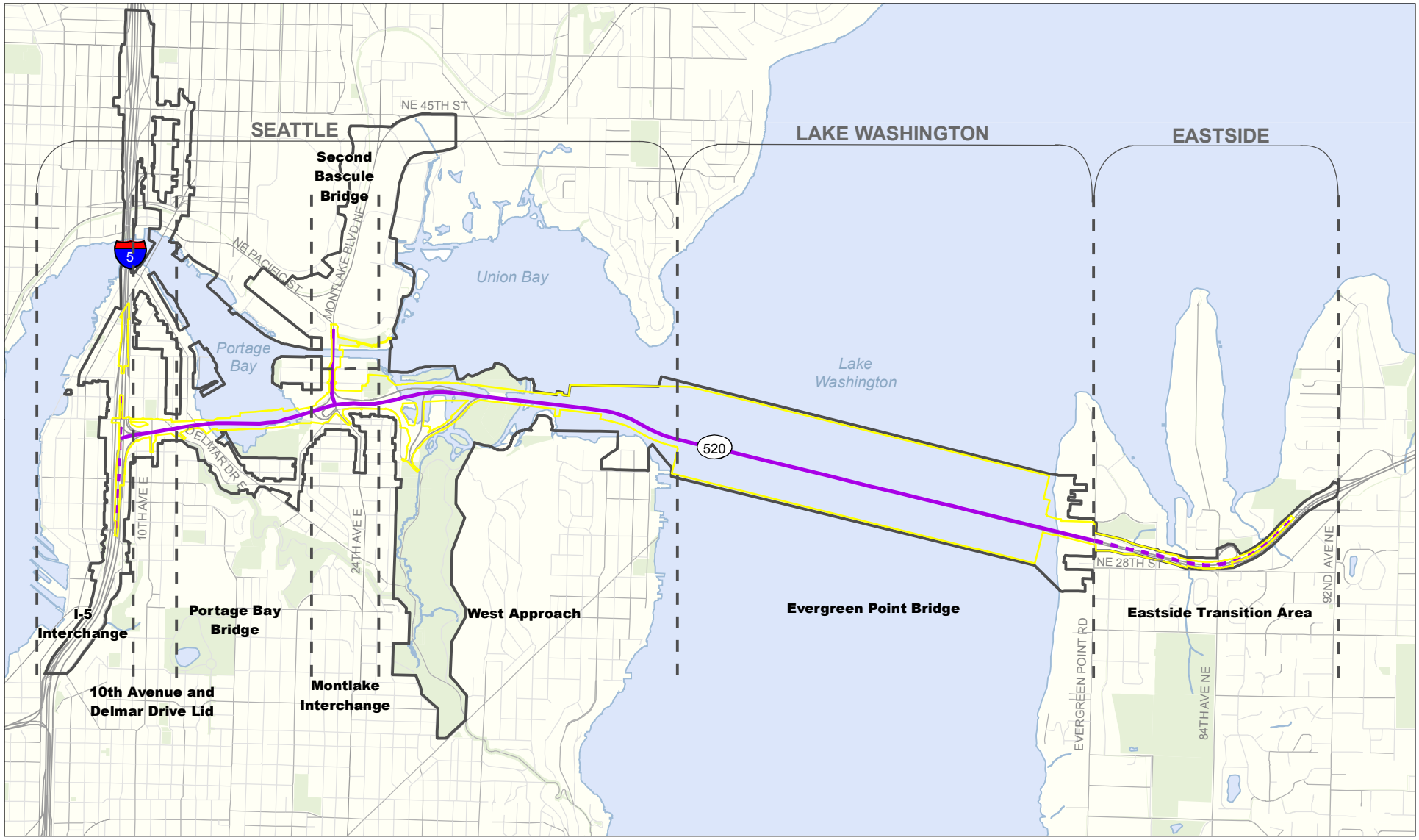
Execution and implementation of this Agreement evidence that FHWA, USACE, and NOAA have taken into account the effects of the SR 520, I-5 to Medina Bridge Replacement and HOV Project on historic properties and afforded the ACHP an opportunity to comment on those effects.

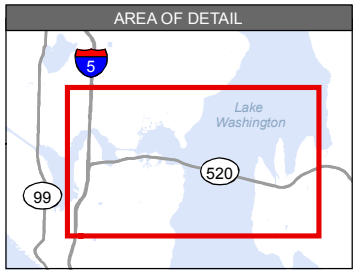
Acronyms and Abbreviations Used in the
SR 520, I-5 to Medina Bridge Replacement and HOV Project
Section 106 Programmatic Agreement

ABGC	Arboretum and Botanical Garden Committee
ACHP	Advisory Council on Historic Preservation
Agreement	Section 106 Programmatic Agreement for the SR 520 Project
APE	area of potential effects
Arboretum	Washington Park Arboretum
BMPs	best management practices
CCMP	community construction management plan
CFR	Code of Federal Regulations
CPTED	crime prevention through environmental design
DAHP	Washington State Department of Archaeology & Historic Preservation
Final EIS	*SR 520, I-5 to Medina: Bridge Replacement and HOV Project Final Environmental Impact Statement and Section 4(f) and 6(f) Evaluations*
FHWA	Federal Highway Administration
HABS/HAER	Historic American Buildings Survey/Historic American Engineering Record
HAER	Historic American Engineering Record
HOV	high-occupancy vehicle
I-5	Interstate 5
MOHAI	Museum of History and Industry
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NRHP	National Register of Historic Places
Project	SR 520, I-5 to Medina: Bridge Replacement and HOV Project
SDC	Seattle Design Commission
SDOT	Seattle Department of Transportation
SHPO	State Historic Preservation Officer
SR	State Route
SYC	Seattle Yacht Club
UDP	Unanticipated Discovery Plan
USACE	United States Army Corps of Engineers
U.S.C.	United States Code (codification of the laws of the United States)
WSDOT	Washington State Department of Transportation

APPENDIX A

Area of Potential Effects and Geographic Study Areas for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project





Limits of Construction
Area of Potential Effects
Project Extent
Limited Improvement
Stream
Park

N
0 1,000 2,000 4,000 Feet

Source: King County (2005) GIS Data (Streams and Streets), King County (2007) GIS Data (Water Bodies), CH2M HILL (2008) GIS Data (Parks). Horizontal datum for all layers is NAD83(91); vertical datum for layers is NAVD88.

Area of Potential Effects and Geographic Study Areas

SR 520, I-5 to Medina: Bridge Replacement and HOV Project

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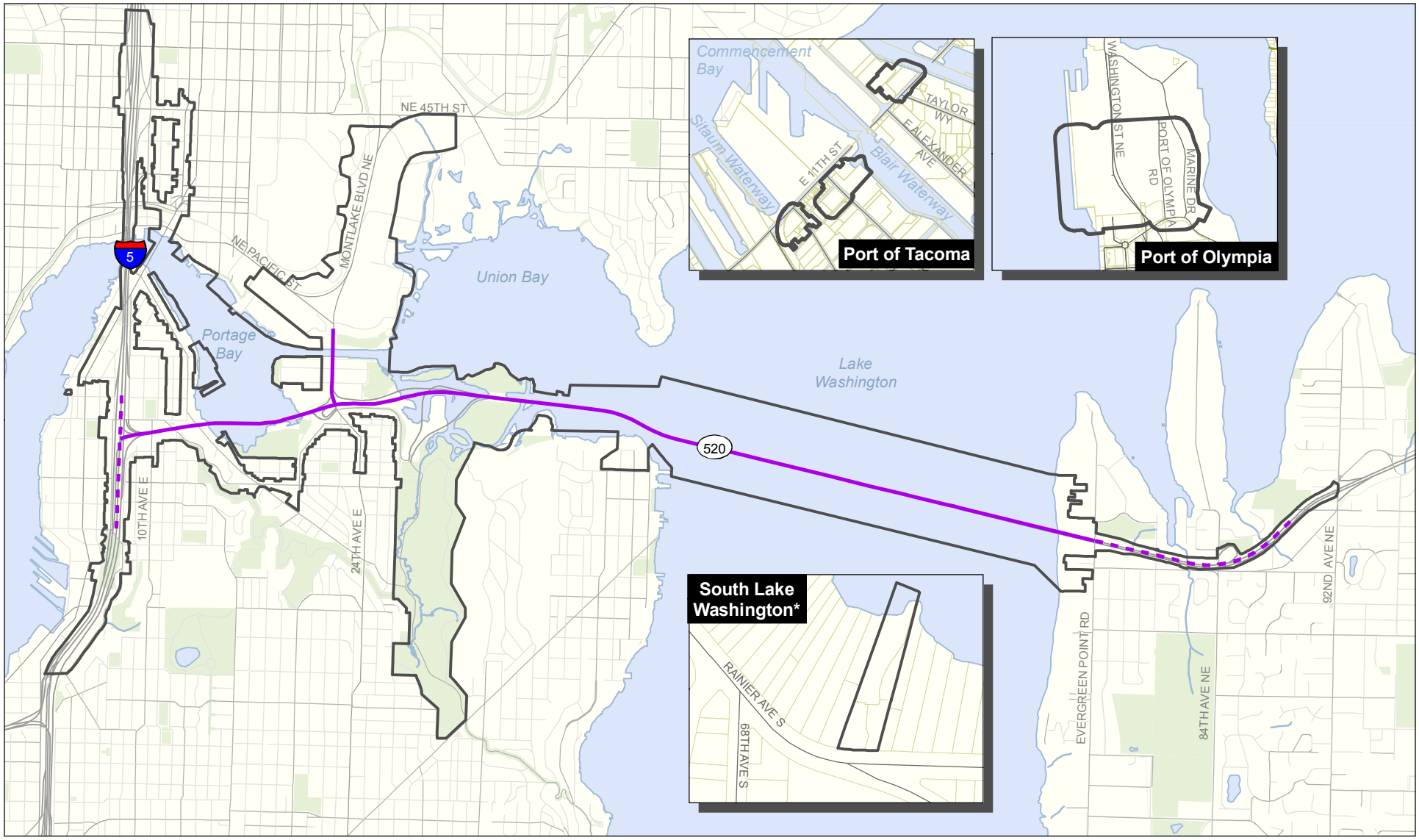
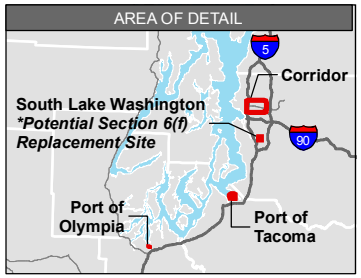
APPENDIX B

Area of Potential Effects for SR 520, I-5 to Medina: Bridge Replacement and HOV Project





Project Extent

Limited Improvement

Area of Potential Effects

Park

N

0 1,000 2,000 4,000 Feet

Source: King County (2005) GIS Data (Streams and Streets), King County (2007) GIS Data (Water Bodies), CH2M HILL (2008) GIS Data (Parks). Horizontal datum for all layers is NAD83(91); vertical datum for layers is NAVD88.

Area of Potential Effects for the SR 520, I-5 to Medina Bridge Replacement and HOV Project

APPENDIX C

Historic Properties Whose Integrity Would Be Temporarily or Permanently Diminished

APPENDIX C

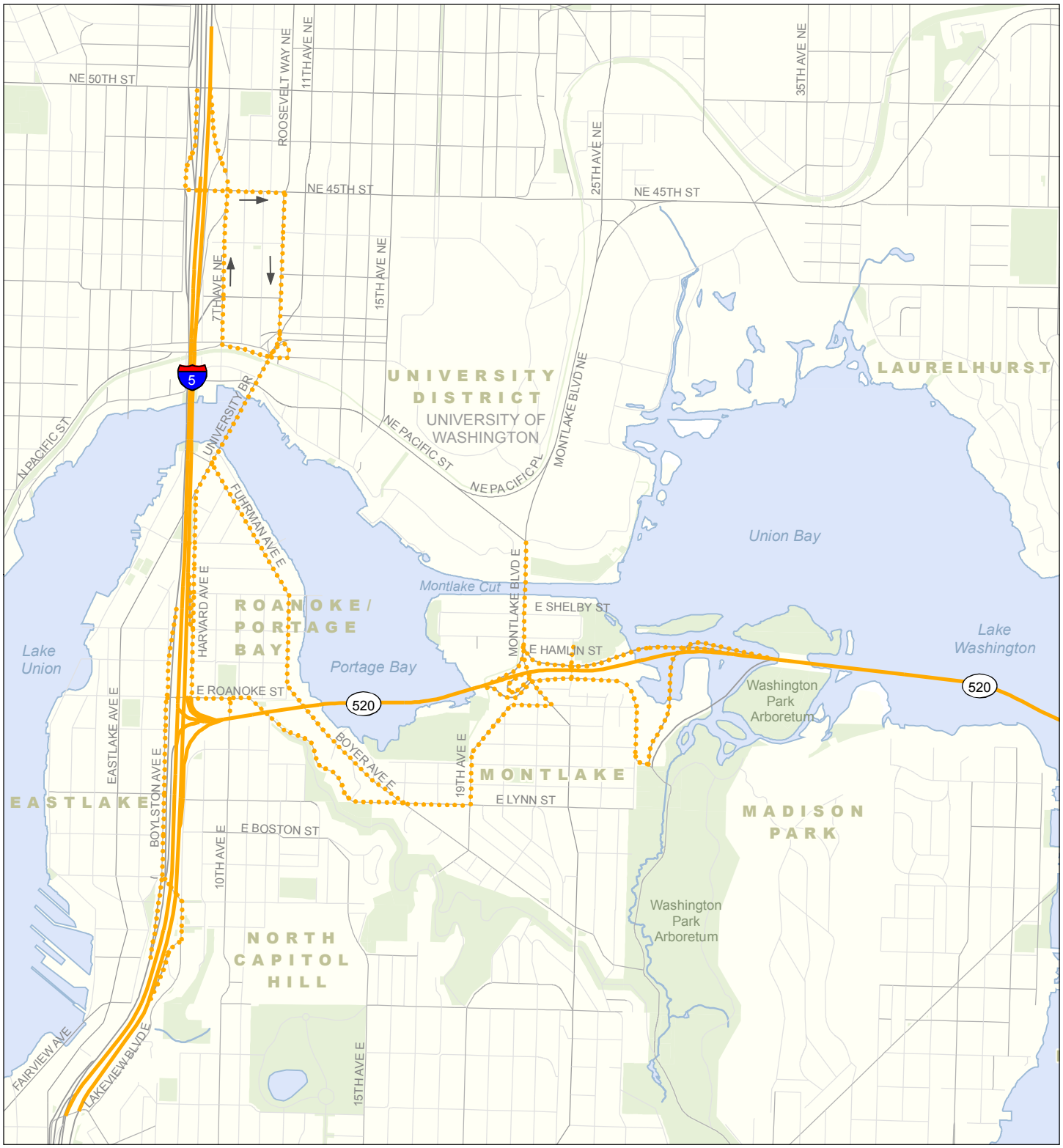
Historic Properties Whose Integrity would be Temporarily or Permanently Diminished[1]

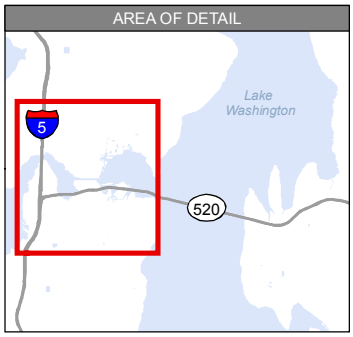
Property ID	Historic Property
Multiple	All historic properties in the APE along construction haul routes
4, 10, 20, 23, 22, 25, 26, 27, 36, 39, 45, 48, 52	Chung House, Denny-Fuhrman (Seward) School, Talder House, Sugamura House, East Miller Condominium, Wicklund-Jarr House, Glover Homes Building, Keuss Building, Fire Station #22, Gunby House, Boyd House, Mason House, and Kelley House
37	Roanoke Park Historic District (80 contributing properties)
55	Seattle Yacht Club
56	NOAA Northwest Fisheries Science Center
54	Montlake Bridge
238	Montlake Historic District (154 contributing properties within the APE)
203	Canoe House
200	Foster Island Traditional Cultural Property
202	Governor Albert D. Rosellini (Evergreen Point) Bridge

[1] Adapted from Exhibit 6-2 of the Section 106 technical report, p. 6-24.

APPENDIX D

Potential Haul Routes for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project – Seattle





Potential Primary Haul Route

Potential Secondary Haul Route

Source: King County (2005) GIS Data (Streams and Streets), King County (2007) GIS Data (Water Bodies), CH2M HILL (2008) GIS Data (Parks). Horizontal datum for all layers is NAD83(91); vertical datum for layers is NAVD88.

N

0 500 1,000 2,000 Feet

Potential Haul Routes - Seattle

SR 520, I-5 to Medina: Bridge Replacement and HOV Project

APPENDIX E

Standards and Guidance Referenced in the Section 106 Programmatic Agreement for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project

APPENDIX E

Standards and Guidance Referenced in the SR 520, I-5 to Medina Bridge Replacement and HOV Project–Section 106 Programmatic Agreement

1. For the programmatic agreement among FHWA, ACHP, WSDOT, and DAHP implementing the Federal-aid Highway program in Washington State, see http://www.wsdot.wa.gov/NR/rdonlyres/4F43B21C-AACC-460B-8BC3-A2A72C920801/0/Section106PA.pdf.

2. For information on crime prevention through environmental design (CPTED), see http://www.seattle.gov/police/prevention/Neighborhood/CPTED.htm.

3. For the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, see http://www.cr.nps.gov/hps/tps/standguide/.

4. For Seattle Parks and Recreation Olmsted Park Furniture Standards, see http://www.wsdot.wa.gov/NR/rdonlyres/5DB59ABE-FF08-47E6-8B1C-85465EDAD5EE/0/2003OlmstedParkFurnitureStandards.pdf

5. For DAHP recordation standards for structures, see www.dahp.wa.gov/pages/Documents/documents/MitigationDocumentationStandards.pdf.

6. For information about context-sensitive solutions in transportation planning, see http://www.fhwa.dot.gov/context/index.cfm.

7. For City of Seattle standards about street trees, see the Seattle Right of Way Manual, http://www.seattle.gov/transportation/rowmanual/manual/4_14.asp.

8. For WSDOT *Standards Specifications Manual*, see http://www.wsdot.wa.gov/publications/manuals/M41-10.htm

9. For WSDOT revegetation standards, see the WSDOT Roadside and Site Development web page, http://www.wsdot.wa.gov/Design/Roadside/. See also http://www.wsdot.wa.gov/Maintenance/Roadside/vegetation.htm.

10. For DAHP guidelines on archaeological data collection, see http://www.dahp.wa.gov/pages/Documents/documents/ExternalFINAL_001.pdf.

11. For WSDOT's Unanticipated Discovery Plan (UDP), *Plan and Procedures for the Unanticipated Discovery of Cultural Resources and Human Skeletal Remains*, see http://www.wsdot.wa.gov/NR/rdonlyres/4A942436-C459-4DA9-9868-5CE63A15111D/0/DiscoveryFormTemplate.doc.

12. For City of Seattle requirements concerning noise variances, see http://web1.seattle.gov/dpd/dirrulesviewer/Rule.aspx?id=3-2009.

13. For WSDOT policy and procedures on consultation about noise walls, see http://www.wsdot.wa.gov/NR/rdonlyres/26528ACC-7437-427C-BE81-F6FFA9C3BFD2/0/WSDOTNoisePolicy.pdf.

14. For WSDOT *Environmental Procedures Manual*, see http://www.wsdot.wa.gov/Publications/Manuals/M31-11.htm.

15. For WSDOT "*No idle and fuel conservation policy*" see http://wwwi.wsdot.wa.gov/NR/rdonlyres/B3967846-067B-4E14-B2E9-76F619AB52A4/0/NoIdlePolicy.pdf

16. For WSDOT environmental compliance assurance guidance, see http://www.wsdot.wa.gov/Environment/Compliance/ComplianceGuidance.htm.

APPENDIX F

Section 106 Programmatic Agreement Implementation Matrix for the SR 520, I-5 to Medina Project: Bridge Replacement and HOV Project

APPENDIX F

Section 106 Programmatic Agreement Implementation Matrix

This appendix describes how the Section 106 Programmatic Agreement (PA) will be implemented by identifying relevant information associated with individual commitments. The implementation matrix is a tool to help WSDOT and concurring parties track how the PA commitments will be implemented. The matrix will be a "living document," as it will be based on current information and updated over time to reflect new information and Project developments. An updated matrix will be provided at each PA monitoring meeting held with concurring parties per stipulation XII. Please note that tribal commitments will be tracked separately from this implementation matrix.

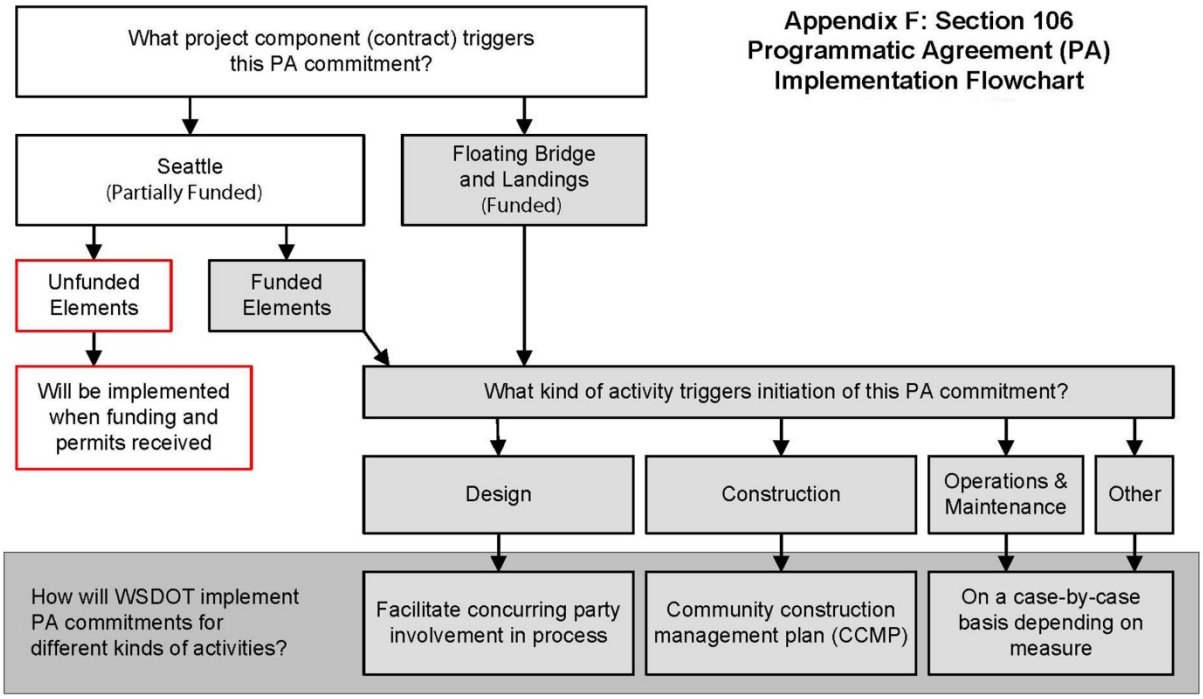
The implementation matrix provides information under the following column headers:

- **ID#:** References the corresponding commitment within the text of the PA.
- **Commitment:** Provides the relevant text of the commitment from the PA. (The PA commitment may not be included in its entirety to keep the matrix as concise as possible.)
- **Contract:** Lists which Project component will trigger this commitment. Currently, the matrix lists three options:
  - All: The commitment would apply to the entire SR 520, I-5 to Medina Project corridor.
  - FB&L: The commitment would be triggered by the SR 520 Evergreen Point Bridge and Landings Project construction contract.
  - Seattle: The commitment would only be triggered by work completed for the portion of the SR 520 corridor between I-5 and the west connection to the floating bridge. As funding becomes available, the Seattle portion of the Project may be further broken out.
- **Commitment Initiation:** Lists the general kind of activity that will trigger this PA commitment (design, construction, operations and maintenance, and/or other).
- **Commitment Completion:** Lists the status of a particular commitment, or the anticipated completion date based on current information.

- **Partners:** Some commitments may require involvement or consultation from other agencies, groups, and/or stakeholders. These parties are listed in this column. Note that some commitments may be met through processes open to the public.
- **Notes:** Additional relevant information pertaining to the commitment.

Example: Referring to the first line of the matrix, one would learn that stipulation I.A (preparing Historic American Engineering Record documentation) will be triggered by the Evergreen Point Bridge Project component, is currently in progress, and does not require the involvement of other partners to complete.

The corresponding Section 106 Programmatic Agreement Implementation Flowchart, provided below, is an overview of the implementation process that the matrix is designed to track.



ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
I.	**Evergreen Point Bridge**					
A.	Prepare Level II Historic American Engineering Record (HAER) documentation of the Evergreen Point Bridge, including photographs, reproductions of selected as-built drawings, and a written history.	FB&L	In process	summer 2011	National Park Service	
B.	Provide this documentation to DAHP and to the National Park Service Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) program	FB&L	In process	summer 2011	DAHP, National Park Service, MOHAI, Eastside Heritage Center and Seattle Yacht Club	Copies being provided to the identified partners.
C.	Include a summary of the documentation collected in stipulation I.A. and a selection of the photos on the interpretive website proposed in stipulation VII.I.	FB&L	Design	within 6 months of construction beginning	DAHP	
II.	**West Approach**					
A.	Treatment Plan for the Foster Island Traditional Cultural Property					
1.	Consult, develop and complete a treatment plan to resolve adverse effects of the Project on the Foster Island Traditional Cultural Property.	All	In process	August 2011	USACE, DAHP, affected tribes, FHWA	Should any disputes arise during this process that cannot be resolved through further consultation, FHWA will seek advisory comments from ACHP as provided for in stipulation X of this Agreement.
2.	The specific resolution measures in the Foster Island treatment plan will be determined through consultation. These may include, but are not limited to, the measures identified below.	All	In process	August 2011	USACE, DAHP, affected tribes, FHWA	Agreed-upon measures may be carried forward through one or more government-to-government agreements negotiated and executed prior to initiation of Project construction on Foster Island.
a.	Preparation of a comprehensive ethnographic report addressing the SR 520 corridor and environs to provide the historic context for Foster Island.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
i.	The contractor for the above-referenced comprehensive report would be approved by the affected tribes;	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
ii.	Scope of the above contract would be approved by the affected tribes.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
iii.	Parties responsible for execution of the above contract would be approved by the affected tribes.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
b.	Consultation with the Arboretum Botanical Garden Committee (ABGC) and the affected tribes on a planting plan.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA, ABGC	*(Provisional - currently proposed mitigation)*
i.	Re-vegetate WSDOT right-of-way on Foster Island with native vegetation of ethnobotanical significance to affected tribes. The WSDOT contracted plant establishment period would extend for a period of years to be determined through consultation.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA, ABGC	*(Provisional - currently proposed mitigation)*
ii.	Planting materials would be selected from an ethnobotanical list provided by the Muckleshoot Indian Tribe;	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA, ABGC	*(Provisional - currently proposed mitigation)*
iii.	Planting materials would be consistent with historic and documentary research performed as part of the ethnographic study (as referenced in stipulation II.A.2.a.) identifying types of vegetation present on Foster Island historically, in so far as possible.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA, ABGC	*(Provisional - currently proposed mitigation)*
c.	A public interpretation program related to the history and prehistory of the Project area.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
d.	A GIS product incorporating data from the *Geomorphology and Shoreline History of Lake Washington, Union Bay, and Portage Bay Study* (2011) conducted by WSDOT.	All	TBD	TBD	no partner identified	*(Provisional - currently proposed mitigation)*

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
e.	Consult to make provisions for a culturally appropriate ceremony at Foster Island prior to construction.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
f.	Consult to make provisions for landscaping in a designated area within the Arboretum for future ceremonies.	All	TBD	TBD	USACE, DAHP, affected tribes, FHWA	*(Provisional - currently proposed mitigation)*
g.	Remove Active Traffic Management System equipment on Foster Island installed in 2010	All	TBD	TBD	no partner identified	*(Provisional - currently proposed mitigation)*
3.	Ensure that the treatment plan is in completed prior to commencement of Project construction on Foster Island.	All	Prior to commence-ment of construction on Foster Island	prior to commencement of construction on Foster Island	USACE, DAHP, affected tribes, FHWA	
4.	The treatment plan will indicate which measures must be completed prior to commencement of construction and which may be completed over a longer, but specified, term.	All	Prior to commence-ment of construction on Foster Island	prior to commencement of construction on Foster Island	USACE, DAHP, affected tribes, FHWA	
B.	Develop an aesthetic design for the West Approach and surrounding area.	Seattle	Design (Urban)	prior to 100% design	ABGC, affected tribes, other stakeholders and homeowners in surrounding areas, Friends of Seattle's Olmsted Parks, Madison Park Community Council, Montlake Community Club, DAHP	The design will incorporate mechanisms of crime prevention through environmental design (CPTED) (see Appendix E, number 2).
C.	Develop a landscape design, including grading and planting, within the WSDOT peninsula and current ramp locations, and follow the Secretary of the Interior's Standards for the Treatment of Historic Properties insofar as these apply to designed landscapes.	Seattle	Design (Urban)	prior to 100% design	DAHP, ABGC, affected tribes, other stakeholders and homeowners in surrounding areas, Friends of Seattle's Olmsted Parks	The design may include habitat and wetland restoration and enhancement projects as appropriate (see Appendix E, number 3 for the standards).

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
D.	Facilitate consultation between the affected tribes and ABGC and other stakeholders concerning landscape planning and management of Foster Island as needed.	Seattle	In process	prior to 100% design	ABGC, affected tribes, other stakeholders as appropriate	
E.	Use quieter concrete pavement on the west approach structure, monitor the quieter concrete pavement for safety every two years and monitor the quieter concrete for noise performance at least quarterly over a period of four years.	All	Design / Construction	four years after completion of construction	concurring parties	Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
F.	Place sound-absorptive material on the inside face of the currently planned 4-foot barriers along the west approach structure.	Seattle	Design / Construction	upon completion of construction	no partner identified	
G.	Consult about design and location for plantings to create visual buffers between Lake Washington Boulevard East residences and the west approach structure beyond the eastern edge of the Montlake lid.	Seattle	Design (Urban)	prior to 100% design	affected property owners, ABGC, DAHP	This is part of planning for the WSDOT peninsula once the SR 520 ramps are removed.
III.	**Montlake Interchange**					
A.	Montlake Boulevard and Lake Washington Boulevard					
1.	Consult about the final design for changes to Lake Washington Boulevard necessitated by the Project.	Seattle	Design (Urban)	prior to 100% design	SDOT, DAHP, concurring parties, affected property owners	
2.	To the maximum extent practicable, ensure that changes to Lake Washington Boulevard are consistent with the City of Seattle Olmsted park furniture standards and follow the Secretary of the Interior's Standards for the Treatment of Historic Properties.	Seattle	Design (Urban)	prior to 100% design	DAHP, concurring parties, affected property owners, SDOT, Friends of Seattle's Olmsted Parks	See Appendix E, number 3 and 4 for design standards.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
3.	Ensure that the portion of the Montlake Boulevard median to be partially removed is re-established such that it retains the Olmsted plan to the maximum extent practicable	Seattle	Design (Urban)	prior to 100% design	DAHP, Seattle Parks and Recreation, Friends of Seattle's Olmsted Parks, SDOT	
4.	Within the area of Montlake Boulevard where median modifications are planned, consult on design, wording, and placement of a sign about the Alaska-Yukon-Pacific Exposition and the Olmsted design for this portion of Montlake Boulevard.	Seattle	Design	prior to 100% design	DAHP, concurring parties, other stakeholders as appropriate, Friends of Seattle's Olmsted Parks	This sign will be developed as part of the process described in stipulation III.C.3.
5.	Prepare an NRHP Multiple Property Documentation Form for Seattle's Olmsted-designed parks and boulevards and prepare the associated nomination form for Lake Washington Boulevard.	Seattle	Design	prior to construction beginning in the historic district	DAHP, Friends of Seattle's Olmsted Parks, King County Historic Preservation Office, Washington Trust for Historic Preservation, City of Seattle	
a.	Ensure that materials developed as part of this nomination are prepared and submitted in a format compatible with both the DAHP and City of Seattle historic property databases.	Seattle	Design	prior to construction beginning in the historic district	DAHP, City of Seattle	
b.	Provide for digitization of historic plans, correspondence, and photos of the Olmsted work on Lake Washington Boulevard, the Washington Park Arboretum and the Olmsted Boulevard System at a cost not to exceed $10,000. Consult to determine which archival sources and which documents will be selected for this digitization project.	Seattle	Design	prior to construction on Lake Washington Boulevard	DAHP, King County Historic Preservation Office, Washington Trust for Historic Preservation, Friends of Seattle's Olmsted Parks	
c.	The selected documents will be digitized to archival standards and, subject to rights restrictions, will provide the scanned documents to the Friends of Seattle's Olmsted Parks, King County, DAHP, and the City of Seattle.	Seattle	Design	prior to construction on Lake Washington Boulevard	DAHP, Friends of Seattle's Olmsted Parks, King County Historic Preservation Office, City of Seattle	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
6.	Consult to determine whether Seattle Parks and Recreation would be willing to have a sign or some other indicator of the significance of Lake Washington Boulevard as an Olmsted property placed on the small piece of Seattle Parks and Recreation property at the southeast corner of Montlake Boulevard and Lake Washington Boulevard. If Seattle Parks and Recreation is willing to accept this proposal, consult to design the sign or other marker and have it fabricated and placed on the Seattle Parks and Recreation property.	Seattle	Design (Urban)	prior to 100% design	DAHP, Seattle Parks and Recreation, Friends of Seattle's Olmsted Parks, Montlake Community Club	This sign will be developed as part of the process described in stipulation III.C.3.
B.	Montlake Lid					
1.	Consult to create a landscape design plan for the Montlake lid that is compatible with the historic character of the Montlake Historic District. This plan will include plantings and urban design elements, possibly including median and planter strip design, interpretive signage, and bus shelter design.	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties, King County Metro Transit	Concurring parties will be informed of SDC and Seattle Landmarks Preservation Board meetings.
2.	Include interpretive exhibits and markers in the lid design if the design process identifies such exhibits or markers as being desirable. If markers or exhibits are placed on the lid, they may include information about the evolution of the Olmsted landscape and the effects of SR 520 on that landscape.	Seattle	Design (Urban)	prior to 100% design	DAHP, Seattle Parks and Recreation, Friends of Seattle's Olmsted Parks	Exhibits should note that the lid reconnects communities and recovers the landscape connections that were important historically within the landscape of Seattle.
3.	Ensure that the design of the Montlake Boulevard planted areas across the lid reflect the historical connection between Montlake Boulevard and Lake Washington Boulevard; these planted areas should reflect the original design principles of Lake Washington Boulevard and other Olmsted-designed boulevards in Seattle to the degree possible.	Seattle	Design (Urban)	prior to 100% design	SDOT, Seattle Parks and Recreation, Friends of Seattle's Olmsted Parks, Montlake Community Club	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
4.	Provide for the use of underground wiring on the Montlake lid to the maximum extent practicable.	Seattle	Design (Urban)	prior to 100% design	Seattle Public Utilities, Local Utilities	
C.	Historic Preservation Enhancements					
1.	Complete an intensive level survey of contributing and noncontributing properties within the Montlake Historic District and prepare an NRHP nomination for the district, consistent with DAHP and NRHP standards.	Seattle	Design	prior to construction beginning within the historic district	DAHP, Montlake Community Club, City of Seattle	To facilitate future historic preservation planning efforts within the Montlake community. See Appendix E, number 5 for DAHP survey standards.
a.	Consult to identify appropriate opportunities for Montlake Community Club members to participate in this effort as volunteers.	Seattle	Design	prior to construction beginning within the historic district	DAHP and Montlake Community Club	
b.	Survey materials will be compiled and submitted in a format compatible with both the DAHP and City of Seattle historic property databases.	Seattle	Design	upon completion of survey	DAHP and City of Seattle	
2.	Consult on a design to re-establish a visual buffer on or adjacent to the remaining Canal Reserve Lands south of historic properties on East Hamlin Street.	Seattle	Design (Urban) / Construction	upon lid construction completion	SDC, affected property owners	Concurring parties will be informed of meetings with SDC.
3.	Consult on the development of a sign plan for historic markers or signage for the Montlake Historic District. Once the sign plan is approved, fund fabrication and installation of up to five historic markers or signs within the district.	Seattle	Design (Urban) / Construction	upon lid construction completion	concurring parties, DAHP, City of Seattle	The information from the markers/signage may become part of the project-wide educational website proposed in stipulation VII.I.
4.	Consult to determine whether MOHAI's clock tower, bell, and cannon can be preserved and reused in East Montlake Park or elsewhere within the Montlake Historic District.	Seattle	Design	prior to construction beginning	MOHAI, City of Seattle, Seattle Parks and Recreation, concurring parties	If MOHAI chooses not to relocate the clock tower, bell, and cannon, iconic features of the Montlake Historic District, to their new facility and is willing to donate them to the City of Seattle.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
5.	If the clock tower, bell, and cannon remain within the historic district, consult to identify maintenance and long-term responsibilities for these items and provide DAHP with copies of any agreements covering these issues.	Seattle	Design	prior to construction beginning	DAHP, City of Seattle	
IV.	**New Bascule Bridge**					
A.	Protective Measures for Nearby Historic Properties					
1.	Consult to ensure that safeguards are in place such that, to the maximum extent practicable, the historic Montlake Bridge is protected from physical damage during construction of the new bascule bridge.	Seattle	Design / Construction	prior to construction beginning	DAHP, Seattle Landmarks Preservation Board, concurring parties, USACE	Concurring parties will be informed of meetings with Seattle Landmarks Preservation Board.
2.	Consult to ensure that safeguards are in place, to the maximum extent practicable, such that vibration, excavations, and heavy equipment do not affect the Canoe House or contributing properties within the Montlake Historic District during construction of the new bascule bridge.	Seattle	Design / Construction	prior to construction beginning	DAHP, University of Washington, concerned concurring parties	No construction staging or storage will occur south of the East Campus Bicycle Route in the immediate vicinity of the Canoe House.
3.	Determine feasible ways to provide a buffer between Montlake Boulevard and the new bascule bridge, and those historic properties that are adjacent to the boulevard and bridge.	Seattle	Design (Urban)	prior to construction beginning	nearby property owners, Montlake Community Club, City of Seattle, DAHP	Any agreed upon measures will be implemented as early as practicable in the construction process for the new bridge.
4.	Maintain access through the Montlake Cut for marine traffic, except for a few short periods of time when the spans are being erected.	Seattle	Construction	upon construction completion	no partner identified	During these periods (estimated at up to five total, ranging from several hours to two work days), the Montlake Cut will be closed to marine traffic. None of these closures will take place during the traditional Opening Day events as described in stipulation VII.B.2.f.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
B.	Design of New Bascule Bridge					
1.	Consult to develop a design-review process for the new bridge that will ensure context-sensitive design and consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties.	Seattle	Design (Urban)	upon commencement of 30% design	DAHP, SDC, Seattle Landmarks Preservation Board, concurring parties, general public, City of Seattle	See Appendix E, number 3 for the standards. Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
2.	Ensure that the design for the new bascule bridge is compatible with the existing bridge and neither competes with nor replicates that bridge.	Seattle	Design (Urban)	prior to 60% design	DAHP, SDC, Seattle Landmarks Preservation Board, concurring parties, general public, City of Seattle	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
3.	Secure the services of an outside design expert with the appropriate experience in historic bridge design compatibility to serve as a consultant during the design process.	Seattle	Design (Urban)	upon commencement of 30% design	no partner identified	
4.	Ensure that access to the Ship Canal Waterside Trail will be maintained throughout construction of the new bridge.	Seattle	Design / Construction	upon construction completion	no partner identified	Full access to the trail will be re-established once bridge construction is completed; the nature of this access will be determined as part of the bridge design process.
C.	Contributing Properties Slated for Removal					
1.	Although the feasibility or cost of relocating the houses has not been evaluated, make available for purchase and relocation the two contributing houses in the Montlake Historic District (2904 and 2908 Montlake Boulevard) slated for removal to accommodate the new bridge.	Seattle	Design	prior to 100% design	no partner identified	
2.	Consult to make the availability of these properties known through appropriate venues, and will keep parties apprised of any expressions of interest.	Seattle	Design	prior to 100% design	concurring parties	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
3.	Record the above properties to DAHP Level II standards and submit the records to DAHP and to the Washington State Archives.	Seattle	Design	prior to 100% design	DAHP	See Appendix E, number 5 for the standards.
4.	If no party that is willing and able to acquire and relocate these structures is identified within six months of WSDOT's initial advertising of availability, WSDOT will deconstruct the structures and will ensure that architectural elements such as doors, windows, moldings, etc., are made available for reuse, and will make the availability of these elements known through appropriate venues.	Seattle	Design / Construction	planning prior to 100% design / removal in construction	DAHP, concurring parties	
5.	If the structures at 2904 and 2908 Montlake Boulevard are deconstructed (rather than being relocated), undertake planning for and disposal of any resultant hazardous materials.	Seattle	Design / Construction	prior to 100% design	no partner identified	
V.	**Portage Bay Bridge**					
A.	Bridge Design					
1.	WSDOT is committed to a Context-Sensitive Solutions approach for the replacement of the Portage Bay Bridge	Seattle	Design (Urban)	upon commencement of 30% design	SDC, DAHP, concurring parties, general public	See Appendix E, number 6 for Context Sensitive Solutions information. Concurring parties will be informed of meetings with SDC.
a.	Develop a design-review process for the new bridge that will address overall urban design	Seattle	Design (Urban)	upon commencement of 30% design	SDC, DAHP, concurring parties, general public	Concurring parties will be informed of meetings with SDC.
b.	Secure the services of an outside design expert with appropriate experience in designing new bridges within historically sensitive areas to serve as a consultant during the design process.	Seattle	Design (Urban)	upon commencement of 30% design	Outside design expert	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	Use quieter concrete pavement on the Portage Bay bridge, maintain the highway surface for safety, will monitor quieter concrete pavement for safety every two years and will also monitor the quieter concrete for noise performance at least quarterly over a period of four years.	Seattle	Design / Construction	four years after completion of construction	concurring parties	Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
3.	Place sound-absorptive material on the inside face of the currently planned 4-foot barriers along both sides of the structure.	Seattle	Design / Construction	upon construction completion	no partner identified	
4.	Encapsulate the bridge joints in an effort to reduce noise.	Seattle	Design (Urban) / Construction	upon construction completion	no partner identified	
5.	Consult on a design to include improved open space as part of the bridge design, making the space under the bridge usable while incorporating the mechanisms of CPTED to the maximum extent practicable.	Seattle	Design (Urban)	upon construction completion	concurring parties	
6.	The East Roanoke Street exit from SR 520 will be maintained at its current single-lane capacity.	Seattle	Design	prior to 100% design	no partner identified	
B.	Agreement on Resolving Adverse Effects on the NOAA Northwest Fisheries Science Center					
1.	WSDOT and FHWA are in the process of negotiating an agreement with NOAA to avoid damage to the historic structures or interruption of the historic research functions at the Northwest Fisheries Science Center as a result of SR 520 construction.	Seattle	In process	by the end of 2011	DAHP, NOAA, FHWA	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	Consult to develop a package of measures to resolve adverse effects that is mutually agreed upon at a staff level, and then elevate these recommendations to policy-level managers at WSDOT and NOAA for approval.	Seattle	In process	by the end of 2011	NOAA, DAHP, FHWA	Timing for approval by both agencies of a final set of measures to resolve adverse effects cannot be identified with certainty, but it is anticipated to occur by the end of 2011.
3.	Make parking under the bridge available to NOAA employees again after completion of construction.	Seattle	Design / Construction	upon construction completion	NOAA	This is pending approval of an airspace lease.
C.	Historic Preservation and Community Enhancements					
1.	Record the houseboats currently docked on the west shore of Portage Bay between University Bridge and the Queen City Yacht Club docks. Evaluate the NRHP eligibility of these properties, both individually and as a potential district.	Seattle	Design	prior to construction beginning on the Portage Bay Bridge	DAHP, City of Seattle, Portage Bay/ Roanoke Park Community	This is to assist in future historic preservation planning efforts. Survey materials will be compiled and submitted in a format compatible with both the DAHP and City of Seattle's historic property databases.
2.	Adapt the information in the Roanoke Park Historic District National Register nomination into a digital format suitable for submission to the City of Seattle historic property database.	Seattle	Design	prior to construction beginning within the historic district	City of Seattle	
3.	Connect the Bill Dawson Trail and the Ship Canal Waterside Trail via the Arboretum Waterfront Trail.	Seattle	Design (Urban) / Construction	upon construction completion	Seattle Parks and Recreation	
4.	Through a partnership, install appropriate retaining wall treatments and lighting along the Bill Dawson Trail to enhance the user experience and promote safety in areas directly affected by Project construction.	Seattle	Design (Urban) / Construction	upon construction completion	Seattle Parks and Recreation	
VI.	**Delmar Drive/10th Avenue Lid and I-5 Interchange**					
A.	10th Avenue/Roanoke Street Intersection					

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
1.	Adopt the design for the 10th Avenue/Roanoke Street intersection.	Seattle	Design	prior to 100% design	DAHP, SDOT, adjacent neighborhoods	Subject to continuing consultation with the neighborhoods and review by DAHP.
2.	Design agreement with the communities shall be in place prior to final design for the Delmar/10th Avenue lid.	Seattle	Design	prior to 100% design	no partner identified	
3.	Consult to develop any plans for the addition of medians or other traffic calming devices to this design.	Seattle	Design	prior to 100% design	DAHP, SDOT, adjacent neighborhoods	
B.	Delmar Drive/10th Avenue Lid Design					
1.	Consult and create a landscape design plan for the Delmar/10th Avenue lid using the services of a landscape architect,	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
2.	This design will be compatible with the historic character of the Roanoke Park Historic District and other adjacent historic properties and consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties insofar as these are applicable.	Seattle	Design (Urban)	prior to 100% design	DAHP	See Appendix E, number 3 for the standards.
3.	This collaborative plan may include some or all of the following:	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
a.	Design, fabrication, and installation of interpretive markers describing the evolution of the Olmsted landscape and the effects of SR 520 on the landscape	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	If adopted as part of the design plan, exhibits may note that the lid reconnects communities and recovers the landscape connections that were important historically within the landscape of Seattle. Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
b.	Incorporating Olmsted characteristics, perhaps using the Seattle Olmsted Park Furniture Standards as guidelines for items such as benches or lighting, into the design of the lid and the Bagley viewpoint.	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	See Appendix E, number 4 for Olmsted Park Furniture Standards. Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*
c.	A context-sensitive design blending the lid gracefully into the hillslope to the south	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*
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	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*
e.	Tagging any mature trees to be removed and notification to the community before construction plans are finalized	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*
f.	Incorporating mechanisms of CPTED to the maximum extent practicable	Seattle	TBD	TBD	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	See Appendix E, number 2 for CPTED information. Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board. *(Provisional – proposed component)*
4.	Design elements from earlier collaborations with Portage Bay/Roanoke Park and North Capitol Hill communities will be carried forward for consideration in the final design, but details such as curbside planting bed design, retention or replacement of the current features of Bagley Viewpoint, and location of signage will be determined through the collaborative design process.	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
5.	Consult on possible inclusion of the marker rock and memorial bench currently located at Bagley Viewpoint in the lid design.	Seattle	Design (Urban)	prior to 100% design	City of Seattle	The City of Seattle owns these items.
6.	Maintain as much mature vegetation as possible on all sides of the lid	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
7.	Provide for the use of underground wiring on the Delmar/10th Avenue lid to the maximum extent practicable	Seattle	Design (Urban)	prior to 100% design	SDC, Seattle Landmarks Preservation Board, DAHP, concurring parties	Concurring parties will be informed of meetings with SDC and Seattle Landmarks Preservation Board.
C.	I-5 Interchange					
1.	Use quieter concrete pavement on all mainline 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. WSDOT will also monitor the quieter concrete for noise performance at least quarterly over a period of four years.	Seattle	Design / Construction	four years after completion of construction	concurring parties	Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
2.	Consult during the design process for the I-5 interchange about the aesthetic treatment of the flyover HOV ramp and other potential measures for protecting views of and from historic properties.	Seattle	Design (Urban)	prior to 100% design	appropriate concurring parties	
3.	Where new right-of-way fence is required in the Portage Bay/Roanoke Park and North Capitol Hill communities, consult about the possibilities for visually compatible fencing.	Seattle	Design (Urban)	prior to 100% design	neighboring communities	
4.	Consult on the development the design for the bicycle/pedestrian path on the south side of the I-5 overpass at East Roanoke Street.	Seattle	Design (Urban)	prior to 100% design	SDC, concurring parties	Concurring parties will be informed of meetings with SDC.
D.	Historic Preservation Enhancements					

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
1.	Consult on the development of a sign plan for historic markers for the Roanoke Park Historic District. Once the sign plan is approved, fund fabrication and installation of up to five historic markers at the major entrances to the district. Consult on a process for ensuring maintenance of the signs.	Seattle	Design (Urban)	upon completion of construction	Portage Bay/Roanoke Park Community Council, DAHP, SDC	Concurring parties will be informed of meetings with SDC.
2.	Record and evaluate the Billodue House at 2333 Broadway Avenue East for NRHP eligibility.	Seattle	Design	prior to construction of the I-5 HOV direct access ramp	North Capitol Hill Community, DAHP, City of Seattle	Survey materials will be compiled and submitted to DAHP and City of Seattle in formats compatible with both the DAHP and City of Seattle's historic property databases.
3.	Preserve in place the trees along the north and south sides of SR 520 between I-5 and the Portage Bay Bridge to the maximum extent practicable. Trees that must be removed during construction will be replaced after construction, where practicable, per City of Seattle requirements.	Seattle	Construction	upon completion of construction	City of Seattle, North Capitol Hill and Portage Bay/Roanoke Park communities	See Appendix E, number 7 for City of Seattle requirements. There will be public involvement with both the Portage Bay/Roanoke Park and North Capitol Hill communities in developing the vegetation management activities (stipulation VIII.C.4.c.) for this area.
4.	Comply with WSDOT standard specifications to mark limits of allowed disturbance in order to protect trees (including their root systems out to the drip line to the maximum extent practicable) and other screening vegetation identified as being retained and protected in place either inside or bordering on the construction area.	Seattle	Construction	upon completion of construction	no partner identified	See Appendix E, number 8 for WSDOT standard specifications.
5.	Consult to identify and select plantings compatible with the historic character of the area to the maximum extent practicable and revegetate the SR 520 roadside areas from I-5 to the 10th/Delmar lid according to WSDOT standards	Seattle	Construction	upon completion of construction	North Capitol Hill and Portage Bay/Roanoke Park communities	See Appendix E, number 9 for WSDOT revegetation standards.
VII.	**Project-wide Measures to Resolve Adverse Effects**					

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
A.	Treatment of Archaeological Historic Properties					
1.	Identify any currently unknown archaeological historic properties within the limits of construction, evaluate their eligibility for the NRHP, resolve any adverse effects to such properties, and establish a process for managing any previously unknown properties discovered during Project construction.	All	Design	prior to construction	DAHP, USACE, affected tribes, appropriate concurring parties	This stipulation describes additional subsurface archaeological investigations that will be carried out prior to construction for each of the construction components of the Project.
2.	Areas identified for further inventory:	All	Design	prior to construction	DAHP, USACE, affected tribes, appropriate concurring parties	
a.	The *Section 106 Technical Report: Volume 1 Archaeology – SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project* has identified areas within the current APE for additional subsurface archaeological investigations.	All	Design	spring 2011	no partner identified	
b.	Identify sites for Project mitigation purposes which have not been inventoried for the presence of historic properties.	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, appropriate concurring parties	
c.	As-yet unanticipated design modifications or Project elements may result in effects to areas outside the current construction footprint. These areas may not have been evaluated for the presence of historic properties.	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, appropriate concurring parties	
3.	Treatment plan to assess and resolve effects to archaeological properties	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, relevant local governments	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
a.	Consult on the development of a Treatment Plan for historic properties not identified to date.	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, relevant local governments	A process consistent with, and reflective of, Section 106 of the National Historic Preservation Act to inventory historic properties.
b.	The Treatment Plan shall include:	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, relevant local governments	
i.	A process consistent with, and reflective of, Section 106 of the National Historic Preservation Act to inventory historic properties, evaluate Project effects on historic properties, and resolve adverse effects on historic properties.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
ii.	Expectations and survey design for completing inventory of the identified in-corridor additional investigation locations.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
iii.	Expectations and survey design for currently identified Project mitigation sites.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
iv.	A strategy for the systematic exploration of those areas where archaeological properties are anticipated in the APE. The strategy will also present methods for targeted excavations in areas considered sensitive for the presence of buried archaeological resources.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
v.	Mechanisms to evaluate and resolve effects for any as-yet unidentified built environment resources as necessary.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
vi.	A summary of anticipated archaeological property types, including pertinent research domains and data requirements.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
vii.	Documentation and recording standards for newly-discovered resources determined to be not eligible for the NRHP.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
viii.	Data collection, analysis, and reporting standards for NRHP-eligible resources consistent with DAHP guidelines.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	See Appendix E, number 10 for the guidelines.
ix.	A monitoring plan for areas identified for archaeological monitoring.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
x.	Mechanisms for stakeholder and public outreach and involvement.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
xi.	Mechanisms to resolve as-yet unidentified adverse effects. Should such resolution of adverse effects become necessary, WSDOT will propose an amendment to this Agreement as provided for in stipulation XI, incorporating the agreed upon resolution measures into this Agreement.	All	Design	prior to major construction activities beginning	DAHP, affected tribes, appropriate agencies, appropriate consulting parties	
4.	The Treatment Plan shall be completed prior to commencement of major construction activities with potential to affect unidentified historic properties.	All	Design	prior to major construction activities beginning	DAHP, USACE, affected tribes, relevant local governments, appropriate agencies, appropriate consulting parties	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
5.	Unanticipated archaeological discoveries	All	Design	upon construction completion	DAHP, affected tribes, appropriate agencies	See Appendix E, number 11 for a sample UDP template.
a.	WSDOT has an active Unanticipated Discovery Plan (UDP) for the Project that shall be in force for all construction activities.	All	Design	upon construction completion	DAHP, affected tribes, appropriate agencies	
b.	Incorporate the UDP into the Treatment Plan and amend in consultation, as necessary	All	Design	upon construction completion	DAHP, affected tribes, appropriate agencies	
c.	Any provisions for emergency evaluation of archaeological materials or emergency data recovery shall include a requirement for DAHP approval.	All	Design	upon construction completion	DAHP, affected tribes, appropriate agencies	
B.	Access to Historic Properties					
1.	Maintain access to all historic properties during construction. Except for emergency situations, provide 24 hours advance notice to affected property owners before any unavoidable interruptions of access. Consult with the affected property owners to address their needs, which may include the development of an alternate access strategy for short-term interruptions of access and longer-term detours.	All	Construction	upon construction completion	affected property owners	
2.	Develop a coordination plan with the Seattle Yacht Club (SYC) to minimize disruption of historically significant activities at the SYC Main Station and on Portage Bay, the Montlake Cut, and Union Bay during construction. The plan will, at a minimum, address the following:	All	Design	upon construction completion	SYC	
a.	Key periods during which SYC considers both water access and land access to its facilities particularly crucial;	All	Design	upon construction completion	SYC	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
b.	Ongoing coordination relative to special events such as weddings or watercraft training or races being held at the SYC or on the water;	All	Design	upon construction completion	SYC	
c.	Provisions for water, vehicular, and pedestrian access to the SYC Main Station for members and guests throughout the construction period;	All	Design	upon construction completion	SYC	
d.	Mechanisms for WSDOT to communicate with SYC about construction schedules on Portage Bay and closures of the Montlake Cut;	All	Design	upon construction completion	SYC	
e.	Prohibition on the use of West Montlake Park for construction staging or other construction-related activities;	All	Design	upon construction completion	SYC	
f.	Provisions for coordination between WSDOT and SYC assuring that construction activities in Portage Bay and the Montlake Cut will not interrupt or interfere with Opening Day Events;	All	Design	upon construction completion	SYC	One week before the first Saturday of May and one week after.
g.	A moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and Union Bay during the Opening Day Events as well as a prohibition of anchoring or mooring pontoons in such a way that they would interfere with Opening Day Events; and	All	Design	upon construction completion	SYC	
h.	A commitment from WSDOT that barge activity (transport, moorage, construction, etc.) will not interfere with the Opening Day Events in Portage Bay.	All	Design	upon construction completion	SYC	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
3.	Consult with St. Demetrios Church to develop a strategy for ensuring safe and convenient access to the Church grounds and facilities in the event that the East Lynn Street/19th Avenue and/or Boyer Avenue potential haul routes are chosen for use at any time during Project construction. This strategy will include the following:	All	Construction	upon construction completion	St. Demetrios Church	
a.	A prohibition on any use of either or both of the potential haul routes during the three calendar days of the annual Greek Festival	All	Design	upon construction completion	St. Demetrios Church	
b.	Cessation of any construction-related activities that would limit the parking available in the neighborhood in the vicinity of the Church during the three calendar days of the annual Greek Festival	All	Design	upon construction completion	St. Demetrios Church	
c.	A requirement that the contractor provide flaggers to assist in entering and exiting the St. Demetrios Church facilities through either the Lynn Street parking lot or the Boyer Avenue entrance during any use of either or both potential haul routes. Flaggers will be made available beginning one-half hour before and extending until one-half hour after regularly scheduled Sunday services	All	Design	upon construction completion	St. Demetrios Church	
d.	A process for ensuring safe and convenient access to the St. Demetrios parking lot for special events, such as the annual fundraising auction, that are scheduled during any period of use of either of the potential haul routes.	All	Design	upon construction completion	St. Demetrios Church	
4.	Coordinate to initiate the studies required to determine whether conditions at the intersection of 19th Avenue E and E Lynn Street warrant installation of stop signs or other traffic control measures.	All	Design	upon construction completion	SDOT, St. Demetrios Church, Montlake Community Club, Concerned Citizens of Montlake	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
5.	Consult with St. Patrick's Church to ensure access to the Church grounds and facilities during construction.	All	Construction	upon construction completion	St. Patrick's Church	
6.	Consult with Seward School to ensure safe access during construction when school is in session	All	Construction	upon construction completion	Seward School	
7.	Except for unavoidable brief periods for which advanced notice will be provided, maintain pedestrian access to all historic properties, to St. Patrick's Church, and to local bus stops throughout the construction period.	All	Construction	upon construction completion	St. Patrick's Church, other stakeholders as appropriate	
8.	Ensure that access to the actively used portions of the Montlake Playfield is maintained during construction.	All	Construction	upon construction completion	Seattle Parks and Recreation	
C.	Haul Routes					
1.	Ensure that, to the maximum extent practicable, the construction contractor utilizes the mainlines of I-5, SR 520, and I-90 for all material hauling during construction.	All	Construction	upon construction completion	no partner identified	
2.	Haul routes identified within Seattle are limited to city-designated arterials that are defined as truck routes with the exception of the 24th Avenue East bridge.	All	Construction	upon construction completion	SDOT	
3.	Consult when haul routes are being selected and will provide advance notification when street use permits are requested.	All	Construction	upon construction completion	DAHP, SDOT, appropriate concurring parties, other stakeholders	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
4.	Ensure that the roadway surfaces of the selected haul routes within the APE are repaired prior to the start of construction to remove potholes, cracks, and other surface damage. Ensure that the roadway surfaces are maintained throughout the duration of the construction contract in a similar good condition. Should a concurring party identify a concern during construction about a repair or maintenance needed on one of the selected haul routes, WSDOT will coordinate the repair through the CCMP to ensure that the repair or maintenance concern is addressed within 72 hours of notification.	All	Construction	upon construction completion	SDOT, concurring parties	
5.	Consult with the appropriate concurring parties to this Agreement as part of efforts to identify historic properties along selected haul routes within the APE that are potentially vulnerable to vibration.	All	Construction	upon construction completion	SDOT, appropriate concurring parties, identified property owners	
a.	Perform a condition assessment on potentially vulnerable properties prior to use of the haul route and again when use of that route is completed.	All	Design	upon construction completion	SDOT, appropriate concurring parties, identified property owners	
b.	If damage is identified by a potentially vulnerable property owner during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours. If WSDOT determines that Project hauling activities are resulting in structural or architectural damage to historic properties, WSDOT will direct the contractor to stop use of that route until appropriate safeguards can be put in place.	All	Design	upon construction completion	Identified property owners	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
c.	If any structural or architectural damage to historic properties occurs during a period when the route is being used for hauling, consult with property owners to assess the cause of the damage and identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.	All	Design	upon construction completion	DAHP, identified property owners	See Appendix E, number 3 for Secretary of the Interior's Standards. WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Standards and Guidelines.
6.	Develop measures to protect traffic circles and planters from construction/hauling traffic and will restore islands and planters to their preconstruction condition - when use of the route has been completed, should any modifications be necessary or should any inadvertent damage occur as a result of construction hauling.	All	prior to construction	upon construction completion	SDOT	
7.	Ensure that any curbs damaged during construction or materials hauling are repaired when use of the route has been completed.	All	Construction	upon construction completion	no partner identified	
D.	Construction Staging Areas in WSDOT Right-of-Way					
1.	As part of construction management planning, consult to evaluate and install possible sound-buffering mechanisms between adjacent historic properties and Project construction staging areas.	All	Design	upon construction completion	adjacent property owners	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	Within Seattle, only streets designated as arterials by the City are identified as routes for moving materials into and out of construction staging areas with the exception of the 24th Avenue East bridge.	All	Construction	upon construction completion	SDOT	
3.	To the maximum extent practicable, locate construction sheds, barricades, and material storage away from historic properties, and avoid obscuring views of and from historic properties.	All	Construction	upon construction completion	no partner identified	
4.	To the maximum extent practicable, install temporary construction screens/barriers (fencing, plantings, etc.) around construction areas so that visual impact of construction activities on historic properties are minimized.	All	Construction	upon construction completion	concurring parties, adjacent property owners	Consult to determine the location and type of screens/barriers.
5.	To the maximum extent practicable, avoid placement of temporary work bridges and other short-term construction features where they would require permanent removal of or would damage mature trees.	All	Design / Construction	upon construction completion	no partner identified	
6.	Consult, as part of the urban design process, to restore staging areas.	All	Design (Urban) / Construction	1 year after completion of construction	concurring parties, adjacent property owners	
7.	Ensure that Project effects do not prevent East Montlake Park from operating as a viable recreational facility during and after construction.	All	Construction	upon construction completion	Seattle Parks and Recreation	Although portions of the park will be closed during Project construction, the areas of the park not closed to the public during construction will continue to provide access to Lake Washington and the Montlake Cut.
E.	Noise Management					
1.	Comply with local noise regulations for construction and equipment operation.	All	Construction	upon construction completion	no partner identified	See Appendix E, number 12.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	If the Final EIS for the Project determines that noise walls are warranted at any locations within the Project area, consult to determine the aesthetic treatment of the walls and ensure compatibility with the character of nearby historic properties.	All	Design	prior to construction	Seattle Landmarks Preservation Board, DAHP, concurring parties, eligible property owners	Consultations will follow WSDOT and FHWA policy and procedures (see Appendix E, number13). Concurring parties will be informed of meetings with Seattle Landmarks Preservation Board.
3.	Use noise-absorptive materials along the 4-foot barriers where planned within the corridor and through the design process will evaluate and implement feasible options for noise-absorptive materials at the portals to lids and along bridge expansion joints.	All	Design / Construction	upon construction completion	no partner identified	
F.	Lighting and Glare Management					
1.	Limit use of construction lighting as much as possible and keep necessary lighting shielded, directed downward, and pointed away from residences and other sensitive areas to the maximum extent practicable.	All	Construction	upon construction completion	no partner identified	
2.	Ensure that permanent lighting and lighted signage throughout the corridor is designed to minimize glare into homes and parks and out over the water.	All	Design	prior to construction	no partner identified	
3.	Consult to ensure that lighting planned for the lids is compatible with the historic setting and residential character of surrounding areas	All	Design	prior to construction	SDC, DAHP	Concurring parties will be informed of SDC meetings.
G.	Vibration Monitoring and Management					
1.	WSDOT has engaged the services of a vibration expert to evaluate the Project corridor, including any potential haul routes along city arterial streets, and to identify areas where impacts to historic properties within the APE may occur as a result of vibration.	All	In process	prior to construction	concurring parties	The report describing the results of this evaluation will be made available to concurring parties to this Agreement once it has been completed.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	Areas under study include historic properties within the APE as identified in the *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project* for the Project.	All	Design	spring 2011	DAHP	
3.	Hillslopes and other areas that are potentially vulnerable to vibration from Project operation will also be identified through this effort.	All	Design	prior to construction	no partner identified	
4.	Avoid or minimize vibration impacts from construction and construction hauling on historic properties by implementing best management practices (BMPs) for vibration, which are currently being developed by this expert.	All	Construction	upon construction completion	DAHP	WSDOT will offer DAHP the opportunity to review and comment on these BMPs as they relate to potential effects on historic properties.
5.	Require construction contractors to submit a vibration monitoring plan that identifies how construction activities will be carried in such a way as to ensure that vibrations do not reach a level that causes architectural or structural damage to historic properties.	All	Construction	upon construction completion	no partner identified	This plan will be an element included in the CCMP.
6.	Consult to identify historic properties adjacent to work zones within the APE that are potentially vulnerable to vibration	All	Construction	upon construction completion	appropriate concurring parties	
a.	Perform a condition assessment on potentially vulnerable properties prior construction and again when construction has been completed.	All	Prior to construction	upon construction completion	appropriate concurring parties	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
b.	If damage is identified by a potentially vulnerable property owner during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours.	All	Construction	upon construction completion	affected property owners	If WSDOT determines that Project construction activities are resulting in structural or architectural damage to historic properties, WSDOT will direct the contractor to stop working on that construction activity until appropriate safeguards can be put in place.
c.	If any structural or architectural damage to historic properties occurs as a result of Project construction, WSDOT will consult with property owners to assess the cause of the damage and will identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.	All	Construction	upon construction completion	affected property owners, DAHP	WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Secretary of the Interior's Standards (see Appendix E, number 3).
H.	Landscaping					
1.	Coordinate with SDOT to ensure that one of these agencies and/or another specifically identified party will be responsible for maintenance of landscaping installed as part of the Project.	Seattle	Design	upon construction completion	SDOT	
2.	Consult to consider requests to install landscaping or landscaped buffers where practicable in areas where buffer zones are being removed or reduced. Such buffers will also be considered where new or relocated traffic lanes would intrude on the character of a historic district or the settings of individual historic properties.	Seattle	Design	prior to 100% design	concurring parties, other stakeholders as appropriate	These decisions will be made before construction plans are finalized.
I.	Historic Preservation Enhancement					
1.	Develop content for, create and host an interpretive website on the history of the Project area.	All	Design	within 1 year of construction beginning	DAHP, interested concurring parties	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
a.	Topics to be presented on the site might include:	All	Design	within 1 year of construction beginning	interested concurring parties	
i.	Information on the historic properties within the APE; the Olmsted plan and the Alaska-Yukon-Pacific Exposition; and summarized findings of the archaeological investigations	All	Design	within 1 year of construction beginning	interested concurring parties	*(Provisional - currently proposed topic)*
ii.	A redacted, non-confidential report on the ethnography of the Project area and Lake Washington	All	Design	within 1 year of construction beginning	interested concurring parties, affected tribes	*(Provisional - currently proposed topic)*
iii.	Information about the historic districts and other historic properties of the Project area	All	Design	within 1 year of construction beginning	DAHP	*(Provisional - currently proposed topic)*
b.	The content of this interpretive site will be carefully structured to appeal to the general public and to be useful for educational purposes	All	Design	within 1 year of construction beginning	DAHP	By means of keyword indexing, solicited links from other sites, and similar techniques, WSDOT will ensure that this material is readily found by educators and students using search engines.
c.	Interested concurring parties to this Agreement will be offered the opportunity to review and comment on content for the website as it is developed.	All	Design	within 1 year of construction beginning	concurring parties	
d.	Continue to host the website throughout the Project construction period. Once Project construction is completed, appropriate content from the website will be made available to interested historical and educational organizations for use on other websites, and printed, archivally stable versions of the website will be offered to appropriate community archives.	All	Upon Construction Completion	within 6 months of construction completion	interested historical/educational organizations (including MOHAI and SYC), Washington State Digital Archives	The website will be hosted throughout the project construction period and will be archived at the Washington State Digital Archives.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
2.	Offer DAHP the opportunity to review and comment on the content of any historical materials developed for public outreach as part of this Agreement, including website content and text for historical markers or signage.	All	Design	within 1 year of construction beginning	DAHP	
VIII.	**Community Construction Management Plan**					
A.	Develop and implement a community construction management plan (CCMP).	All	Design	upon construction completion	concurring parties, affected communities, DAHP	WSDOT will consult with DAHP about the CCMP insofar as the provisions of the plan may pertain to effects on historic properties.
B.	Provide an ongoing opportunity to have input into construction management practices that can help to avoid, minimize, or mitigate the effects of construction activities on historic properties through meetings described in stipulation VIII.E.3.	All	Design	upon construction completion	concurring parties, affected communities	
C.	The CCMP will comprise the following parts:					See Appendix G for an outline.
1.	Address specific construction effects on historic properties within the APE that have been identified through the Section 106 process by implementing stipulations I through VII of this Agreement	All	Design	upon construction completion	concurring parties, affected communities	
2.	Through standard BMPs and WSDOT standard specifications, WSDOT will take general precautions to protect historic properties from excessive noise, vibration, excavation, emissions, fugitive dust, lighting, glare, and traffic impacts.	All	Design	upon construction completion	concurring parties, affected communities	See Appendix E, numbers 8, 14 and 15 for links to *WSDOT Environmental Procedures Manual and Standard Specifications Construction Manual, Environmental Procedures Manual* and "No idle and fuel conservation policy."
3.	Implement environmental commitments related to historic properties made in compliance with other regulatory processes (e.g., the National Environmental Policy Act).	All	Design	upon construction completion	concurring parties, affected communities	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
4.	Address general community impacts from construction activities, including:	All	Design	upon construction completion	concurring parties, affected communities	
a.	Access by emergency service providers to homes and businesses.	All	Design	upon construction completion	emergency service providers	
b.	Maintenance of basic services (water, gas, electric, internet, etc.) and for timely response in case of accidental interruptions of service as a result of construction activities.	All	Design	upon construction completion	utility providers	
c.	Vegetation management including provisions for:	All	Design	upon construction completion	concurring parties, affected communities	
i.	Protecting trees and other screening vegetation adjacent to construction work areas from construction impacts	All	Design	upon construction completion	concurring parties, affected communities	
ii.	Replacing removed trees following City of Seattle street tree standards	All	Design	upon construction completion	concurring parties, affected communities	See Appendix E, number 7 for the standards.
iii.	Monitoring of contractor adherence to i and ii above	All	Design	upon construction completion	no partner identified	
d.	Temporary erosion and sediment control measures to be implemented throughout the construction period.	All	Design	upon construction completion	no partner identified	
e.	Traffic management measures during construction to keep traffic flowing, limit detour routes through residential areas, and ensure access for residents, etc.	All	Design	upon construction completion	concurring parties, affected communities	
D.	The CCMP will be supported by communication activities that include the following:					

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
1.	A process for providing up-to-date construction information (schedules, schedule changes, potential delays, current work areas, street closures and detours, closures of the Montlake Cut, results of monitoring, etc.) to the public.	All	Design	upon construction completion	concurring parties, affected communities	Potential notification mechanisms could include a website, smart phone application, automated traffic management signs, etc.
2.	Development of an email list that will be used to inform communities of upcoming construction information.	All	Design	upon construction completion	concurring parties, affected communities	Email notification will include Community Council officers so that timely information can be distributed through community online forums.
3.	A single-point of communication to be established for the duration of construction. This would include a 24/7 contact phone number and an email address to which problems, questions, and concerns could be sent. These communications would then be directed to the appropriate jurisdiction or agency for resolution, as appropriate. Questions and concerns will be addressed within 10 working days.	All	Design	upon construction completion	no partner identified	
4.	A process through which to receive routine construction updates/outlooks as well as notifications of applicable permit conditions, such as periods when noise variances will be in place.	All	Design	upon construction completion	concurring parties, affected communities	See Appendix E, number 12 for web link to City of Seattle noise variance rules.
E.	Process to develop the CCMP					
1.	Develop the CCMP as a component of, and tailored to the specific activities included in, all major Project construction contracts that are awarded for the Project corridor.	All	Design	upon construction completion	concurring parties, affected communities	
a.	The mitigation measures triggered by construction of the SR 520 Evergreen Point Bridge Project will be covered in the first version of the CCMP.	All	Design	upon construction completion	concurring parties, affected communities	

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
b.	Future versions of the CCMP will incorporate construction activities as soon as they receive obligated funding and are permitted.	All	Design	upon construction completion	concurring parties, affected communities	
2.	CCMP elements identified under stipulation VIII.C. will be based on existing WSDOT standard specifications and other environmental commitments.	All	Design	upon construction completion	concurring parties, affected communities	
3.	Following the publication of the NEPA Record of Decision for the Project, convene in meetings to:	All	Design	upon construction completion	concurring parties, affected communities	
a.	describe items to be developed under stipulation VIII.C.	All	Design	upon construction completion	concurring parties, affected communities	
b.	seek input about whether these practices and plans could be enhanced or modified to best meet the concerns of concurring parties and minimize construction effects.	All	Design	upon construction completion	concurring parties, affected communities	
4.	Revisions to the CCMP for each segment of the Project will be developed in consultation with the concurring parties to the Agreement and others potentially affected by that construction segment.	All	Design	upon construction completion	concurring parties, affected communities	
IX.	**Changes in Haul Route Locations**					
A.	Potential haul routes have been identified for the Project based on the best information available at the time of execution of this Agreement.	All	Design	upon construction completion	no partner identified	These routes are shown in Appendix D.

ID#	Commitment	Contract	Commitment Initiation	Commitment Completion	Partners	Notes
B.	Should additional haul routes lying outside the current APE be identified by the contractor after execution of this Agreement, WSDOT will revise the APE following the same approach for identification of historic properties along potential haul routes that was used within the current APE west of Lake Washington.	All	Design / Construction	upon construction completion	DAHP, appropriate concurring parties	See Appendix B for the APE boundaries.
C.	Ensure that potential historic properties within the area thus added to the APE are identified and evaluated for NRHP eligibility in consultation with DAHP.	All	Design / Construction	upon construction completion	DAHP	
D.	The signatories to this Agreement are in accord that any chosen haul route that includes eligible or listed historic properties will have an adverse effect on historic properties and that the measures provided in stipulations VII.C, VII.G, and VIII are the appropriate mechanisms for resolving those adverse effects.	All	Design	prior to construction in the relevant historic district	signatories	
TBD = to be determined						

APPENDIX G

Community Construction Management Plan: Approach and Working Draft Outline, May 2, 2011

APPENDIX G

Community Construction Management Plan: Approach and Working Draft Outline, May 2, 2011

Overview

The following Community Construction Management Plan (CCMP) approach, roles and responsibilities, and outline are intended to support compliance with stipulation VIII of the National Historic Preservation Act Section 106 Programmatic Agreement. In addition, the CCMP is intended to support best practices and good communication to minimize impacts on all parties and members of the public potentially affected by construction. This general outline would apply to all project construction activities once they are funded and permits are received.

Approach and Schedule

To ensure that CCMP commitments in the Programmatic Agreement are met, WSDOT will require the construction contractor to write and implement a plan based on an outline similar to the one on the following pages. The initial project CCMP will be developed as a part of the Evergreen Point Floating Bridge and Landings Project construction contract in summer 2011. A similar CCMP outline will be used to address future funded construction.

CCMP Roles and Responsibilities

The table on the following page describes roles and responsibilities associated with CCMP development and implementation.

Roles and Responsibilities for CCMP Development and Implementation

WSDOT	Contractor	Concurring Parties
• Develop CCMP outline (this document). • Include CCMP outline and relevant Section 106 Programmatic Agreement commitments as obligations for contract award. • Partner with the contractor to provide opportunities for concurring party and public input into CCMP development and implementation. • Communicate with Section 106 concurring parties. • Host meetings with Section 106 concurring parties to discuss CCMP development and implementation per stipulation XII of the Programmatic Agreement. • Host public outreach events to discuss CCMP development and implementation. • Provide direction to the contractor based on concurring party and public input. • Provide CCMP oversight.	• Write CCMP per outline (this document) and Section 106 Programmatic Agreement, as provided by WSDOT. • Partner with WSDOT to provide opportunities for concurring party and public input into CCMP development. • Support and attend Section 106 concurring party meetings to discuss CCMP development and implementation per stipulation XII of the Programmatic Agreement. • Support and attend public outreach events to support CCMP development and implementation. • Respond to WSDOT direction related to revising and implementing the CCMP. • Implement the CCMP. • Develop and maintain CCMP performance-monitoring processes and tools to assess progress and measure success. • Coordinate any changes to the CCMP with WSDOT for review and approval. • Implement any changes to the CCMP required by WSDOT.	• Participate in opportunities provided by WSDOT and the contractor to consult and provide input. • Use communications tools included in the CCMP; provide feedback about effectiveness. • Participate in Programmatic Agreement monitoring meetings to review CCMP implementation and suggest improvements.

Proposed CCMP Outline

An outline very similar to the one below will be included in the Evergreen Point Bridge Floating Bridge and Landings Project request for proposals, and all future construction contract requirements. The construction contractor will be required to write a CCMP based on this outline, incorporating the commitments made in the Programmatic Agreement.

I. Project Overview

a. What is the project purpose and schedule?
b. Who is involved in project construction, and what are their roles and responsibilities?
    i. WSDOT and FHWA
    ii. Contractor(s)
    iii. Local jurisdictions and agencies

II. CCMP Overview

a. Context for the plan: What is the CCMP?
    i. The CCMP will provide an ongoing opportunity for Section 106 concurring parties and other affected members of the public to have input into construction management decisions that can help to avoid, minimize, or mitigate the effects of construction activities on historic properties.
    ii. The CCMP will guide the actions of construction contractors and provide opportunities for WSDOT and hired contractors to:
        1. Keep the general public and Section 106 concurring parties informed.
        2. Gather input from the general public and Section 106 concurring parties to improve and modify the practices addressed by the CCMP.
b. What are the plan goals and objectives?
c. What does the plan include?
    i. Commitments made through the Section 106 Programmatic Agreement
    ii. Best management practices (BMPs) and standard specifications that avoid, minimize or mitigate construction effects on local communities and historic properties
    iii. Environmental commitments made through other regulatory processes
    iv. Additional tools that will avoid, minimize, and mitigate construction effects on local communities and historic properties
d. How should the public use the plan and its tools?
e. What mechanisms are in place to modify or improve the plan over the life of the project?
    i. Performance-monitoring processes and tools to assess progress and measure success
    ii. Incorporating new information, changes, and lessons learned into the CCMP
    iii. Reviewing CCMP implementation at all concurring party meetings to monitor performance (per Stipulation XII)

f. What is not covered by the plan (but where can you go for other questions and information)?
    i. Design
    ii. Permitting
    iii. Operations and maintenance
    iv. Other

III. General project and construction information:
a. What are the applicable commitments from the Section 106 Programmatic Agreement?
b. What tools are available for the public to stay informed and involved related to project construction?
    i. Highway advisory radio, variable message signs, active traffic management signs, project identification signs
    ii. Telephone construction hotline and Project web page
    iii. Project e-mail address
    iv. E-mail distribution lists
    v. Public engagement activities: meetings, briefings and open houses
    vi. Topic-specific tools, as described in subsequent sections
    vii. Others to be defined by the contractor or through public engagement

IV. Topics of concern: Addressed by location/construction component, if appropriate.
a. Noise
    i. What can the public expect?
    ii. What are the applicable commitments from the Section 106 Programmatic Agreement?
    iii. What regulations must WSDOT and the contractor comply with?
    iv. What else are WSDOT and the contractor doing to avoid, minimize, and mitigate for construction effects on local communities and historic properties?
        1. BMPs and WSDOT standard specifications
        2. Additional agreements, such as environmental commitments made through other regulatory and permitting processes
        3. Additional tools that will be used to avoid, minimize, and mitigate construction effects on local communities and historic properties

v. Specific communication tools to address this concern: How can the public get more information or talk to someone about concerns?

b. Vibration
   i. Same as items IV(a)(i) through IV(a)(v)
c. Air quality and fugitive dust
   i. Same as items IV(a)(i) through IV(a)(v)
d. Visual quality: aesthetics, glare, lighting
   i. Same as items IV(a)(i) through IV(a)(v)
e. Traffic and transportation: Haul routes; traffic; detours; street parking; damage resulting from heavy trucks and hauling; access, including emergency service access
   i. Same as items IV(a)(i) through IV(a)(v)
f. Utilities and services
   i. Same as items IV(a)(i) through IV(a)(v)
g. Vegetation management and erosion control
   i. Same as items IV(a)(i) through IV(a)(v)
h. In-water work: construction (barges, work bridges, etc.), pontoon moorage, pontoon towing
   i. Same as items IV(a)(i) through IV(a)(v)