

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
FEDERAL TRANSIT ADMINISTRATION,  
WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
PRESERVATION, OREGON STATE HISTORIC PRESERVATION OFFICE,  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION,  
OREGON DEPARTMENT OF TRANSPORTATION, AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION  
ACT FOR THE INTERSTATE BRIDGE REPLACEMENT PROGRAM, CITY OF  
VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

**RECITALS**

**WHEREAS**, the Interstate Bridge Replacement (IBR) Program (Program) is a continuation of the previously suspended Columbia River Crossing project with the same purpose to improve safety, mobility, and seismic stability of the Interstate-5 corridor between Portland, Oregon, and Vancouver, Washington. The Program is a multimodal project extending across the Columbia River from Victory Boulevard in Portland, Oregon, to State Route 500 in Vancouver, Washington, which includes a new bridge, interchange and roadway improvements, extension of light-rail transit from north Portland to downtown Vancouver and associated improvements, new shared-use paths to improve bicycle and pedestrian access, and enhanced zero-emission express bus service; and

**WHEREAS**, Washington State Department of Transportation (WSDOT) and Oregon Department of Transportation (ODOT) are proposing to use funds administered by the Federal Highway Administration (FHWA) under the authority of 23 U.S.C. § 101, et seq. and 49 U.S.C. § 6701, and the Federal Transit Administration (FTA) authorized by 49 U.S.C. Chapter 53; and

**WHEREAS**, FHWA and FTA have determined that the Program is an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800, as amended (August 5, 2004) (Section 106 Regulations); and

**WHEREAS**, FHWA and FTA are the co-lead federal agencies for the purpose of ensuring that the Program complies with the NHPA and the Section 106 Regulations; and

**WHEREAS**, the project proponents for the Program are the WSDOT and the ODOT, and are project sponsors as defined in 23 U.S.C. § 139(a)(10); and

**WHEREAS**, WSDOT and ODOT entered into an Intergovernmental Agreement (IGA) to establish a bi-state joint office to administer the Program on behalf of WSDOT and ODOT, which will advance the Program through final design and construction, and undertake certain actions required under this Programmatic Agreement (Agreement) on behalf of ODOT and WSDOT; and

**WHEREAS**, the IGA establishing the Program shall not alter WSDOT's and ODOT's responsibility, respectively, for compliance with the terms of this Agreement; and

**WHEREAS**, FHWA and FTA have initiated consultation on the Program, in accordance with 36 CFR § 800.3(c), with the Washington State Department of Archaeology and Historic Preservation (DAHP) and the Oregon State Historic Preservation Office (Oregon SHPO) in coordination with WSDOT and ODOT; and

**WHEREAS**, in consultation with DAHP and Oregon SHPO, FHWA and FTA are proceeding with a programmatic agreement in accordance with 36 CFR § 800.14(b) for the Program to satisfy the requirements of the NHPA and Section 106 Regulations because the effects on historic properties, as defined in 36 CFR § 800.16(l), cannot be fully determined prior to approval of the Program; and

**WHEREAS**, FHWA and FTA invited 38 federally recognized Indian Tribes and Native Hawaiian organizations to be consulting parties to the Program in accordance with 36 CFR § 800.3(f)(2); and

**WHEREAS**, of the 38 Indian Tribes and Native Hawaiian organizations invited by FHWA and FTA to be Program consulting parties, 10 federally recognized Indian Tribes accepted the invitation to become consulting parties and no responses were received from the invited Native Hawaiian organizations; and

**WHEREAS**, in accordance with 36 CFR § 800.2(c)(2)(ii)(C), FHWA and FTA formally initiated government-to-government consultation with the following 10 federally recognized Indian Tribes who accepted the invitation to become consulting parties to the Program: Confederated Tribes of the Colville Reservation, Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of Siletz Indians, Confederated Tribes of the Umatilla Indian Reservation, Confederated Tribes of the Warm Springs Reservation of Oregon, Confederated Tribes and Bands of the Yakama Nation, Cowlitz Indian Tribe, Nez Perce Tribe, Nisqually Indian Tribe, and Spokane Tribe of the Spokane Reservation Indians (collectively, Tribes); and

**WHEREAS**, FHWA and FTA have invited the Tribes to sign this Agreement as concurring parties, and the Tribes that have accepted this invitation are indicated accordingly in Attachment A; and

**WHEREAS**, FHWA and FTA, as the co-lead federal agencies for the Program, acknowledge their continued responsibility to engage in meaningful consultation with the Tribes (pursuant to Executive Order 13175, 54 U.S.C. § 302706(b), the January 26, 2021, Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, and 36 CFR § 800.2(c)(2)) throughout the process of carrying out the stipulations of this Agreement regardless of whether a Tribe signs this Agreement as a concurring party; and

**WHEREAS**, this Agreement does not alter the existing government-to-government relationship between FHWA and FTA and any Tribe; and

**WHEREAS**, nothing in this Agreement is intended to repeal, supersede, or modify any right, privilege, or immunity granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Tribe, nor is it intended to confer any additional right, privilege, or immunity not otherwise granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Tribe; and

**WHEREAS**, FHWA and FTA recognize that the Tribes possess special expertise in identifying properties of religious and cultural significance to the Tribes that may be eligible for listing in the National Register of Historic Places (NRHP); assessing Program effects to these historic properties; and identifying measures to avoid, minimize, or mitigate any adverse effects to these historic properties; and

**WHEREAS**, the Program will require Department of the Army permits under Section 404 of the Clean Water Act, 33 U.S.C. § 1344 and Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 403, as well as a Department of Army permission under Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 408, from the U.S. Army Corps of Engineers (USACE); and the authorization of the Department of the Army permits and permission are undertakings, as defined in 36 CFR § 800.16(y), and thus subject to review under Section 106 of the NHPA and its implementing regulations at 36 CFR Part 800; and

**WHEREAS**, the Program will require a U.S. Coast Guard (USCG) permit in accordance with the General Bridge Act of 1946, 33 U.S.C. §§ 525–533, as amended, and the authorization of this permit is subject to Section 106 review as an undertaking per 36 CFR § 800.16(y); and

**WHEREAS**, USACE and USCG designate FHWA and FTA as co-lead federal agencies, pursuant to 36 CFR § 800.2(a)(2), for the Program for purposes of Section 106; and

**WHEREAS**, USACE and USCG designate FHWA and FTA as co-lead agencies for Program consultation with Tribes in accordance with 36 CFR § 800.2(c)(2)(ii); and

**WHEREAS**, notwithstanding the foregoing lead-agency designation, USACE and USCG acknowledge their respective Tribal Trust responsibilities under Executive Order 13175; and

**WHEREAS**, FHWA and FTA have invited USACE and USCG to be invited Signatories to this Agreement; and

**WHEREAS**, the National Park Service (NPS) is a land holding agency within the Program's area of potential effects (APE) and administers the Fort Vancouver National Historic Site within the Vancouver National Historic Reserve (VNHR). The VNHR was established on November 12, 1996 (Public Law 104-333, Sec. 502) and includes Fort Vancouver, designated as a National Monument on June 19, 1948 (Public Law 80-715) and redesignated, with expanded boundaries, as Fort Vancouver National Historic Site on June 30, 1961 (Public Law 87-78); and

**WHEREAS**, FHWA and FTA have invited NPS to be an invited Signatory to this Agreement as the federal agency with administrative jurisdiction over the VNHR; and

**WHEREAS**, nothing in this Agreement will alter or affect NPS's or the General Services Administration's decision-making roles or authority pertaining to the Historic Monuments Public Benefit Conveyance and Federal Lands to Parks responsibilities associated with Federal Historic Surplus Property programs under 40 U.S.C. §§ 550(b), (e), and (h), and other applicable statutes, including, but not limited to, any deed, management direction, or other provisions associated with Officers Row, the Howard House, the Police Station, Central Park, Old Apple Tree Park, Delta Park, and Marshall Park; and

**WHEREAS**, FHWA and FTA have invited WSDOT and ODOT to be invited Signatories to this Agreement due to their responsibilities for implementing the terms of this Agreement; and

**WHEREAS**, FHWA and FTA on July 25, 2023, notified the Advisory Council on Historic Preservation (ACHP) of their intent to proceed with a programmatic agreement for the Program, in accordance with 36 CFR § 800.14(b), to satisfy the requirements of Section 106 of the NHPA because the effects of the Program on historic properties, as defined in 36 CFR § 800.16(1), cannot be fully determined prior to approval of the Program, and invited the ACHP to participate in the consultation and development of this Agreement; and

**WHEREAS**, ACHP notified FHWA and FTA on August 9, 2023, that ACHP would participate in consultation to develop this Agreement; and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, have prepared this Agreement in consultation with the parties identified in Table A-1 of Attachment A (collectively, the Consulting Parties), including DAHP, Oregon SHPO, NPS regarding the VNHR, and the Tribes, pursuant to 36 CFR § 800.2(c); and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, have invited the Consulting Parties other than DAHP, Oregon SHPO, USACE, USCG, NPS regarding the VNHR, and the Tribes to sign this Agreement as concurring parties, and the other Consulting Parties that have accepted the invitation to be a concurring party are indicated accordingly in Attachment A; and

**WHEREAS**, all Signatories to this Agreement, required and invited, are referred to as “Signatories” in this Agreement; and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties, have determined and documented the Program’s APE, as shown in the maps in Attachment B, and DAHP and Oregon SHPO have concurred with the APE on July 9, 2024, and have determined the scope of the identification efforts within the APE, in accordance with 36 CFR § 800.4(a); and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and the other Consulting Parties, have completed the inventory of the buildings, structures, sites, districts, and objects associated with the historic built environment and have begun investigations within the APE to identify individual archaeological objects, items, artifacts, cultural materials, cultural deposits, or features (or group of archaeological objects, items, artifacts, cultural materials, cultural deposits, or features) older than 50 years (Archaeological Resources) that have not been evaluated for NRHP-eligibility; and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, have consulted with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties to identify buildings, structures, sites, districts, and objects associated with the historic built environment within the APE that are historic properties, as defined in 36 CFR § 800.16(1) (Historic Built Environment [HBE] Resources), in accordance with 36 CFR § 800.4; and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties, subsequently applied the criteria of adverse effect to HBE Resources identified in the APE, in accordance with 36 CFR § 800.5(a), and FHWA and FTA, in coordination with WSDOT and ODOT, and with concurrence from DAHP and Oregon SHPO, as appropriate, determined the Program will have an adverse effect on 12 HBE Resources, based upon the criteria of adverse effect in 36 CFR § 800.5(a)(1); and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and the other Consulting Parties, developed treatment measures for the adversely affected HBE Resources (HBE

Treatment Measures), as detailed in the Historic Built Environment Resources Treatment Plan (Attachment C); and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, have completed a limited survey of the APE, and in consultation with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties have agreed to implement a phased process that defers the identification and evaluation of NRHP-eligible archaeological sites until after the execution of this Agreement. This phasing process also defers the assessment of effects on any NRHP-eligible archaeological sites, and the resolution of adverse effects to NRHP-eligible archaeological sites, as appropriate, consistent with 36 CFR §§ 800.4(b)(2) and 800.5(a)(3), respectively, as provided for in this Agreement. This approach is warranted because the land areas within the APE are large and include multiple parcels, some areas of the APE are and will remain inaccessible for archaeological investigations until preconstruction and construction, and detailed information on the location of specific ground-disturbing elements of Program design will not be known until after the execution of this Agreement; and

**WHEREAS**, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and other consulting parties, designated areas of archaeological sensitivity within the APE (Areas of Archaeological Sensitivity) as locations within the APE with a greater potential for encountering Archaeological Resources; and

**WHEREAS**, FHWA and FTA provided an opportunity for public comment on this Agreement beginning on May 9, 2025, and considered input provided consistent with 36 CFR § 800.2(d); and

**WHEREAS**, WSDOT and ODOT, in coordination with FHWA and FTA, offered each of the Tribes the opportunity to conduct investigations for the purpose of supporting the identification and evaluation of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP within the APE; and the Cowlitz Indian Tribe (CIT), the Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) and the Confederated Tribes and Bands of the Yakama Nation (YN), accepted this offer; and

**WHEREAS**, WSDOT entered into individual IGAs with the CIT, the CTGR, and the YN, under which the CIT, the CTGR, and the YN have undertaken or are undertaking oral histories to support FHWA and FTA's identification and evaluation of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, have prepared or are preparing the information obtained from such oral histories into a report, and have submitted or will submit a report to WSDOT and ODOT; and

**WHEREAS**, given the ongoing preparation of oral histories and consultation with the Tribes on properties of religious and cultural significance to the Tribes, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS regarding the

VNHR, the Tribes, and other Consulting Parties, are implementing a phased process for the identification and evaluation of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, and deferring the assessment of effects and resolution of adverse effects, if any, to identified properties of religious and cultural significance to the Tribes that are determined to be NRHP-eligible (Historic Properties of Religious and Cultural Significance to Indian Tribes [HPRCSIT]), which will occur prior to construction and in compliance with the terms of this Agreement; and

**WHEREAS**, WSDOT and ODOT anticipate construction of the Program will involve a sequenced series of interrelated construction packages to be delivered through several construction contracts, carried out over multiple years, and may use various delivery methods as needed to efficiently meet Program construction goals; and

**WHEREAS**, should an emergency occur during construction of the Program that represents an imminent threat to public health or safety or creates a hazardous condition, and in either case, has the potential to affect historic properties, FHWA and FTA shall take into account the effects of an emergency undertaking on historic properties in accordance with 36 CFR §§ 800.12(b)(2) and (d); and

**WHEREAS**, the definitions in 36 CFR § 800.16 apply throughout this Agreement; and

**NOW, THEREFORE**, FHWA, FTA, WSDOT, ODOT, DAHP, Oregon SHPO, and ACHP agree that the Program shall be implemented in accordance with the following stipulations to take into account the effects of the Program on historic properties.

## **STIPULATIONS**

FHWA and FTA, in coordination with WSDOT and ODOT, shall ensure that the following measures are carried out.

### **I. Roles and Responsibilities**

- A. **Co-Lead Federal Agencies:** FHWA and FTA are the Co-Lead Federal Agencies for the Program and are responsible for ensuring the terms of this Agreement are implemented. FHWA and FTA shall coordinate with WSDOT and ODOT to carry out the terms of this Agreement. FHWA and FTA shall retain responsibility for government-to-government consultation with the Tribes, as required under 36 CFR § 800.2(c)(2)(ii)(C), in recognition of the Tribes' status as sovereign nations. As Signatories, FHWA and FTA can amend or terminate this Agreement and will ensure that the stipulations in this Agreement are carried out in accordance with the terms prescribed in this Agreement.
- B. **WSDOT and ODOT:** WSDOT and ODOT are the project sponsors, and having received federal financial assistance, will be responsible for implementing the stipulations of this Agreement, in coordination with FHWA and FTA. WSDOT and ODOT shall assist FHWA and FTA with tribal coordination efforts unless a Tribe requests direct

consultation and coordination with FHWA and FTA. WSDOT and ODOT, in coordination with the IBR Program, will each make determinations and assess compliance for Program activities within their own jurisdiction. As Signatories, WSDOT and ODOT can amend or terminate this Agreement and will ensure that specified stipulations and procedures for which it has assumed responsibility are carried out in accordance with the terms prescribed in this Agreement.

- C. DAHP: In the state of Washington, DAHP is responsible for advising, assisting, and consulting with the Co-Lead Federal Agencies and WSDOT; reviewing and monitoring activities carried out pursuant to this Agreement, as provided for under Stipulation XII; and providing review and comment as specified in this Agreement. As a Signatory, DAHP can amend or terminate this Agreement.
- D. Oregon SHPO: In the state of Oregon, Oregon SHPO is responsible for advising, assisting, and consulting with the Co-Lead Federal Agencies and ODOT; reviewing and monitoring activities carried out pursuant to this Agreement, as provided for under Stipulation XII; and providing review and comment as specified in this Agreement. As a Signatory, SHPO can amend or terminate this Agreement.
- E. NPS: As the federal agency with administrative jurisdiction over the VNHR, which is within the Program’s APE, NPS will be consulted with by FHWA and FTA, in addition to WSDOT, DAHP, Tribes, and other Consulting Parties, as appropriate, concerning the assessment and resolution of adverse effects of the Program on historic properties within the boundaries of the VNHR and any properties that are contributing elements to historic properties within the VNHR that may extend outside the VNHR boundaries. As a Signatory, NPS can amend or terminate this Agreement.
- F. ACHP: ACHP shall review and monitor activities carried out pursuant to this Agreement, as provided for under Stipulation XII. ACHP shall also provide comments on issues that may arise, as requested by Signatories to this Agreement, and participate in dispute resolution as specified in Stipulation XIII. As a Signatory, ACHP can amend or terminate this Agreement.
- G. Consulting Parties: The Consulting Parties, as identified in Table A-1 of Attachment A, include those individuals or organizations that have a demonstrated interest in the Program and have participated in the Section 106 process. Consulting Parties who sign this Agreement as a concurring party retain their rights as Consulting Parties to participate in consultation as provided in this Agreement.

## **II. Consultation and Public Engagement**

- A. Document Review: FHWA and FTA, in coordination with WSDOT and ODOT, will consult with DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties to seek comments on any documentation required under this Agreement, including documentation concerning the identification and evaluation of historic properties, assessment of adverse effects to historic properties, resolution of

adverse effects on historic properties, and the treatment of historic properties, consistent with 36 CFR § 800.2(a)(4).

- B. Unless otherwise stated elsewhere in this Agreement, DAHP, Oregon SHPO, NPS regarding VNHR, the Tribes and other Consulting Parties will have up to 30 calendar days from the date of receipt to review and provide written comments to FHWA, FTA, WSDOT, and ODOT on documents provided for their review or as stipulated in this Agreement.
- C. FHWA and FTA, in coordination with WSDOT and ODOT, shall consider any written comments received within the review timeframe required under Stipulation II.B.
- D. If DAHP, Oregon SHPO, NPS regarding the VNHR, the Tribes, or other Consulting Parties do not submit written comments to FHWA, FTA, WSDOT, and ODOT within the review timeframe required under Stipulation II.B, it is understood the non-responding parties have no comments on the submittal.
- E. Additional Consulting Parties: Should additional individuals and organizations with a demonstrated interest in the Program—due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking’s effects on historic properties, as provided in 36 CFR § 800.2(c)(5)—be identified following execution of this Agreement, FHWA and FTA, in coordination with WSDOT and ODOT, shall consider whether such individuals or organizations should be consulting parties, consistent with 36 CFR § 800.3(f).
- F. Any landowner whose land may be affected by the Program as a result of Program Changes, as defined and described in Stipulation VII.A, that may occur following execution of this Agreement shall be invited by FHWA and FTA, in coordination with WSDOT and ODOT, to be a Consulting Party.
- G. Written requests by individuals and organizations to become consulting parties following execution of this Agreement will be considered by FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, consistent with 36 CFR § 800.3(f)(3).
- H. Public Engagement: WSDOT and ODOT, in consultation with FHWA and FTA, shall continue to seek and consider the views of the public during the implementation of this Agreement using the Program’s community engagement process, which includes online open houses, listening sessions, community briefings, community working groups, and public comments submitted by email and telephone.

### **III. Standards and Guidelines**

- A. Secretary of the Interior (SOI)’s Standards and Guidelines:
  - 1. FHWA, FTA, WSDOT, and ODOT shall ensure activities carried out pursuant to this Agreement will meet the SOI Standards and Guidelines for Archaeology and Historic Preservation (48 Fed. Reg. 44716-44742, September 29, 1983) as well as existing

standards and guidelines for historic preservation activities established by DAHP and Oregon SHPO.

2. FHWA and FTA, in coordination with WSDOT and ODOT, shall ensure that all historic built environment and archaeological investigations conducted pursuant to this Agreement are performed by or under the direct supervision of a person or persons meeting the SOI Professional Qualification Standards (48 Fed. Reg. 44738-39, September 29, 1983), hereinafter referred to as “Qualified Person” or “Qualified Persons.”
  - a) Qualified Persons shall recognize and integrate tribal knowledge and expertise in the identification and evaluation of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, the assessment of Program effects to HPRCSITs, and the identification of measures to avoid, minimize, or mitigate any adverse effects to HPRCSITs.
  - b) In instances where the Qualified Person must be employed by WSDOT or ODOT in order to implement stipulations of this Agreement, that Qualified Person is hereinafter referred to as a “WSDOT- or ODOT-Qualified Person.”

B. Curation:

1. FHWA and FTA, in coordination with WSDOT and ODOT, shall ensure that any collections, as defined in 36 CFR § 79.4, will be curated in accordance with 36 CFR Part 79, Curation of Federally Owned or Administered Archaeological Collections.

C. Transmittal of Documentation to DAHP and SHPO:

1. DAHP: Consistent with the requirements in Stipulation XI, FHWA, FTA, and WSDOT shall transmit all consultation site forms, reports, and other documentation associated with investigations and findings in Washington to DAHP through the Washington Information System for Architectural and Archaeological Records Data. Further, this Agreement stands in lieu of a Washington State Archaeological Excavation Permit for all adverse effects off federal lands, as per Revised Code of Washington (RCW) 27.53.
2. Oregon SHPO: Consistent with the requirements in Stipulation XI, FHWA, FTA, and ODOT shall transmit all consultation documents, reports, and other documentation associated with investigations and findings in Oregon to Oregon SHPO through the Go Digital system. Further, the state of Oregon requires archaeological permits (ORS §§ 390.235 and 358.905-961) for any archaeological investigations on nonfederal public lands and excavations within archaeological sites on private lands. Nothing in this Agreement will be construed to waive that requirement nor the standards that must be met as stipulated in the archaeological permits.

#### **IV. Historic Built Environment Resources**

- A. Identified HBE Resources: FHWA and FTA, in coordination with WSDOT and ODOT, have conducted investigations of the APE to identify HBE Resources, and have evaluated effects to those properties identified, as described in the Recitals above.
1. HBE Resources Not Adversely Affected: This Agreement shall not apply to HBE Resources within the APE that FHWA and FTA, in coordination with WSDOT and ODOT, and with concurrence from DAHP and Oregon SHPO, as applicable, determined will not be adversely affected. In the event that Program Changes, as defined and described in Stipulation VII.A, should occur following execution of this Agreement, the HBE Resources previously determined to not be adversely affected will be subject to the procedures in Stipulation VII.C.
  2. Treatment Measures for Adversely Affected HBE Resources: The HBE Treatment Measures, which are detailed in the Historic Built Environment Resources Treatment Plan (Attachment C), shall be implemented by FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding VNHR, the Tribes, and the other Consulting Parties.
- B. Identification, Evaluation, Assessment of Effects, and Resolution of Adverse Effects as a Result of Program Changes:
1. Identification of Potential HBE Resources as a Result of Program Changes:
    - a) If Program Changes, as described and defined in Stipulation VII.A, result in changes to the APE, FHWA and FTA, in coordination with WSDOT and ODOT, will conduct identification efforts for buildings, structures, sites, districts, and objects associated with the historic built environment within any area or areas added to the APE consistent with 36 CFR § 800.4(b)(1).
    - b) If Program Changes, as described and defined in Stipulation VII.A, result in the identification of new buildings, structures, sites, districts, and objects associated with the historic built environment within the APE, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the evaluation process set forth in Stipulation IV.B.2.
  2. Evaluation of Potential HBE Resources as a Result of Program Changes:
    - a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties shall evaluate the historic significance of buildings, structures, sites, districts, and objects associated with the historic built environment identified as a result of Program Changes, as described and defined in Stipulation VII.A, consistent with 36 CFR § 800.4(c).

- i. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties will ensure buildings, structures, sites, districts, and objects associated with the built environment are evaluated by a Qualified Person and in accordance with NRHP-eligibility criteria in 36 CFR § 800.4(c).
    - ii. If FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, determine that buildings, structures, sites, districts, and objects associated with the historic built environment identified as a result of Program Changes are HBE Resources, the process to assess effects set forth in Stipulation IV.B.3 will be followed.
  - b) Evaluation Determination Objections:
    - i. Should any Signatory object to FHWA and FTA’s determination on the NRHP-eligibility of buildings, structures, sites, districts, and objects associated with the historic built environment identified as a result of Program Changes, as described and defined in Stipulation VII.A, FHWA and FTA shall attempt to resolve the dispute through continued consultation.
    - ii. If an objection over NRHP-eligibility of buildings, structures, sites, districts, and objects associated with the historic built environment identified as a result of Program Changes cannot be resolved, FHWA and FTA shall submit the determination to the Keeper of the National Register of Historic Places for resolution pursuant to 36 CFR § 800.4(c)(2). The Keeper’s decision shall be final.
3. Assessment of Effects on HBE Resources as a Result of Program Changes:
  - a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, will assess the effects of any Program Changes, as defined and described in Stipulation VII.A, on HBE Resources consistent with 36 CFR § 800.5(a).
    - i. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties will apply the criteria of adverse effect as a result of Program Changes to HBE Resources within the APE consistent with 36 CFR § 800.5.

- ii. If it is determined that the Program will adversely affect an HBE Resource identified as a result of Program Changes, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the process set forth in Stipulation IV.B.4.
- b) Finding of Effect Determination Objections:
- i. Should any Signatory object to FHWA and FTA’s finding of effect for an HBE Resource identified as a result of Program Changes, as described and defined in Stipulation VII.A, FHWA and FTA will attempt to resolve this dispute through continued consultation.
  - ii. If an objection cannot be resolved in this manner, FHWA and FTA shall follow the process for dispute resolution in Stipulation XIII.
4. Resolution of Adverse Effects to HBE Resources as a Result of Program Changes:
- a) If it is determined that an HBE Resource identified as a result of Program Changes, as described and defined in Stipulation VII.A, will be adversely affected by the Program, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall identify measures to avoid, minimize, or mitigate the adverse effect.
- i. In the event that adverse effects to HBE Resources identified as a result of Program Changes cannot be avoided or minimized, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall identify measures to mitigate the adverse effect.
  - ii. Treatments to mitigate adverse effects to HBE Resources identified as a result of Program Changes will be added to the Historic Built Environment Resources Treatment Plan (Attachment C), which will be revised following the procedures in Stipulation XIV.B, and will be included in the appropriate Program construction contracts and plans.
- b) Resolution of Adverse Effects Objections:
- i. Should any Signatory to this Agreement object to measures to resolve adverse effects to HBE Resources identified as a result of Program Changes, as described and defined in Stipulation VII.A, FHWA and FTA shall attempt to resolve the dispute through continued consultation.

- ii. If an objection cannot be resolved through continued consultation, FHWA and FTA shall follow the process for dispute resolution in accordance with Stipulation XIII.

## **V. Archaeological Investigations, Identification, Evaluations, Assessments of Effects, and Resolution of Adverse Effects**

- A. Schedule for Implementation: No later than 60 days after issuance of an Amended Record of Decision for the Program, FHWA and FTA, in coordination with WSDOT and ODOT, shall prepare a schedule for completing the identification of Archaeological Resources, the evaluation of historic significance of identified Archaeological Resources to determine if they are NRHP-eligible archaeological sites, the assessment of adverse effects to NRHP-eligible archaeological sites, and the resolution of adverse effects for NRHP-eligible archaeological sites. The schedule will be based on the schedule for preparing the Program’s construction packages.
- B. Archaeological Investigations: This subsection applies to investigations within the APE, consistent with 36 CFR § 800.4(b)(2). These investigations include examination of Areas of Archaeological Sensitivity.
  - 1. Archaeological Resources:
    - a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, will develop the plan for undertaking the investigation of Archaeological Resources, as described in the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D).
  - 2. Areas of Archaeological Sensitivity:
    - a) FHWA and FTA, in coordination with WSDOT and ODOT, in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, have identified areas in the APE deemed sensitive for the presence of Archaeological Resources, as described in D-III of the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D).
      - i. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall determine whether an investigation will be conducted in Areas of Archaeological Sensitivity in advance of construction, or whether such areas will be archaeologically monitored during construction, as described in the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D). The decision of whether to investigate in advance of construction or to monitor during

construction will be based on consideration of the relative costs and benefits of each approach, anticipated construction methods, and logistical, site access, and scheduling factors; and it will take into consideration the views of the Tribes.

- b) Investigations in Advance of Construction:
  - i. In Areas of Archaeological Sensitivity where it has been determined an investigation will be conducted in advance of construction, FHWA and FTA, in coordination with WSDOT and ODOT, shall proceed with an investigation as detailed in the schedule for implementation (Stipulation V.A).
  - ii. FHWA and FTA, in coordination with WSDOT and ODOT, will develop a plan for undertaking the investigation of Areas of Archaeological Sensitivity and amend the Archaeological Identification, Monitoring, and Treatment Plan (Attachment D), in accordance with Stipulation XIV.B, and prior to any Program preconstruction or construction.
- c) The decision to conduct monitoring of Areas of Archaeological Sensitivity will follow the process as described in Stipulation V.B.3.
- 3. Archaeological Monitoring of Construction Activities:
  - a) FHWA and FTA, in coordination with WSDOT and ODOT, will develop a plan for implementing monitoring of construction activities within the APE and amend the Archaeological Identification, Monitoring and Treatment Plan (Attachment D), in accordance with Stipulation XIV.B.
- C. Identification of Archaeological Sites:
  - 1. Should Archaeological Resources be identified as a result of the investigations discussed in Stipulation V.B, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, will follow the evaluation process set forth in Stipulation V.D.1.
  - 2. If Archaeological Resources are identified as a result of Program Changes, as defined in Stipulation VII.A, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the evaluation process set forth in Stipulation V.D.1.
- D. Evaluation of Archaeological Resources:
  - 1. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation under this Agreement with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall evaluate the historic significance of Archaeological Resources identified as a result of investigations

described in Stipulation V.B or as a result of Program Changes, as defined and described in Stipulation VII.A, consistent with 36 CFR § 800.4(c), and as described in the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D).

- a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties will ensure Archaeological Resources are evaluated by a Qualified Person in accordance with Stipulation III.A and in accordance with NRHP-eligibility criteria in 36 CFR § 800.4(c).
- b) The evaluation of an Archaeological Resource may require additional testing or excavation to determine the horizontal and vertical extent of the resource within the APE, its temporal association, its integrity, and its historic significance.
- c) If a Qualified Person evaluates an Archaeological Resource and FHWA and FTA determine the Archaeological Resource to be an NRHP-eligible archaeological site, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes and other Consulting Parties, will follow the process to assess effects set forth in Stipulation V.E.

2. Evaluation Determination Objections:

- a) Should any Signatory object to FHWA and FTA's determination on the NRHP-eligibility of an Archaeological Resource, FHWA and FTA shall attempt to resolve the dispute through continued consultation.
- b) If a Tribe that attaches religious and cultural significance to an Archaeological Resource objects to a determination of NRHP-eligibility, FHWA and FTA shall attempt to resolve the dispute through continued consultation with the Tribe.
- c) If an objection over NRHP-eligibility cannot be resolved through continued consultation, FHWA and FTA shall submit the determination to the Keeper of the National Register of Historic Places for resolution pursuant to 36 CFR § 800.4(c)(2). The Keeper's decision shall be final.

E. Assessment of Effects on NRHP-Eligible Archaeological Sites:

1. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation under this Agreement with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, will assess the effects of the Program on NRHP-eligible archaeological sites as follows:
  - a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the

Tribes, and other Consulting Parties, will apply the criteria of adverse effect to NRHP-eligible archaeological sites within the APE consistent with 36 CFR § 800.5.

- b) If it is determined that the Program will adversely affect an NRHP-eligible archaeological site, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the process to resolve adverse effects set forth in Stipulation V.F.
2. Finding of Effect Determination Objections:
    - a) Should any Signatory object to FHWA and FTA's finding of effect for an NRHP-eligible archaeological site, FHWA and FTA will attempt to resolve this dispute through continued consultation.
    - b) Should any Tribe object to a finding of effect for an NRHP-eligible archaeological site that is also a HPRCSIT, FHWA and FTA will attempt to resolve this dispute through continued consultation with the Tribe.
    - c) If an objection cannot be resolved through continued consultation, FHWA and FTA shall follow the process for dispute resolution in Stipulation XIII.

F. Resolution of Adverse Effects on NRHP-Eligible Archaeological Sites:

1. If it is determined that an NRHP-eligible archaeological site will be adversely affected by the Program, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall identify measures to avoid, minimize, or mitigate the adverse effect.
    - a) Treatments to avoid or minimize adverse effects to NRHP-eligible archaeological sites will be added to the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D), which will be amended following the procedures in Stipulation XIV.B.
    - b) Treatments to avoid or minimize adverse effects to NRHP-eligible archaeological sites will be included in the appropriate Program construction contracts and plans.
2. Data Recovery:
    - a) In the event that adverse effects to NRHP-eligible archaeological sites cannot be avoided or minimized, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall determine if data recovery is an appropriate measure to resolve adverse effects on NRHP-eligible archaeological sites.

- b) If it is determined through consultation that data recovery is an appropriate measure to resolve adverse effects, FHWA and FTA, in coordination with WSDOT and ODOT, will prepare a data recovery plan, as appropriate, that will be added to the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D) which will be amended following the procedures in Stipulation XIV.B.
3. Other Mitigation: If adverse effects to NRHP-eligible archaeological sites cannot be avoided and data recovery is not determined appropriate through the consultation process set forth in Stipulation V.F.2, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable, NPS regarding the VNHR, the Tribes, and other Consulting Parties, shall continue consultation to determine if other mitigation is appropriate for resolving adverse effects to NRHP-eligible archaeological sites.
- a) Other mitigation may include, but is not limited to, using analysis and synthesis of data obtained from similar archaeological sites within the region to develop Section 106 compliance guidance documents for future federal undertakings in the region, development of historic contexts and preservation priorities for similar archaeological sites in the region, or development of public-oriented materials on the affected NRHP-eligible archaeological sites.
  - b) If FHWA and FTA determine, through consultation, that the use of other mitigation is appropriate, WSDOT and ODOT shall prepare site-specific mitigation plans for each adversely affected NRHP-eligible archaeological site to be added to the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D), which will be amended following the procedures in Stipulation XIV.B.
4. Resolution of Adverse Effect Objections:
- a) Should any Signatory to this Agreement object to a final data recovery plan or site-specific mitigation plan using other mitigation approaches, as detailed in Stipulation V.F., FHWA and FTA shall attempt to resolve the dispute through continued consultation.
  - b) Should any Tribe object to a final data recovery plan or site-specific mitigation plan using other mitigation approaches, as detailed in Stipulation V.F. for an NRHP-eligible archaeological site that is a HPRCSIT, FHWA and FTA shall attempt to resolve the dispute through continued consultation.
  - c) If an objection to the resolution of an adverse effect to an NRHP-eligible archaeological site cannot be resolved through continued consultation, FHWA and

FTA shall follow the process for dispute resolution in accordance with Stipulation XIII.

## **VI. Historic Properties of Religious and Cultural Significance to Indian Tribes**

- A. Schedule for Implementation: No later than 60 days after issuance of an Amended Record of Decision for the IBR Program, FHWA and FTA, in coordination with WSDOT and ODOT, shall prepare a schedule for completing the identification of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, evaluation of historic significance of these properties, the assessment of adverse effects to HPRCSITs, and the resolution of adverse effects to HPRCSITs. The schedule will be based on the schedule for preparing the Program’s construction contract packages.
- B. Identification of Properties of Religious and Cultural Significance to the Tribes:
1. Background:
    - a) WSDOT and ODOT, in coordination with FHWA and FTA, offered the Tribes the opportunity to identify properties of religious and cultural significance within the APE.
    - b) The CIT, the CTGR and the YN have responded and accepted this offer.
    - c) WSDOT entered into individual IGAs with the CIT, the CTGR, and the YN.
      - i. Pursuant to the respective IGA, the CIT, the CTGR, and the YN will conduct oral histories to help in FHWA and FTA’s identification and evaluation of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, compile the information obtained from such oral histories into a report, and submit a report to WSDOT and ODOT.
      - ii. In accordance with the respective IGA, the oral histories will be compiled into reports prepared separately by the CIT, the CTGR, and the YN. The CIT, the CTGR, and the YN will determine whether any information cannot be shared outside of each Tribe and redact such information from the report.
      - iii. Culturally sensitive information contained in the reports will be kept confidential to the extent allowable by law, in accordance with Stipulation XI.
      - iv. As of the Execution Date of this Agreement, the CIT and YN have submitted their reports to WSDOT and ODOT. The CTGR have begun to conduct oral histories to help in the identification of properties of religious and cultural significance, and shall submit their report to WSDOT and ODOT after the execution of this Agreement and prior to Program construction. As a result, the identification of properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP, the assessment of adverse

effects to HPRCSITs, and resolution of any adverse effects to HPRCSITs, as described below, will be carried out after execution of this Agreement and prior to construction.

2. FHWA and FTA, in coordination with WSDOT and ODOT, and in individual consultation with the CIT, the CTGR, and the YN, will identify properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP.
3. If properties of religious and cultural significance to the Tribes that may be eligible for listing in the NRHP are identified, as detailed in Stipulation VI.B.2, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the evaluation process set forth in Stipulation VI.C.

C. Evaluation of Properties of Religious and Cultural Significance to the Tribes:

1. Following execution of this Agreement and prior to construction, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable; the CIT, the CTGR, and the YN, as applicable; and NPS regarding the VNHR; shall evaluate the NRHP-eligibility of properties of religious and cultural significance to the Tribes consistent with 36 CFR § 800.4(c).
  - a) FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable; and the CIT, the CTGR, and the YN, as applicable; and NPS regarding the VNHR; will ensure properties of religious and cultural significance to the Tribes are evaluated by a Qualified Person as described Stipulation III.A.
  - b) If FHWA and FTA determine that properties of religious and cultural significance to the Tribes are eligible for listing in the NRHP, FTA and FHWA, in coordination with WSDOT and ODOT, will follow the process to assess effects of the Program as set forth in Stipulation VI.D.
2. Evaluation Determination Objections:
  - a) Should the CIT, the CTGR or the YN object to a determination of NRHP-eligibility of property of religious and cultural significance, FHWA and FTA shall attempt to resolve the dispute through continued consultation with the Tribe.
  - b) Should any Signatory object to FHWA and FTA's determination on the NRHP-eligibility of a property of religious and cultural significance, FHWA and FTA shall attempt to resolve the dispute through continued consultation.
  - c) If an objection over the NRHP-eligibility of a property of religious and cultural significance cannot be resolved, FHWA and FTA shall submit the determination to

the Keeper of the National Register of Historic Places for resolution pursuant to 36 CFR § 800.4(c)(2). The Keeper’s decision shall be final.

D. Assessment of Effects:

1. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable; the CIT, the CTGR, and the YN, as applicable; and NPS regarding the VNHR; will assess the effects of the Program on HPRCSITs consistent with 36 CFR § 800.5(a).
  - a) If FHWA and FTA determine that a HPRCSIT will be adversely affected, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the process to resolve adverse effects as set forth in Stipulation VI.E.
2. Finding of Effect Determination Objections:
  - a) Should the CIT, the CTGR, or the YN object to FHWA and FTA’s finding of effect for a HPRCSIT, FHWA and FTA shall attempt to resolve the dispute through continued consultation with the Tribe.
  - b) Should any Signatory object to FHWA and FTA’s finding of effect for a HPRCSIT, FHWA and FTA shall attempt to resolve the dispute through continued consultation.
  - c) If an objection cannot be resolved in this manner, FHWA and FTA shall follow the provision for dispute resolution in Stipulation XIII.

E. Resolution of Adverse Effects:

1. For adversely affected HPRCSITs, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP and Oregon SHPO, as applicable; the CIT, the CTGR, and the YN, as applicable; and NPS regarding the VNHR; shall identify measures to avoid adverse effects.
2. If adverse effects to a HPRCSIT cannot be avoided, FHWA and FTA, in coordination with WSDOT and ODOT, shall consult with DAHP and Oregon SHPO, as applicable; the CIT, the CTGR, and the YN, as applicable; and NPS regarding the VNHR; and appropriate other Consulting Parties (identified in consultation with the CIT, the CTGR, and the YN, as applicable); to identify measures to minimize or mitigate the adverse effects, and shall prepare treatment plans that include these measures for each adversely affected HPRCSIT.
  - a) Treatment measures to avoid or minimize adverse effects to HPRCSITs will be added to the Historic Properties of Religious and Cultural Significance to Indian Tribes Treatment Plan (Attachment H), which will be amended in accordance with the procedures in Stipulation XIV.B.

- b) Treatment measures to avoid or minimize adverse effects to HPRCSITs will be included in the appropriate Program construction contracts and plans, upon consultation with CIT, the CTGR, and the YN, as applicable.

## **VII. Consultation Regarding Program Changes**

- A. Program Changes: The Program will involve a complex, multiphased series of interrelated construction packages that will be carried out over multiple years through the adoption of various delivery methods. The advancement of the Program through final design and construction may result in changes to the Program design, construction packages, or delivery methods following execution of this Agreement (Program Changes). If such Program Changes require revisions to the APE or additional consultation under this Agreement to identify historic properties, assess the effects, and resolve adverse effects, FTA and FHWA, in coordination with WSDOT and ODOT, shall follow the processes set forth in this stipulation. Implementation of the procedures in this stipulation will be included in the provisions of the Program’s construction contracts.
- B. Changes to the Area of Potential Effects: FHWA and FTA, in coordination with WSDOT or ODOT, shall determine if revisions to the APE are warranted and if so, shall revise Attachment B (Area of Potential Effects), which shall be amended in accordance with Stipulation XIV.B.
- C. Identification of Additional Historic Properties:
  - 1. Screened Actions: A WSDOT- or ODOT-Qualified Person, in coordination with FHWA and FTA, shall screen proposed actions resulting from Program Changes irrespective of whether they require changes to the APE. The screening process which is set forth in the Screened Program Actions Having Minimal Potential to Cause Effects to Historic Properties (Attachment E) will determine if the proposed actions resulting from Program Changes have minimal potential to cause effects to historic properties and are appropriately excluded from further Section 106 review.
    - a) As stipulated in Attachment E, for a proposed action resulting from Program Changes to be determined to have minimal potential to cause effects to historic properties and excluded from further review, the action must be listed in Attachment E and must meet all of the terms and conditions stipulated in Attachment E.
  - 2. Proposed actions resulting from Program Changes that are not listed in the Screened Program Actions Having Minimal Potential to Cause Effects to Historic Properties (Attachment E, or any proposed actions resulting from Program Changes that are listed but do not satisfy the terms and conditions in Attachment E), will be subject to the following requirements:

- a) HBE Resources: In the event Program Changes are of a nature that could potentially result in changes to previous findings of adverse effects or new adverse effects to HBE Resources, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the procedures set forth in Stipulation IV.B and as detailed in Section C-III of the Historic Built Environment Resources Treatment Plan (Attachment C).
- b) NRHP-Eligible Archaeological Sites: In the event Program Changes are of a nature that could potentially result in adverse effects to NRHP-eligible archaeological sites, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the procedures set forth in Stipulation V and as detailed in the Archaeological Resources Identification, Monitoring, and Treatment Plan (Attachment D).
- c) HPRCSITs: In the event Program Changes are of a nature that could potentially result in adverse effects to HPRCSITs, FHWA and FTA, in coordination with WSDOT and ODOT, will follow the procedures set forth in Stipulation VI and as detailed in the Historic Properties of Religious and Cultural Significance to Indian Tribes Treatment Plan (Attachment H).

### **VIII. Post-Review Discoveries**

- A. Should suspected human remains, funerary objects, sacred objects, or objects of cultural patrimony (referred to collectively as “human remains”) be discovered at any time prior to or during construction, all ground-disturbing activities within 100 feet of the discovery location will cease immediately. WSDOT and ODOT and their respective contractors shall follow the procedures provided in the Post-Review Discovery Plan (Attachment F) and the Human Remains Treatment Plan (Attachment G).
- B. Should Archaeological Resources be discovered during construction activities, all ground-disturbing work within 100 feet of the discovery location will cease and WSDOT and ODOT and their respective contractors will follow procedures in the Post-Review Discovery Plan (Attachment F).
- C. Should buildings, structures, or objects associated with the historic built environment be discovered during construction activities, all work within 100 feet of the discovery location will cease and WSDOT and ODOT and their respective contractors shall follow the procedures for discovery in the Historic Built Environment Resources Treatment Plan (Attachment C).

### **IX. Treatment of Human Remains**

- A. The Human Remains Treatment Plan (Attachment G) provides the procedures for the treatment of human remains discovered within the APE at any time prior to or during Program construction. The Human Remains Treatment Plan (Attachment G) describes the

compliance processes associated with federal land, nonfederal lands in Washington, and nonfederal lands in Oregon.

1. The Human Remains Treatment Plan (Attachment G) includes but is not limited to the following:
  - a) The steps to stabilize, secure, and/or keep human remains in situ; and
  - b) The steps to protect, secure, and relocate human remains if it is not possible to keep human remains in situ.
- B. To implement the Human Remains Treatment Plan (Attachment G), WSDOT and ODOT shall identify, within their respective states, prior to Program preconstruction and construction activities:
  1. Secure locations for screening soils removed during preconstruction and construction activities to identify human remains within these soils, when screening of soils is determined to be appropriate following the consultation process discussed in the Human Remains Treatment Plan (Attachment G);
  2. Secure temporary storage for human remains that cannot remain in situ; and
  3. Location for reburial of human remains.

WSDOT and ODOT shall identify these locations and facilities in consultation with and approval from FHWA and FTA, and NPS regarding the VNHR. These locations and facilities will also be identified in consultation with the Tribes.

## **X. Training**

- A. WSDOT and ODOT shall conduct training to ensure that all commitments under this Agreement and as set forth in the Agreement attachments, as applicable, are properly tracked and executed. The purpose of the training will be to inform construction management, supervisors, inspectors, and field crews of their respective roles and responsibilities to report suspected Archaeological Resources or human remains encountered during Program activities, and the procedures that must be followed to ensure against further disturbance until the discovery is resolved.
  1. WSDOT and ODOT will ensure that Program Managers, staff, contractors, and subcontractors assigned to the Program and responsible for overseeing preconstruction and construction activities receive the training.
  2. WSDOT and ODOT shall conduct an additional mandatory training for the on-site construction managers, supervisors, inspectors, field crews, and archaeological and tribal monitors, related to awareness and sensitivity to Archaeological Resources and human remains in the APE, as detailed in the Archaeological Identification, Monitoring, and Treatment Plan (Attachment D), the Post-Review Discovery Plan

(Attachment F), and the Human Remains Treatment Plan (Attachment G).

- B. WSDOT- or ODOT-Qualified Persons shall develop the specific content, format, and outcomes of the training in consultation with FHWA, FTA, DAHP, Oregon SHPO, and the Tribes. The training will be distributed no later than 60 days after the execution of this Agreement. The training will be conducted prior to Program preconstruction and construction, and during Program construction, as needed, including for example, as an element of onboarding new personnel in the positions listed in Stipulation X.A. WSDOT- or ODOT-Qualified Persons shall develop the schedule for the training in consultation with FHWA, FTA, DAHP, Oregon SHPO, and the Tribes.

## **XI. Confidentiality of Information**

### **A. State and Federal Entities:**

1. The Signatories to this Agreement acknowledge that information about historic properties, potential historic properties, or properties considered historic for purposes of this Agreement are or may be subject to the provisions of Section 304 of the NHPA, 54 USC § 307103, and 36 CFR § 800.11(c). In accordance with Section 304 and 36 CFR § 800.11(c), FHWA and FTA shall withhold from disclosure to the public, information about the location, character, or ownership of a historic property if the federal agencies determine that disclosure may (1) cause a significant invasion of privacy, (2) risk harm to the historic property, or (3) impede the use of a traditional religious site by practitioners.
2. The Signatories to this Agreement shall ensure that all actions and documentation prescribed by this Agreement are, where necessary and authorized by applicable law, consistent with the requirements of Section 304 of the NHPA and 36 CFR § 800.11(c).
3. In Washington, the locations of archaeological sites and HPRCSITs, defined as traditional cultural places in Washington Administrative Code 365-196-450, are exempt from public disclosure in accordance with RCW 42.56.300.
4. The location of archaeological sites in Oregon is exempt from public disclosure in accordance with Oregon Revised Statutes 192.345 and 192.355.
5. The Signatories shall ensure that all maps, records, and other documentation on the location of Program-related Archaeological Resources, NRHP-eligible archaeological sites, and HPRCSITs identified prior to, during, or after Program construction are kept confidential and are not released to the public, to the fullest extent allowable by state and federal law.
6. WSDOT and ODOT shall prohibit their respective contractors from contacting the media or any member of the public or otherwise sharing information with any

member of the public regarding any discovery of Archaeological Resources, NRHP-eligible archaeological sites, or human remains. This prohibition will be included in all contracts for Program-related work along with the requirements for reporting the discovery of Archaeological Resources, NRHP-eligible archaeological sites, and human remains to WSDOT and ODOT, as applicable, following the procedures in the Post-Review Discovery Plan (Attachment F).

7. Prior to the release of information regarding discoveries, where not prohibited under applicable state or federal law, WSDOT and ODOT, in coordination with FHWA and FTA, shall consult with DAHP and Oregon SHPO, as applicable, as well as the Tribes to determine whether a public statement is appropriate and if so, how the information should be shared with the public.

## **XII. Monitoring of Agreement Performance**

- A. Quarterly Reporting: For the duration of this Agreement, WSDOT and ODOT, in coordination with FHWA and FTA, shall provide the Signatories, Tribes, and other Consulting Parties with a jointly prepared written performance report every quarter describing the implementation status of this Agreement.
  1. The quarterly performance reports shall include the following:
    - a) Changes in the schedule as described in Stipulations V.A and VI.A, and an explanation for changes in the schedule.
    - b) A summary of historic properties identified and effects to those properties, following the last quarterly report.
    - c) A list of Program actions determined to have minimal potential to cause effects to historic properties and are excluded from further review following the procedures in Stipulation VI.C.1 and Attachment E.
    - d) Amendments including revisions to attachments to this Agreement (Stipulation XIV).
    - e) Additional measures to resolve adverse effects to newly identified historic properties or changes to agreed-upon measures to resolve adverse effects to historic properties (Stipulation VII.C).
- B. Quarterly Meetings: For the duration of this Agreement, WSDOT and ODOT, in coordination with FHWA and FTA, shall provide an opportunity for quarterly meetings with Signatories, Tribes, and other Consulting Parties following issuance of each performance report.
  1. The Signatories, Tribes and Other Consulting Parties may request additional meetings with FHWA and FTA to discuss issues relating to the performance of this Agreement.

- C. Annual Meetings: For the duration of this Agreement, FHWA and FTA, in coordination with WSDOT and ODOT, shall convene an annual meeting of the Signatories to this Agreement.
1. The meeting will include discussion of the following:
    - a) The work undertaken pursuant to the terms of this Agreement.
    - b) Proposed scheduling changes.
    - c) Objections or disputes received by FHWA and FTA from Signatories or Tribes pursuant to the dispute and objection process stipulated in this Agreement.
  2. The annual meeting will be held on or close to the anniversary of the execution of this Agreement, and meeting attendees will include senior FHWA, FTA, WSDOT, and ODOT Program managers and decision-makers.
  3. At any time during the Program, the Signatories to this Agreement may choose, through a simple majority vote of the Signatories, to change the schedule and frequency of the meetings described in this stipulation. Such a change in scheduling and frequency of meetings will not require a formal amendment of this Agreement, but will be documented through written correspondence, such as emails or letters, among all of the Signatories.
- D. Notification of Noncompliance: FHWA and FTA, in coordination with the WSDOT and ODOT, shall monitor construction performance to ensure compliance with the conditions of this Agreement.
1. Should a noncompliance event occur, WSDOT and ODOT shall notify the Signatories, Tribes, and other Consulting Parties, and WSDOT and ODOT, in coordination with FHWA and FTA, shall address the noncompliance event following the specifications of the applicable construction contract or contracts. A meeting may be held to discuss the event and the need for corrective action.
- E. Government-to-Government Consultation: At any time, a Tribe may request a separate government-to-government meeting with FHWA and FTA to monitor the performance of this Agreement.

### **XIII. Dispute Resolution**

- A. Should any Signatory to this Agreement object at any time to actions proposed or the manner in which the terms of this Agreement are implemented, FHWA and FTA shall consult with the objecting Signatory to resolve the objection. Should any consulting Tribe object at any time to actions proposed or the manner in which the terms of this Agreement are implemented when involving a HPRCSIT, FHWA and FTA shall consult with the objecting Tribe to resolve the objection.

- B. If FHWA and FTA determine within 30 calendar days that such objections cannot be resolved, FHWA and FTA shall forward all documentation relevant to the dispute, including FHWA and FTA’s proposed resolution, to ACHP. ACHP shall provide FHWA and FTA with its advice on the resolution of the objection within 30 days of receiving adequate documentation from FHWA and FTA.
- C. If ACHP does not respond regarding the dispute within 30 calendar days of receiving adequate documentation from FHWA and FTA, FHWA and FTA may make a final decision regarding the dispute.
- D. FHWA and FTA shall prepare a written response that considers timely comments from ACHP and the other Signatories to this Agreement, regarding the dispute, and provide ACHP and the other Signatories with a copy of the written response. FHWA and FTA shall recommend a course of action to resolve the dispute. FHWA and FTA shall prepare a written response that considers timely comments from ACHP, and the objecting Tribe when the dispute involves a HPRCSIT, and provide ACHP and the objecting Tribe, as appropriate, with a copy of the written response. FHWA and FTA shall recommend a course of action to resolve the dispute involving the HPRCSIT.
- E. The responsibility of FHWA and FTA to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute will remain unchanged.

#### **XIV. Amendments**

- A. Any Signatory wishing to amend this Agreement shall submit the text of the proposed amendment in writing to all Signatories and Consulting Parties. The Signatories shall have 30 calendar days to either agree to the amendment in writing or provide written comments describing their objections to the amendment. The amendment will be effective on the date it is signed by all Signatories and filed with ACHP.
- B. Amending Attachments: The attachments to this Agreement may require revisions after the execution of this Agreement as discussed in the stipulations herein. FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with the Signatories, shall determine if revision of an attachment is required. Non-substantive changes that do not alter the purpose or implementation detailed in an attachment, such as individual contact information updates, will not require an amendment to attachments. The process for amending attachments set forth in this subsection shall not be used to amend stipulations in this Agreement. If amendments to attachments are required, FHWA and FTA, in coordination with WSDOT and ODOT, shall:
  - 1. Submit a draft of the revised attachment, along with supporting documentation, to DAHP and Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties for a 15-calendar-day review.
  - 2. FHWA and FTA shall consider all review comments and shall submit a second draft to DAHP and Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties for a second 15-calendar-day review.

- a) FHWA and FTA, in coordination with WSDOT and ODOT, shall consult with any Tribe that objects to a revised attachment involving a HPRCSIT pursuant to 36 CFR § 800.2(c)(2)(ii).
3. FHWA and FTA shall consider all review comments on the second draft, shall prepare a final draft of the attachment, and WSDOT and ODOT shall transmit the final attachment to state legal counsel for legal sufficiency review and subsequently to each Signatory to obtain their respective written consent.
4. FHWA and FTA shall distribute the final attachment to all Signatories of this Agreement and copy the Tribes and other Consulting Parties with a signed cover letter confirming the revisions based on consultation with DAHP and Oregon SHPO, NPS regarding the VNHR, the Tribes, and other Consulting Parties. The revised attachment will be used throughout the remainder of the Program unless further revisions to an attachment are warranted due to additional Program Changes, as described and defined in Stipulation VII.A. Amendments to attachments made using the process set forth in this subsection are not effective until the respective Oregon and Washington Attorney General’s Offices provide legal sufficiency approval of the amendment.

## **XV. Termination**

If any Signatory of this Agreement determines that its obligations under this Agreement will not or cannot be carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XIV. If, within 30 calendar days, an amendment cannot be agreed upon, any Signatory may terminate this Agreement upon written notification to the other Signatories. In the event of termination, FHWA and FTA shall comply with 36 CFR Part 800 for all remaining Program actions, or until a new agreement is executed fulfilling the requirements of 36 CFR Part 800.

## **XVI. Effective Date; Duration of the Agreement**

- A. **Effective Date:** This Agreement becomes effective on the date the last of all Signatories has signed the Agreement and all required legal approvals have been obtained (“Effective Date”).
- B. **Duration of Agreement:** This Agreement will continue in full force and effect until 10 years from the Effective Date, or when all terms of this Agreement have been completed, whichever occurs first. This Agreement will automatically terminate if the Program is terminated or authorization for the Program is rescinded.
- C. **Extension:** At any time in the 6-month period prior to its expiration, the Signatories will consult to consider an extension of this Agreement. At such time, the Signatories may consider an amendment to extend this Agreement unmodified for an additional specified duration or consult to amend this Agreement in accordance with Stipulation XIV. No

extension will be effective until all Signatories have signed the amendment consistent with Stipulation XIV.A.

Execution of this Agreement by the Signatories and implementation of its terms constitutes evidence that FHWA and FTA have taken into account the effects of the Program on historic properties and afforded ACHP an opportunity to comment.

In witness thereof, the Signatories to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out on the following pages and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**Attachments**

- A: Consulting Parties
- B: Area of Potential Effects
- C: Historic Built Environment Resources Treatment Plan
- D: Archaeological Resources Identification, Monitoring, and Treatment Plan
- E: Screened Program Actions Having Minimal Potential to Cause Effects to Historic Properties
- F: Post-Review Discovery Plan
- G: Human Remains Treatment Plan
- H: Historic Properties of Religious and Cultural Significance to Indian Tribes Treatment Plan

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
HISTORIC PRESERVATION OFFICE, WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION, OREGON DEPARTMENT OF TRANSPORTATION, AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION  
ACT FOR THE INTERSTATE BRIDGE REPLACEMENT PROGRAM, CITY OF  
VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Signatory

FEDERAL HIGHWAY ADMINISTRATION

**YAMILEE P VOLCY** Digitally signed by YAMILEE P  
VOLCY  
Date: 2026.03.30 16:52:53 -07'00'

Date \_\_\_\_\_

Yamilée P. Volcy  
Acting Division Administrator  
FHWA Washington Division

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Signatory

FEDERAL HIGHWAY ADMINISTRATION

**KEITH LYNCH** Digitally signed by KEITH  
LYNCH  
Date: 2026.03.30 14:01:53  
-07'00'

Date \_\_\_\_\_

Keith Lynch  
Division Administrator  
FHWA Oregon Division

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Signatory

FEDERAL TRANSIT ADMINISTRATION

**SUSAN KAY FLETCHER** Digitally signed by SUSAN KAY FLETCHER  
Date: 2026.02.27 09:05:23 -08'00'

Date \_\_\_\_\_

Susan Fletcher  
Regional Administrator  
FTA Region 10

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Signatory

WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
PRESERVATION

  
Allyson Brooks (Feb 9, 2026 08:17:23 PST)

Date Feb 9, 2026

Allyson Brooks, Ph.D.  
State Historic Preservation Officer

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Signatory

OREGON STATE HISTORIC PRESERVATION OFFICE

Signature:



Ian Johnson (Mar 10, 2026 14:55:23 PDT)

Email: [Ian.Johnson@oprds.oregon.gov](mailto:Ian.Johnson@oprds.oregon.gov)

03/10/26

Date

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Ian Johnson  
State Historic Preservation Officer

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Signatory

ADVISORY COUNCIL ON HISTORIC PRESERVATION



Date April 13, 2026

Reid Nelson  
Executive Director

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Invited Signatory

NATIONAL PARK SERVICE

**RANDOLPH LAVASSEUR** Digitally signed by RANDOLPH LAVASSEUR  
Date: 2026.03.02 12:23:28 -08'00'

Date \_\_\_\_\_

Randolph M. Lavasseur  
Regional Director, Pacific West Region

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Invited Signatory

U.S. ARMY CORPS OF ENGINEERS



CASWELL.LARRY.DALE.JR.1  
052433432  
2026.01.28 17:55:09 -08'00'

Date 28 January 2026

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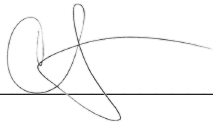
Larry D. Caswell, Jr., PE, PMP  
Colonel, U.S. Army  
District Commander

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Invited Signatory

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Date 2/6/2026

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Carley Francis  
Interim IBR Program Director

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Invited Signatory

OREGON DEPARTMENT OF TRANSPORTATION



Date 2/6/2026

Ray Mabey  
IBR Assistant Program Manager

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Invited Signatory

U.S. COAST GUARD

Date \_\_\_\_\_

\_\_\_\_\_  
Arex B. Avanni  
Rear Admiral, Northwest District

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

DEPARTMENT OF THE ARMY, OFFICE OF ARMY CEMETERIES

DURHAM-  
AGUILERA.KAREN.L.1230610  
262

Digitally signed by DURHAM-  
AGUILERA.KAREN.L.1230610262  
Date: 2026.03.03 14:27:47 -05'00'

Date \_\_\_\_\_

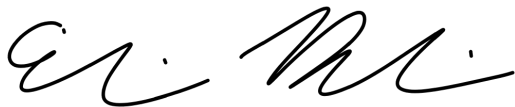
Karen Durham-Aguilera  
Executive Director, Office of Army Cemeteries

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

OREGON LEGISLATIVE COMMISSION ON INDIAN SERVICES



Date 3/2/2026

Dr. Elissa Bullion  
State Physical Anthropologist

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

OREGON DEPARTMENT OF STATE LANDS

*Bill Ryan*

Deputy Director - Aquatic Resource Management

Date 02/06/2026

Gary Curtis  
Archaeologist

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

METRO



Date February 27, 2026

Marissa Madrigal  
Chief Operating Officer

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

CITY OF PORTLAND

  
\_\_\_\_\_

Date 2/6/2026

Donnie Oliveira  
Deputy City Administrator for Community and Economic Development

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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Concurring Party

CITY OF VANCOUVER

  
\_\_\_\_\_

Katherine Kelly  
Policy & Programs Manager

Date 2-10-2026

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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Concurring Party

THE HISTORIC TRUST



Date

2/4/26

Temple Lentz  
President and CEO

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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Concurring Party

WASHINGTON TRUST FOR HISTORIC PRESERVATION



Date 3/5/26

Chris Moore  
Executive Director

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

\_\_\_\_\_ Date \_\_\_\_\_

Jarred-Michael Erickson  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

\_\_\_\_\_ Date \_\_\_\_\_

Cheryle Kennedy  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

NEZ PERCE TRIBE

\_\_\_\_\_ Date \_\_\_\_\_

Shannon Wheeler  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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Concurring Party

NISQUALLY INDIAN TRIBE

\_\_\_\_\_ Date \_\_\_\_\_

Ken Choke  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES OF SILETZ INDIANS

\_\_\_\_\_ Date \_\_\_\_\_

Delores Pigsley  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

SPOKANE TRIBE OF THE SPOKANE RESERVATION INDIANS

\_\_\_\_\_ Date \_\_\_\_\_

Greg Abrahamson  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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HISTORIC PRESERVATION OFFICE, WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION, OREGON DEPARTMENT OF TRANSPORTATION, AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION  
ACT FOR THE INTERSTATE BRIDGE REPLACEMENT PROGRAM, CITY OF  
VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

\_\_\_\_\_ Date \_\_\_\_\_

Kathryn Brigham  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON

\_\_\_\_\_ Date \_\_\_\_\_

Dennis White III  
Chairperson

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

\_\_\_\_\_ Date \_\_\_\_\_

Gerald Lewis  
Chairman

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_ Date \_\_\_\_\_  
Hugo Flores  
Environmental Planner

**PROGRAMMATIC AGREEMENT AMONG THE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CHINOOK INDIAN NATION

\_\_\_\_\_ Date \_\_\_\_\_  
Tony Johnson  
Chairman

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

C-TRAN

Date \_\_\_\_\_

\_\_\_\_\_  
Scott Patterson  
Deputy Chief Executive Officer

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

TRIMET

Date \_\_\_\_\_

\_\_\_\_\_  
Jamie Snook  
Director of Major Projects

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CLARK COUNTY

\_\_\_\_\_ Date \_\_\_\_\_

Bart Catching  
Community Planning

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

ARCHITECTURAL HERITAGE CENTER

\_\_\_\_\_  
Steve Dotterer  
Board Member

Date \_\_\_\_\_

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CLARK COUNTY HISTORICAL SOCIETY AND MUSEUM

\_\_\_\_\_  
Bradley Richardson  
Executive Director

Date \_\_\_\_\_

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

CLARK COUNTY HISTORIC PRESERVATION COMMISSION

\_\_\_\_\_ Date \_\_\_\_\_  
Bart Catching  
Community Planning

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

COLUMBIA RIVER MARITIME MUSEUM

\_\_\_\_\_  
Jeff Smith  
Curator

Date \_\_\_\_\_

**PROGRAMMATIC AGREEMENT AMONG THE  
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ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

VANPORT PLACEMARKING PROJECT

\_\_\_\_\_ Date \_\_\_\_\_

Maryhelen Kincaid  
Executive Director

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

COWLITZ INDIAN TRIBE

\_\_\_\_\_ Date \_\_\_\_\_

Bill Iyall  
Chairperson

Cowlitz Indian Tribe declined to sign the Programmatic Agreement.

**PROGRAMMATIC AGREEMENT AMONG THE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

BUENA-HAYDEN LOT 6 LLC

\_\_\_\_\_ Date \_\_\_\_\_

Katherine J. Durant  
Authorized Signor for Buena-Hayden Lot 6 LLC

Buena-Hayden Lot 6 LLC declined to sign the Programmatic Agreement.

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

JANTZEN BEACH MOORAGE INC.

\_\_\_\_\_ Date \_\_\_\_\_  
Melanie Walker  
President, JBMI Board of Directors

Jantzen Beach Moorage Inc. declined to sign the Programmatic Agreement.

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
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ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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MULTNOMAH COUNTY, OREGON**

Concurring Party

RESTORE OREGON

\_\_\_\_\_ Date \_\_\_\_\_  
Nicole Possert  
Executive Director

Restore Oregon declined to sign the Programmatic Agreement.

**PROGRAMMATIC AGREEMENT AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION, FEDERAL TRANSIT  
ADMINISTRATION, WASHINGTON STATE DEPARTMENT OF  
ARCHAEOLOGY AND HISTORIC PRESERVATION, OREGON STATE  
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VANCOUVER, CLARK COUNTY, WASHINGTON, AND CITY OF PORTLAND,  
MULTNOMAH COUNTY, OREGON**

Concurring Party

TEN TALENTS INVESTMENTS LLC  
by Hurley Development LLC its Manager

\_\_\_\_\_ Date \_\_\_\_\_

Ryan Hurley  
President and Manager Hurley Development LLC

Ten Talents Investments LLC declined to sign the Programmatic Agreement.

**INTERSTATE BRIDGE REPLACEMENT PROGRAM  
PROGRAMMATIC AGREEMENT**

**Attachment A: Consulting Parties**

Listed below are all the parties that were consulted in developing the Interstate Bridge Replacement Program Programmatic Agreement. Table A-1 provides a list of consulting parties who participated in the development of this Agreement. Table A-2 provides a list of consulting parties invited to participate in the development of the Agreement but declined or did not respond to the invitation to participate.

**Table A-1. Consulting Parties Participating in the Development of this Agreement**

	<b>Consulting Party</b>
Federal Agencies	National Park Service
	United States Army Corps of Engineers
	United States Coast Guard
	Department of the Army, Office of Army Cemeteries
State Agencies	Oregon Department of State Lands
	Oregon Legislative Commission on Indian Services
	Oregon State Historic Preservation Office
	Washington State Department of Archaeology and Historic Preservation
	Washington State Department of Natural Resources
Federally Recognized Tribes	Confederated Tribes of the Colville Reservation
	Confederated Tribes of the Grand Ronde Community of Oregon
	Confederated Tribes of Siletz Indians of Oregon
	Confederated Tribes of the Umatilla Indian Reservation
	Confederated Tribes of Warm Springs Reservation of Oregon
	Confederated Tribes and Bands of the Yakama Nation
	Cowlitz Indian Tribe
	Nisqually Indian Tribe
	Nez Perce Tribe
	Spokane Tribe of the Spokane Reservation Indians (Spokane Tribe of Indians)

	<b>Consulting Party</b>
Other Agencies and Organizations	Architectural Heritage Center
	Buena Hayden, LLC
	Chinook Indian Nation
	City of Portland
	City of Vancouver
	Clark County
	Clark County Historical Society and Museum
	Clark County Historic Preservation Commission
	Columbia River Maritime Museum
	C-TRAN
	The Historic Trust
	Hurley Development
	Jantzen Beach Moorage Inc.
	Metro
	Restore Oregon
	TriMet
Vanport Placemarking Project	
Washington Trust for Historic Preservation	

**Table A-2. Parties Invited to Participate in the Development of this Agreement but Declined or Did Not Respond to the Invitation to Participate**

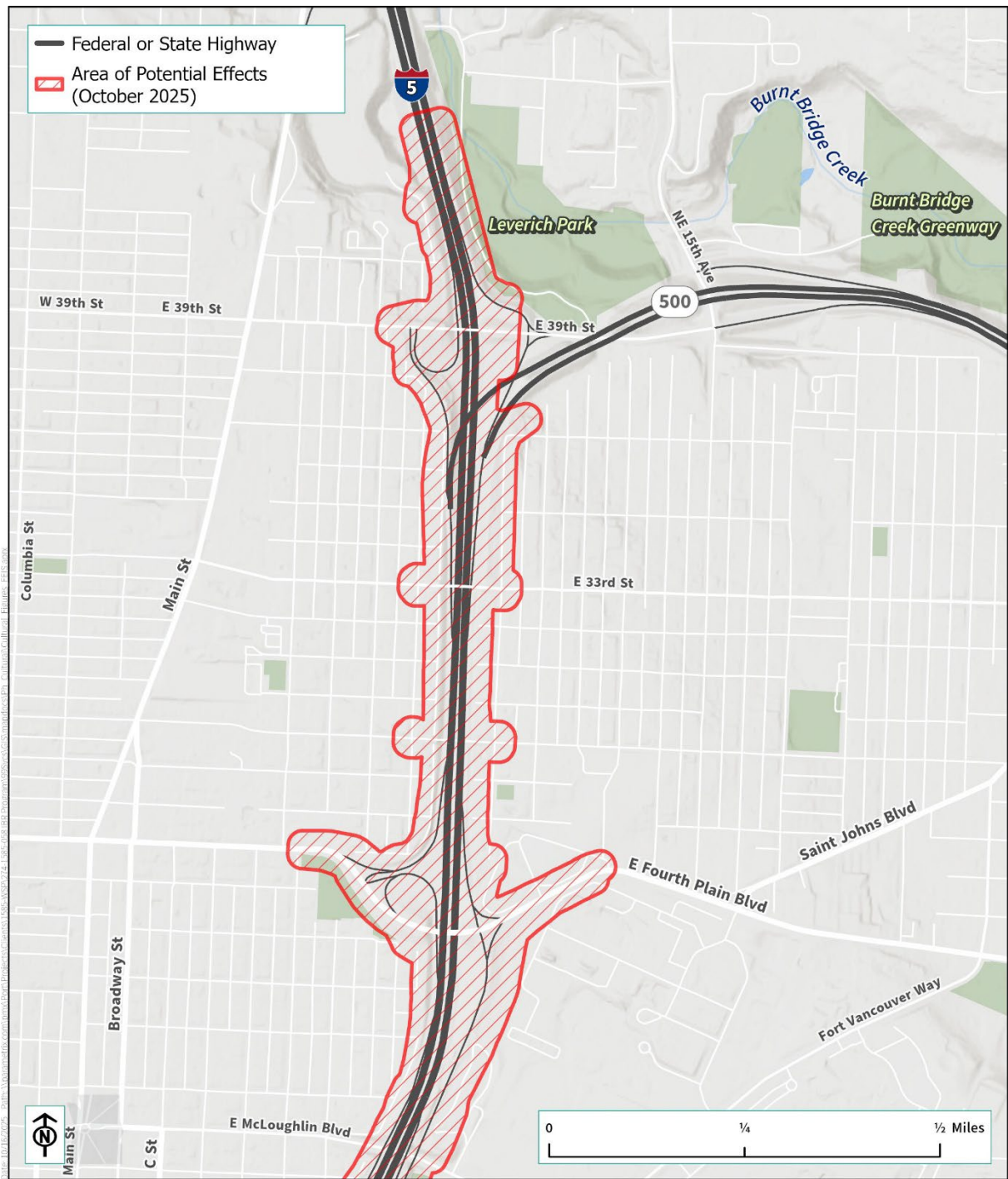
<b>Organizations and Property Owners</b>	<b>Reason for Not Participating</b>
Bridge Stories	Did not respond.
Burns Paiute Tribe	Did not respond.
Cayuga Nation	Did not respond.
Chippewa-Cree Indians of the Rocky Boy’s Reservation	Did not respond.
Clark County Public Works	Declined.
Coeur D’Alene Tribe of the Coeur D’Alene Reservation	Did not respond.
Coquille Indian Tribe	Deferred to other Tribes in closer proximity.
Columbia River Intertribal Fish Commission	Declined.
Confederated Salish and Kootenai Tribes of the Flathead Reservation	Did not respond.

<b>Organizations and Property Owners</b>	<b>Reason for Not Participating</b>
Confederated Tribes of Chehalis Reservation	Did not respond.
Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians,	Did not respond.
Cow Creek Banks of Umpqua Indians	Did not respond.
Confluence Project	Did not respond.
Docomomo	Did not respond.
Fort Bidwell Indian Community of the Fort Bidwell Reservation of California	Did not respond.
Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation	Did not respond.
Historic Bridge Foundation	Declined.
Hui Malama	Did not respond.
Japanese American Museum of Oregon (JAMO)	Did not respond.
Japan-American Society of Oregon	Did not respond.
Ka Aha Lahui O' Olekona Hawaiian Civic Club of Oregon and SW Washington (KALO HCC)	Did not respond.
Kalispel Indian Community of the Kalispel Reservation	Did not respond.
Multnomah County	Did not respond.
Office of Hawaiian Affairs	Did not respond.
Oneida Indian Nation	Did not respond.
Onondaga Nation	Did not respond.
Oregon Black Pioneers	Did not respond.
Oregon Historical Society	Did not respond.
Oregon Maritime Museum	Did not respond.
Pit River Tribe	Did not respond.
Property Owner, 6434 N. Haight Avenue, Portland, OR 97217	Did not respond
Puyallup Tribe of the Puyallup Reservation	Did not respond.
Quinalt Indian Reservation	Did not respond.
Robert Krier, Former WSDOT Bridge Engineer	Declined.
Saint Regis Mohawk Tribe	Did not respond.
Seneca Nation of Indians	Did not respond.

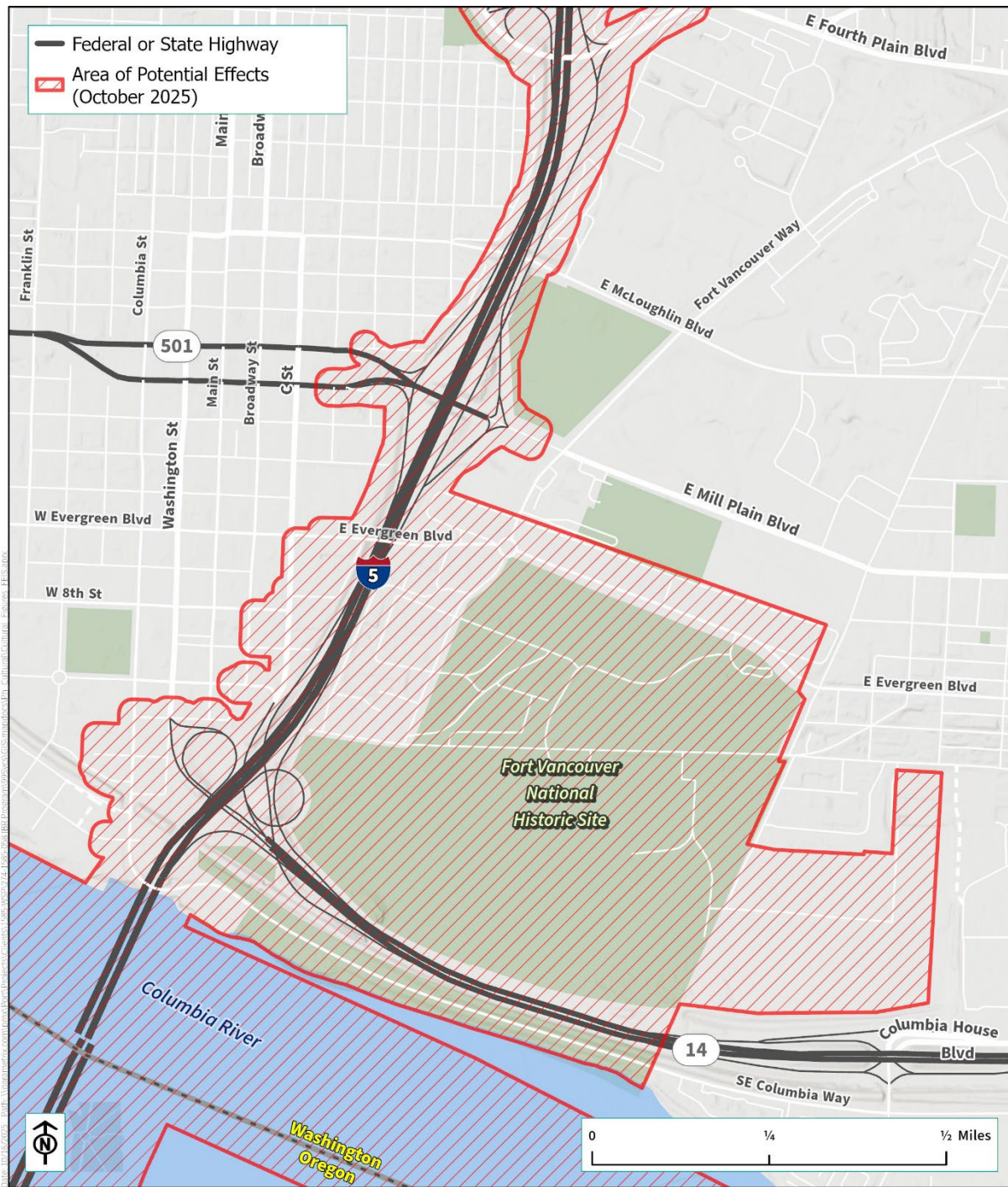
Organizations and Property Owners	Reason for Not Participating
Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation	Did not respond.
Shoshone-Bannock Tribes of the Fort Hall Reservation	Did not respond.
Skokomish Indian Tribe	Did not respond.
The Normandy LLC	Did not respond
Tonawanda Band of Seneca Indians	Did not respond.
Tulalip Tribes of Washington	Did not respond.
Tuscarora Nation	Did not respond.
Vanport Mosaic	Did not respond.



**Figure B-2. Area of Potential Effects (October 2025) – Washington North**

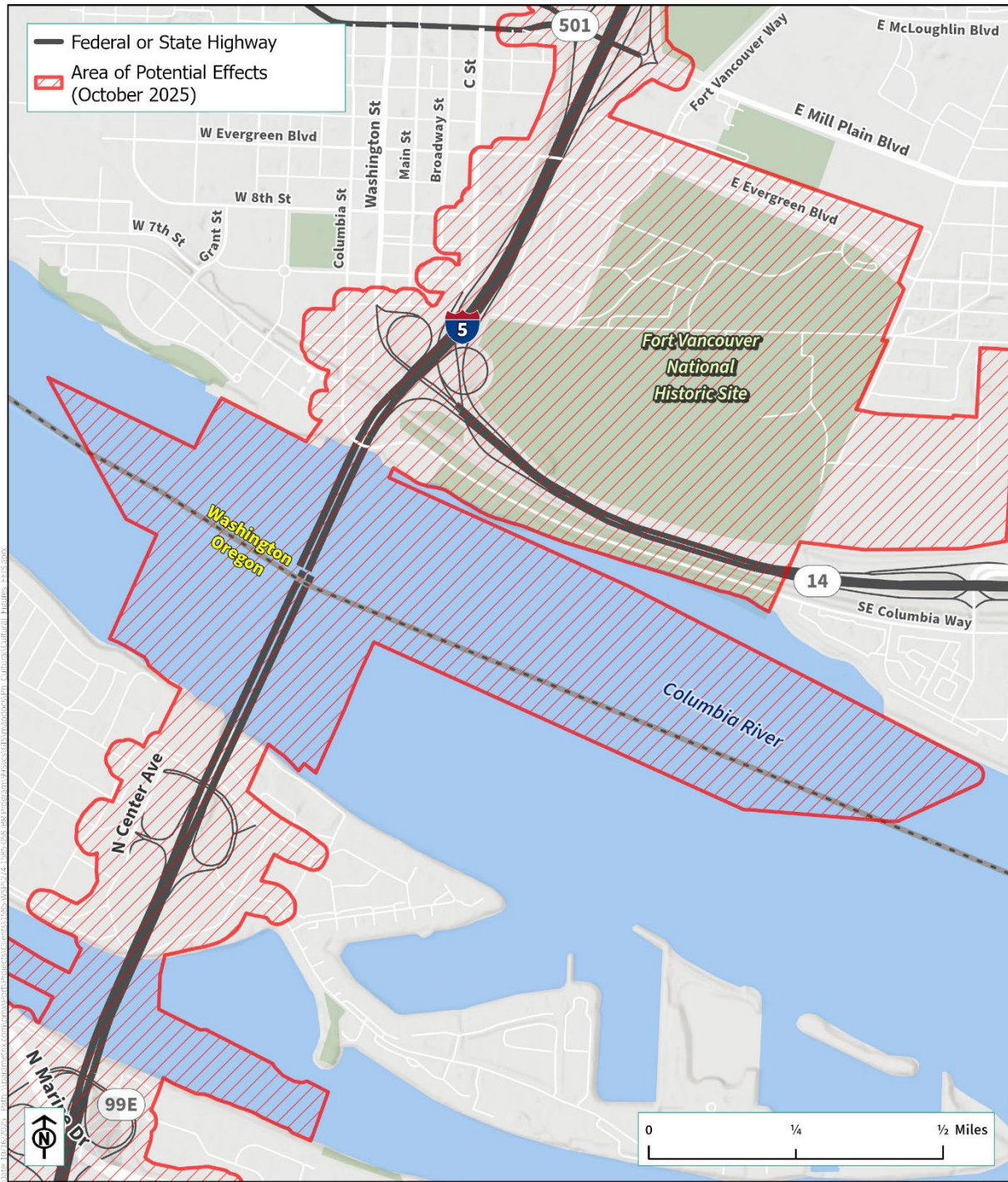


**Figure B-3. Area of Potential Effects (October 2025) – Washington South**

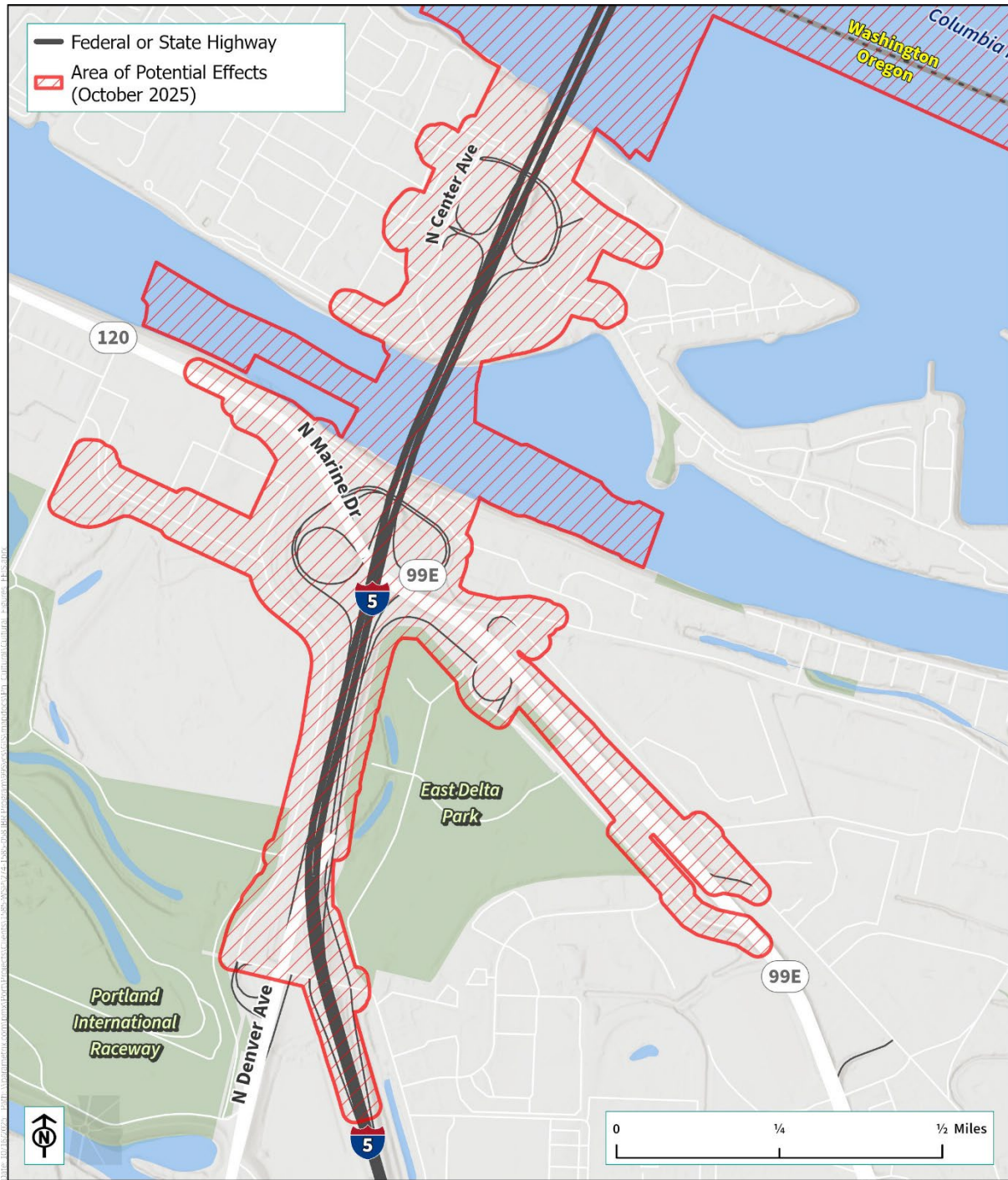


Source: ODOT, WSDOT, Mapbox, OpenStreetMap

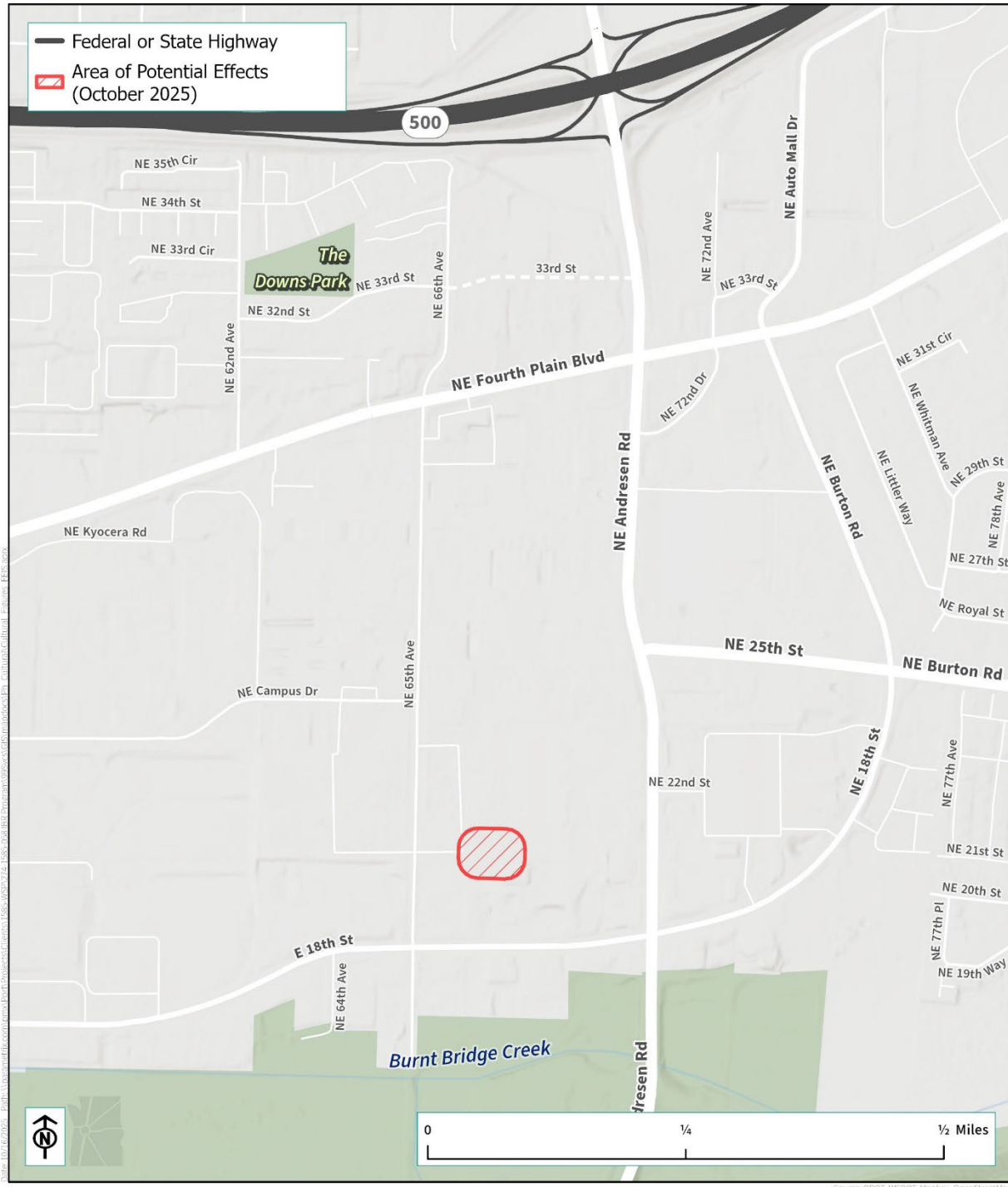
Figure B-4. Area of Potential Effects (October 2025) – Interstate



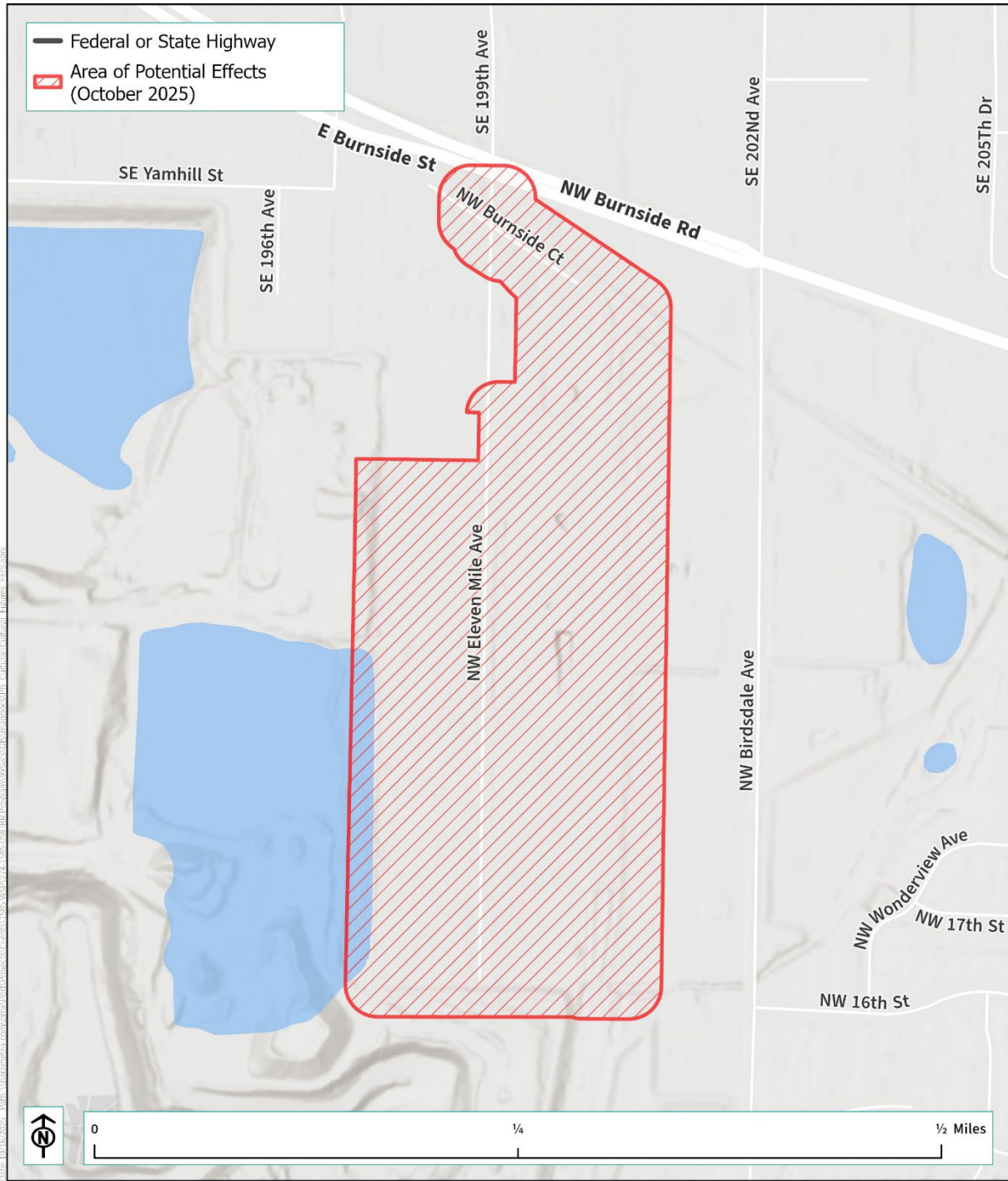
**Figure B-5. Area of Potential Effects (October 2025) – Oregon**



**Figure B-6. Area of Potential Effects (October 2025) – C-TRAN Operations and Maintenance Facility, Washington**



**Figure B-7. Area of Potential Effects (October 2025) – Ruby Junction Light-Rail Operations and Maintenance Facility, Oregon**



**Figure B-8. Area of Potential Effects (October 2025) – West Hayden Island Mitigation Site, Oregon**



**INTERSTATE BRIDGE REPLACEMENT PROGRAM  
PROGRAMMATIC AGREEMENT**

**Attachment C: Historic Built Environment Resources Treatment Plan**

**C-I. INTRODUCTION**

The purpose of the Historic Built Environment Resources Treatment Plan (HBERTP) is to resolve adverse effects resulting from the activities of the IBR Program to NRHP-eligible HBE Resources, as defined in Stipulation IV of the Agreement. Table C-1 lists the adversely affected HBE Resources.

This HBERTP provides information on the adversely affected HBE Resources and details the process that will be implemented to carry out the HBE Treatment Measures identified to resolve adverse effects on such resources. The HBE Treatment Measures and the process for their implementation described herein were developed by the FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, and the Consulting Parties. Stipulation XIV of this Agreement sets forth the procedures for revising this attachment if revision is required, if HBE Resources are identified as a result of Program Changes and determined to be adversely affected, or if HBE Treatment Measures are rendered redundant as the Program is advanced.

**Table C-1. Adversely Affected HBE Resources**

<b>IBR Resource ID</b>	<b>Oregon SHPO ID/ DAHP ID</b>	<b>HBE Resource Name</b>	<b>Address</b>	<b>NRHP Criteria</b>	<b>Level of Significance</b>	<b>Period of Significance</b>	<b>Adverse Effect</b>
OR 50/WA 381a	49361/18781	Interstate Bridge (northbound)	Columbia River	Listed: A, C	National	1917–1958	Complete physical destruction.
OR 51/WA 381b	Undetermined/73 2664	Interstate Bridge (southbound)	Columbia River	Eligible: A, C	State	1958–1966	Complete physical destruction.
OR 107	Undetermined	Harbor Shops	11915 N Center Ave, Portland, OR	Eligible: A, C	Local	1978	Complete physical destruction.
OR 109	Undetermined	Jantzen Beach Water Tank	N Center St & N Jantzen Ave, Portland, OR	Eligible: A, C	Local	1968–1980	Complete physical destruction.
OR 111	Undetermined	Jantzen Beach Moorage	1501 N Jantzen Ave, 1525–2055 N Jantzen Ave, Portland, OR	Eligible: A	Local	1958–1977	Partial physical destruction.
WA 149	89160	Normandy Apartments	318 E 7th St, Vancouver, WA	Eligible: A, C	Local	1928	Introduction of visual, atmospheric, and audible elements (Modified Locally Preferred Alternative without I-5 Shifted West) or; Partial physical destruction (Modified Locally Preferred Alternative with I-5 Shifted West).

<b>IBR Resource ID</b>	<b>Oregon SHPO ID/ DAHP ID</b>	<b>HBE Resource Name</b>	<b>Address</b>	<b>NRHP Criteria</b>	<b>Level of Significance</b>	<b>Period of Significance</b>	<b>Adverse Effect</b>
WA 369	N/A	Pearson Field Historic District	610–1105 E 5th St, Vancouver, WA	Eligible: A	Local	1905–1941	Introduction of visual elements.
WA 918	N/A	Officers Row Historic District	601–1607 E Evergreen Blvd, Vancouver, WA	Listed: A, C	Local	1867–1906	Partial physical destruction (~0.001 acres), temporary construction easements (~0.01 acres), and introduction of audible elements.
WA 1192	89097	Bridge Substation	100 SE Columbia St, Vancouver, WA	Eligible: C	Local	1913–1926	Complete physical destruction.
WA 1357	N/A	Vancouver National Historic Reserve Historic District	Vancouver, WA	Listed: A, C, D	National	2500 BP–1966	Partial physical destruction (~0.54 acres) and temporary construction easements (~1.59 acres) including partial removal of contributing Army Road System and introduction of visual, vibratory, and audible elements.
WA 1358	N/A	Vancouver Barracks Historic District	Vancouver, WA	Eligible: A	State	1846	Partial physical destruction (~0.21 acres), temporary construction easements (~0.03 acres), and introduction of visual, vibratory, and audible elements.

<b>IBR Resource ID</b>	<b>Oregon SHPO ID/ DAHP ID</b>	<b>HBE Resource Name</b>	<b>Address</b>	<b>NRHP Criteria</b>	<b>Level of Significance</b>	<b>Period of Significance</b>	<b>Adverse Effect</b>
WA 1359	N/A	Fort Vancouver National Historic Site	Vancouver, WA	Listed: A, D	Undetermined	1844–1846	Partial physical destruction (~0.30 acres), temporary construction easements (~0.95 acres), and introduction of visual elements.

## **C-II. TREATMENT MEASURES**

### **A. Procedures**

1. Implementation of HBE Treatment Measures in this HBERTP shall be conducted by or under the direct supervision of a qualified person or persons meeting the Secretary of the Interior’s Professional Qualifications Standards (Federal Register, Vol. 48, No. 190, Thursday, September 29, 1983 pp. 44738–44739) in accordance with Stipulation III.A of this Agreement.
2. In the event access to an HBE Resource is required to undertake work under this HBERTP, WSDOT and ODOT, as applicable, will comply with relevant federal, state, and/or local laws and requirements.
3. WSDOT and ODOT, as applicable, shall secure all permits or other approvals from the State of Washington, the State of Oregon, the City of Vancouver, the City of Portland, NPS, and other agencies with jurisdiction, as appropriate, as required to carry out measures to resolve adverse effects.

WSDOT and ODOT will provide a table detailing work undertaken in accordance with the HBERTP. WSDOT and ODOT will prepare, review, and distribute the table as part of quarterly performance reporting in accordance with Stipulation XII.A of this Agreement. This table will discuss work undertaken during the previous reporting period and upcoming opportunities for consultation. If archaeological materials and/or suspected human remains are discovered during the activities to implement the HBE Treatment Measures to HBE Resources, all work at the discovery location will cease in accordance with Attachment F (Post-Review Discovery Plan) and/or Attachment G (Human Remains Treatment Plan) of this Agreement. Communications and actions related to the discovery will follow the procedures in Attachment F.

### **B. HBE Resource-Specific HBE Treatment Measures**

The following HBE Treatment Measures have been identified by FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS, the Tribes, and the Consulting Parties, to resolve adverse effects to HBE Resources. WSDOT and ODOT, in coordination with FHWA and FTA, will complete the HBE Treatment Measures at the HBE Resource-specific and Program level. The HBE Resource-specific HBE Treatment Measures prioritize activities that resolve adverse effects to adversely affected HBE Resources at the individual site, building, structure, object, or district scale.

1. Interstate Bridge (northbound), Columbia River.
  - a) Historic American Engineering Record (HAER) documentation for the Interstate Bridge (northbound) (update to existing HAER No. WA-86).

- i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for the update to HAER No. WA-86 documentation.
- ii. The HBE Treatment Measures will comply with the following standards and guidelines:
  - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation.*
- iii. WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT shall contact the NPS regional Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) coordinator to request that NPS stipulate the level and procedures for completing the documentation;
  - WSDOT and ODOT will compile research for updates to HAER No. WA-86;
  - WSDOT and ODOT will complete fieldwork for updates to HAER No. WA-86;
  - WSDOT and ODOT will deliver draft documentation concerning updates to HAER No. WA-86 to FHWA and FTA, DAHP, Oregon SHPO, NPS Regional Office, the Tribes, and the other Consulting Parties for review;
  - WSDOT and ODOT, in coordination with FHWA and FTA, will revise the updates to HAER No. WA-86 in consideration of comments received, and will deliver the revised draft documentation to the NPS Regional Office for review; and
  - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, coordinate with the NPS Regional Office on submittal of final HAER No. WA-86 documentation to the Library of Congress, as well as interested local libraries and archives.
  - Upon receipt of the NPS Regional Office written acceptance letter, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties.

- iv. The draft HAER No. WA-86 update documentation will be completed prior to the demolition of the adversely affected HBE Resource. A delivery schedule for review and submittal of the final HAER No. WA-86 documentation will be developed in coordination with the NPS Regional Office.
- b) High-definition laser scanning, or a comparable documentation method for the Interstate Bridge (northbound).
- i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for high-definition laser scanning documentation.
  - ii. WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will direct agency staff and/or hire a qualified technical consultant to conduct high-definition laser scanning of the northbound Interstate Bridge structure.
    - WSDOT and ODOT will direct agency staff/the consultant to complete fieldwork for high-definition laser scanning.
    - WSDOT and ODOT will coordinate with agency staff/the consultant for the preparation of final documentation.
  - iii. WSDOT and ODOT, in coordination with FHWA and FTA, will seek to incorporate the resulting data, where appropriate, into the updated HAER No. WA-86 documentation (C-II.B.1.a), and disseminate the digital model to interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - iv. The draft high-definition laser scanning documentation will be complete prior to the completion of the Historic Materials Reuse and Salvage Assessment for the Interstate Bridge (northbound) (C-II.B.1.c.i).
- c) Historic Materials Reuse and Salvage for the Interstate Bridge (northbound).
- i. Reuse and Salvage Feasibility Assessment for the Interstate Bridge (northbound).
    - WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Reuse and Salvage Feasibility Assessment.

- The Reuse and Salvage Feasibility Assessment will contain sufficient provisions to satisfy compliance with 23 USC § 144(g)(4) and include making the Interstate Bridge (northbound) available for donation to a state, locality, or responsible private entity.
- The Reuse and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding the prudence and feasibility of reuse and salvage.
- The Reuse and Salvage Feasibility Assessment will incorporate the data and results of the high-definition laser scanning (C-II.1.b), where appropriate, to aid reuse and salvage planning efforts.
- A delivery schedule for review and submittal of the Reuse and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
- Activities considered by the Reuse and Salvage Feasibility Assessment may include the following:
  - Incorporating components of the adversely affected HBE Resource into the Program design and Interpretation Program (C-II.D.1) and providing opportunities for Consulting Parties to provide input as the design progresses;
  - Making available for purchase and relocation components of the adversely affected HBE Resource to the public; and
  - Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.
- WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Reuse and Salvage Feasibility Assessment for review by DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties;
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Feasibility Assessment to FHWA and FTA; and

- WSDOT and ODOT will distribute the final assessment to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - The final Reuse and Salvage Feasibility Assessment will be completed by WSDOT and ODOT, in coordination with FHWA and FTA, prior to the demolition of the adversely affected HBE Resource. The decision to proceed with a Reuse and Salvage Plan (C-II.B.1.c.ii) will be made by WSDOT and ODOT in coordination with FHWA and FTA.
- ii. Reuse and Salvage Plan for the Interstate Bridge (northbound).
- If WSDOT and ODOT, in coordination with FHWA and FTA, determine that reuse and salvage is prudent and feasible, based upon the Reuse and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Reuse and Salvage Plan. The Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for reuse and salvage implementation of all or parts of the adversely affected HBE Resource.
  - Preference will be given first to the public ownership and reuse of these materials within public spaces or structures in or adjacent to the APE, and second, to public ownership and reuse of these materials within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in salvage or reuse, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.
  - Implementation of the Reuse and Salvage Plan will consider the following:
    - If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
    - If no party that is willing and able to reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
    - If no party is willing and able to acquire and relocate the adversely affected HBE Resource within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal

has determined salvage is feasible, WSDOT and ODOT will deconstruct the structure, ensure that small structural elements are available for reuse, and make availability of these elements known through appropriate media.

- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will deliver the draft Reuse and Salvage Plan for review by FHWA and FTA, DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Plan to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.

2. Interstate Bridge (southbound), Columbia River.

- a) HAER documentation for the Interstate Bridge (southbound) (update to existing HAER No. WA-86).
  - i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for update to HAER No. WA-86 documentation.
  - ii. This HBE Treatment Measure will comply with the following standards and guidelines:
    - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation.*
  - iii. WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT shall contact the NPS regional HABS/HAER/HALS coordinator to request that NPS stipulate the level and procedures for completing the documentation.
    - WSDOT and ODOT will compile research for updates to HAER No. WA-86.

- WSDOT and ODOT will complete fieldwork for updates to HAER No. WA-86.
  - WSDOT and ODOT will deliver draft documentation concerning updates to HAER No. WA-86 to FHWA and FTA, DAHP, Oregon SHPO, the NPS Regional Office, the Tribes, and the other Consulting Parties, for review.
  - WSDOT and ODOT, in coordination with FHWA and FTA, will revise the updates to HAER No. WA-86 in consideration of comments received, and will deliver the revised draft documentation to the NPS Regional Office for review.
  - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, coordinate with the NPS Regional Office on submittal of final HAER No. WA-86 documentation to the Library of Congress, as well as interested local libraries and archives.
  - Upon receipt of the NPS written acceptance letter, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties.
- iv. The draft HAER No. WA-86 update documentation will be completed prior to the demolition of the adversely affected HBE Resource. A delivery schedule for review and submittal of the final HAER documentation will be developed in coordination with the NPS Regional Office.
- b) High-definition laser scanning, or a comparable documentation method for the Interstate Bridge (southbound).
- i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for high-definition laser scanning documentation.
  - ii. WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will direct agency staff and/or hire a qualified technical consultant to conduct high-definition laser scanning of the Interstate Bridge (southbound);
    - WSDOT and ODOT will direct agency staff/the consultant to complete fieldwork for high-definition laser scanning; and

- WSDOT and ODOT will coordinate with agency staff/the consultant for the preparation of final documentation.
- iii. WSDOT and ODOT, in coordination with FHWA and FTA, will coordinate with interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- iv. The draft high-definition laser scanning documentation will be complete prior to the completion of the Historic Materials Reuse and Salvage Assessment for the Interstate Bridge (southbound) (C-II.B.2.c.i).
- c) Historic Materials Reuse and Salvage for the Interstate Bridge (southbound).
- i. Reuse and Salvage Feasibility Assessment for the Interstate Bridge (southbound).
- WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Reuse and Salvage Feasibility Assessment.
  - The Reuse and Salvage Feasibility Assessment will contain sufficient provisions to satisfy compliance with 23 USC § 144(g)(4) and include making the Interstate Bridge (southbound) available for donation to a state, locality, or responsible private entity.
  - The Reuse and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding the prudence and feasibility of reuse and salvage.
  - The Reuse and Salvage Feasibility Assessment will incorporate the data and results of the high-definition laser scanning (C-II.1.b), where appropriate, to aid reuse and salvage planning efforts.
  - A delivery schedule for review and submittal of the Reuse and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
  - Activities considered by the Reuse and Salvage Feasibility Assessment may include the following:
    - Incorporating components of the adversely affected HBE Resource into the Program design and Interpretation Program (C-II.D.1) and providing opportunities for Consulting Parties to provide input as the design progresses;

- Making available for purchase and relocation components of the adversely affected HBE Resource to the public; and
  - Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.
  - WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Reuse and Salvage Feasibility Assessment for review by DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
    - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Feasibility Assessment to FHWA and FTA.
    - WSDOT and ODOT will distribute the final assessment to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - The final Reuse and Salvage Feasibility Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA prior to the demolition of the adversely affected HBE Resource. The decision to proceed with a Reuse and Salvage Plan (C-II.B.2.c.ii) will be made by WSDOT and ODOT in coordination with FHWA and FTA.
- ii. Reuse and Salvage Plan for the Interstate Bridge (southbound).
- If WSDOT and ODOT, in coordination with FHWA and FTA, determine that reuse and salvage is prudent and feasible, based upon the Reuse and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Reuse and Salvage Plan. The Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for the reuse and salvage implementation of all or parts of the adversely affected HBE Resource.
  - Preference will be given first to the public ownership and reuse of these materials within public spaces or structures in or adjacent to the APE and

second, to public ownership and reuse of these materials within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in salvage or reuse, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.

- Implementation of the Reuse and Salvage Plan will consider the following:
  - If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
  - If no party that is willing and able to reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
  - If no party is willing and able to acquire and relocate the adversely affected HBE Resource within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal has determined salvage is feasible, WSDOT and ODOT will deconstruct the structure, ensure that small structural elements are available for reuse, and make availability of these elements known through appropriate media.
- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will deliver the draft Reuse and Salvage Plan for review by FHWA and FTA, DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Plan to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.

3. Harbor Shops, 11915 North Center Avenue, Portland, Oregon.
  - a) Oregon State Level Documentation for the Harbor Shops.
    - i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for Oregon State Level Documentation.
    - ii. In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the Oregon State Level Documentation will comply with the following standards and guidelines:
      - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and
      - *Oregon SHPO Guidelines for Historic Resource Surveys in Oregon*.
    - iii. WSDOT and ODOT will oversee implementation of the following scope of work:
      - WSDOT and ODOT will compile research for Oregon State Level Documentation;
      - WSDOT and ODOT will complete fieldwork for Oregon State Level Documentation according to Oregon SHPO standards;
      - WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties; and
      - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final Oregon State Level Documentation to Oregon SHPO, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to the Tribes and the other Consulting Parties.
    - iv. The draft documentation will be submitted to Oregon SHPO for review and finalization prior to the demolition of the adversely affected HBE Resource.
  - b) Historic Materials Reuse and Salvage for the Harbor Shops.
    - i. Reuse and Salvage Feasibility Assessment for the Harbor Shops.
      - WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Reuse and Salvage Feasibility Assessment.

- The Reuse and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding prudence and feasibility of reuse and salvage.
- A delivery schedule for review and submittal of the Reuse and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
- Activities considered by the Reuse and Salvage Feasibility Assessment may include the following:
  - Incorporating components of the adversely affected HBE Resource into the Program design and providing opportunities for Consulting Parties to provide input as the design progresses;
  - Making available for purchase and relocation components of the adversely affected HBE Resource to the public; and
  - Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.
- WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Reuse and Salvage Feasibility Assessment for review by Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Feasibility Assessment to FHWA and FTA.
  - WSDOT and ODOT will distribute the final assessment to Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- The final Reuse and Salvage Feasibility Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA prior to the demolition of the adversely affected HBE Resource. The decision to proceed with a Reuse and Salvage Plan (C-II.B.3.b.ii) will be made by WSDOT and ODOT in coordination with FHWA and FTA.

- ii. Reuse and Salvage Plan for the Harbor Shops.
- If WSDOT and ODOT, in coordination with FHWA and FTA, determine that reuse and salvage is prudent and feasible, based upon the Reuse and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Reuse and Salvage Plan. The Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for reuse and salvage implementation of all or parts of the adversely affected HBE Resource.
  - Preference will be given first to the public ownership and reuse of these materials within public spaces or structures in or adjacent to the APE and second, to public ownership and reuse of these materials within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in salvage or reuse, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.
  - Implementation of the Reuse and Salvage Plan will consider the following:
    - If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
    - If no party that is willing and able to reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
    - If no party that is willing and able to acquire and relocate the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal has determined salvage is feasible, WSDOT and ODOT will deconstruct the building and will ensure that architectural elements such as doors, windows, moldings, and the like are available for reuse, and will make availability of these elements known through appropriate media.

- WSDOT and ODOT will oversee the implementation of the following scope of work:
    - WSDOT and ODOT will deliver the draft Reuse and Salvage Plan for review by FHWA and FTA, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
    - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Plan to FHWA and FTA.
    - WSDOT and ODOT will distribute the final Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
4. Jantzen Beach Water Tank, North Center Avenue and North Jantzen Avenue, Portland, Oregon.
- a) Oregon State Level Documentation for the Jantzen Beach Water Tank.
- i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for Oregon State Level Documentation.
  - ii. In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the Oregon State Level Documentation will comply with the following standards and guidelines:
    - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and
    - *Oregon SHPO Guidelines for Historic Resource Surveys in Oregon*.
  - iii. The scope of work for Oregon State Level Documentation will consist of the following:
    - WSDOT and ODOT will compile research for Oregon State Level Documentation;
    - WSDOT and ODOT will complete fieldwork for Oregon State Level Documentation according to Oregon SHPO standards;
    - WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties; and

- WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final Oregon State Level Documentation to Oregon SHPO, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- iv. The draft documentation shall be finalized prior to the demolition of the adversely affected HBE Resource.
- b) Historic Materials Reuse and Salvage for the Jantzen Beach Water Tank.
- i. Reuse and Salvage Feasibility Assessment for the Jantzen Beach Water Tank.
- WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Reuse and Salvage Feasibility Assessment.
  - The Reuse and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding prudence and feasibility of reuse and salvage.
  - A delivery schedule for review and submittal of the Reuse and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
  - Activities considered by the Reuse and Salvage Feasibility Assessment may include the following:
    - Incorporating components of the adversely affected HBE Resource into the Program design and provide opportunities for Consulting Parties to provide input as the design progresses.
    - Making available for purchase and relocation components of the adversely affected HBE Resource to the public.
    - Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.

- WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Reuse and Salvage Feasibility Assessment for review by Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
    - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Feasibility Assessment to FHWA and FTA.
    - WSDOT and ODOT will distribute the final assessment to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - The final Reuse and Salvage Feasibility Assessment will be completed by WSDOT and ODOT, in coordination with FHWA and FTA, prior to the demolition of the adversely affected HBE Resource. The decision to proceed with a Reuse and Salvage Plan (C-II.B.4.b.ii) will be made by WSDOT and ODOT, in coordination with FHWA and FTA.
- ii. Reuse and Salvage Plan for the Jantzen Beach Water Tank.
- If WSDOT and ODOT, in coordination with FHWA and FTA, determine that reuse and salvage is prudent and feasible, based upon the Reuse and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Reuse and Salvage Plan. The Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for reuse and salvage implementation of all or parts of the adversely affected HBE Resource.
  - Preference will be given first to the public ownership and reuse of these materials within public spaces or structures in or adjacent to the APE and second, to public ownership and reuse of these materials within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in salvage or reuse, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.
  - Implementation of the Reuse and Salvage Plan will consider the following:

- If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
  - If no party that is willing and able to reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
  - If no party that is willing and able to acquire and relocate the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal has determined salvage is feasible, WSDOT and ODOT will deconstruct the structure and will ensure that small structural elements are available for reuse and will make availability of these elements known through appropriate media.
  - WSDOT and ODOT will oversee the implementation of the following scope of work:
    - WSDOT and ODOT will deliver the draft Reuse and Salvage Plan for review by FHWA and FTA, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
    - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Reuse and Salvage Plan to FHWA and FTA.
    - WSDOT and ODOT will distribute the final Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
5. Jantzen Beach Moorage, 1501 North Jantzen Avenue, 1525–2055 North Jantzen Avenue, Portland, Oregon.
- a) Oregon State Level Documentation for the Jantzen Beach Moorage.
    - i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for Oregon State Level Documentation.
    - ii. In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the Oregon State Level Documentation will comply with the following standards and guidelines:

- *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and
  - *Oregon SHPO Guidelines for Historic Resource Surveys in Oregon.*
- iii. The scope of work for Oregon State Level Documentation will consist of the following:
- WSDOT and ODOT will compile research for Oregon State Level Documentation;
  - WSDOT and ODOT will complete fieldwork for Oregon State Level Documentation according to SHPO standards;
  - WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties; and
  - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final Oregon State Level Documentation to Oregon SHPO, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- iv. The draft documentation shall be finalized prior to the partial demolition of the adversely affected HBE Resource.
6. Normandy Apartments, 318 East 7th Street, Vancouver, Washington.
- a) Modified Locally Preferred Alternative without I-5 Shifted West.
- i. DAHP Level II Documentation for the Normandy Apartments.
- WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for DAHP Level II Documentation.
  - In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the DAHP Level II Documentation will comply with the following standards and guidelines:
    - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and

- *Washington State Standards for Cultural Resource Reporting.*
- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will compile research for DAHP Level II Documentation;
  - WSDOT and ODOT will complete fieldwork for DAHP Level II Documentation according to DAHP standards;
  - WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, DAHP, NPS, the Tribes, and the other Consulting Parties; and
  - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final DAHP Level II Documentation to DAHP, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- The draft documentation shall be finalized prior to the alteration of the adversely affected HBE Resource.
- ii. SOI-compatible Window Replacements/Storm Windows for the Normandy Apartments.
  - Improvements to the window apertures of the Normandy Apartments are required to mitigate for adverse effects to the building’s integrity of setting.
  - Window Installation Assessment for the Normandy Apartments.
    - WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare a window replacement/storm Window Installation Assessment.
    - A delivery schedule for review and submittal of the Window Installation Assessment will be based upon coordination between WSDOT and ODOT and FHWA, FTA, DAHP, and the adversely affected HBE Resource owner.
    - The Window Installation Assessment may include the following:
      - A cost proposal;

- Identification of proposed methods;
  - Window replacement/storm window installation locations;
  - Specifications for SOI-compatible window replacements/storm windows; and
  - Confirmation that window replacements/storm windows will meet or surpass federal, state, and local noise abatement criteria as defined in the *Noise and Vibration Technical Report (IBR 2026b)*, as appended to the Final Supplemental Environmental Impact Statement.
- The Window Installation Assessment will include an approach for monitoring to ensure compliance with the requirements set forth in the Window Installation Assessment and reporting on the implementation of the window replacement/storm window installation.
- In addition to the HBE Treatment Measures required for all adversely affected HBE Resources (as specified in Section C-II.A of this attachment), the Window Installation Assessment will consider the following standards and guidelines:
- *The Secretary of the Interior's Standards for the Treatment of Historic Properties;*
  - *Preservation Brief 9: The Repair of Historic Wooden Windows;*
  - *Washington State Advisory Council's Standards for The Rehabilitation And Maintenance Of Historic Properties;* and
  - *DAHP Window Preservation Guidance.*
- WSDOT and ODOT will oversee implementation of the following scope of work:
- WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Window Installation Assessment for review by DAHP, the City of Vancouver, the Clark County Historic Preservation Commission, and the adversely affected HBE Resource owner.

- WSDOT and ODOT, in coordination with FHWA and FTA, will consider comments on the Window Installation Assessment before determining the appropriateness of the proposed changes and delivering the final Window Installation Assessment to FHWA and FTA.
- The final Window Installation Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA in sufficient time that the installation of the window replacements/storm windows will be completed prior to Program construction coming within 200 feet of the building footprint.
- Window Replacements/Storm Window Installation for the Normandy Apartments.
  - Upon finalization of the Window Installation Assessment, WSDOT and ODOT will provide the adversely affected HBE Resource owner or a WSDOT or ODOT contractor with funding to implement the selected proposal from the Window Installation Assessment, in an amount not to exceed the finalized Window Installation Assessment’s cost estimate.
  - The final installation of the window replacements/storm windows will be completed prior to the start of Program construction for windows within 200 feet of the Normandy Apartment’s building footprint. Following completion of window installation, the monitoring and reporting selected in the Window Installation Assessment shall begin.
- iii. SOI-compatible HVAC Equipment Installation Assessment for the Normandy Apartments.
  - Improvements to the HVAC equipment of the Normandy Apartments are required to mitigate for adverse effects to the building’s integrity of setting.
  - WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the HVAC Equipment Installation Assessment.
    - The HVAC Equipment Installation Assessment may include the following:
      - A cost proposal;
      - Identification of proposed methods;
      - HVAC installation locations;

- Specifications for SOI-compatible HVAC equipment and air circulation methods; and
- Confirmation that HVAC equipment installation will meet or surpass air circulation and ventilation standards set by existing operable sash windows.
- A delivery schedule for review and submittal of the HVAC Equipment Installation Assessment will be based upon coordination with WSDOT, ODOT, and the adversely affected HBE Resource owner.
- The HVAC Equipment Installation Assessment will include an approach for monitoring and reporting on the implementation of the HVAC installation.
- In addition to the HBE Treatment Measures required of all adversely affected HBE Resources (as specified in Section C-II.A of this attachment), the HVAC Equipment Installation Assessment will consider the following standards and guidelines:
  - *The Secretary of the Interior's Standards for the Treatment of Historic Properties*; and
  - *Washington State Advisory Council's Standards for The Rehabilitation and Maintenance of Historic Properties*.
- WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft HVAC Equipment Installation Assessment for review by DAHP, the City of Vancouver, the Clark County Historic Preservation Commission, and the adversely affected HBE Resource owner.
  - WSDOT and ODOT, in coordination with FHWA and FTA, will consider comments on the HVAC Equipment Installation Assessment before determining the appropriateness of the proposed changes and delivering the final HVAC Equipment Installation Assessment to FHWA and FTA.
- The final HVAC Equipment Installation Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA in sufficient time that the HVAC installation will be completed prior to Program

construction coming within 200 feet of the Normandy Apartment building footprint.

- HVAC installation for the Normandy Apartments.
  - Upon finalization of the HVAC Equipment Installation Assessment, WSDOT and ODOT will provide the adversely affected HBE Resource owner or ODOT or WSDOT’s contractor with funding to implement the selected proposal from the HVAC Equipment Installation Assessment, in an amount not to exceed the finalized HVAC Equipment Installation Assessment’s cost estimate.
  - The final installation of the HVAC equipment will be completed prior to Program construction coming within 200 feet of the Normandy Apartment building footprint and will include the monitoring and reporting selected in the HVAC Equipment Installation Assessment.

b) Modified Locally Preferred Alternative with I-5 Shifted West.

i. DAHP Level II Documentation for the Normandy Apartments.

- WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for DAHP Level II Documentation.
- In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the DAHP Level II Documentation will comply with the following standards and guidelines:
  - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and
  - *Washington State Standards for Cultural Resource Reporting*.
- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will compile research for DAHP Level II Documentation;
  - WSDOT and ODOT will complete fieldwork for DAHP Level II Documentation according to DAHP standards;

- WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, DAHP, NPS, the Tribes, and the other Consulting Parties; and
  - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final DAHP Level II Documentation to DAHP, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - The draft documentation shall be finalized prior to the alteration of the adversely affected HBE Resource.
- ii. Historic Building Relocation or Historic Materials Reuse and Salvage for the Normandy Apartments.
- Relocation, Reuse, and Salvage Feasibility Assessment for the Normandy Apartments.
    - WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Relocation, Reuse, and Salvage Feasibility Assessment.
    - The Relocation, Reuse, and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding the prudence and feasibility of relocation, reuse, and salvage.
    - A delivery schedule for review and submittal of the Relocation, Reuse, and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
    - Activities considered by the Relocation, Reuse, and Salvage Feasibility Assessment may include the following:
      - Relocating the adversely affected HBE Resource to a new permanent tax lot;
      - Incorporating components of the adversely affected HBE Resource into the Program design and provide opportunities for Consulting Parties to provide input as the design progresses;
      - Making available for purchase and relocation components of the adversely affected HBE Resource to the public; and

- Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.
- WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Relocation, Reuse, and Salvage Feasibility Assessment for review by DAHP, NPS, the Tribes, and the other Consulting Parties.
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Relocation, Reuse, and Salvage Feasibility Assessment to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Relocation, Reuse, and Salvage Feasibility Assessment to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
- The final Relocation, Reuse, and Salvage Feasibility Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA prior to the potential demolition of the adversely affected HBE Resource. The decision to proceed with a Relocation Plan or Reuse and Salvage Plan (C-II.B.6.b.ii) will be made by WSDOT and ODOT in coordination with FHWA and FTA.
- Relocation Plan or Reuse and Salvage Plan for the Normandy Apartments.
  - If WSDOT and ODOT, in coordination with FHWA and FTA, determine that relocation or reuse and salvage is prudent and feasible, based upon the Relocation, Reuse, and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Relocation Plan or Reuse and Salvage Plan. The Relocation Plan or Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Relocation Plan will provide a proposed approach for relocating the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for reuse and salvage implementation of all or parts of the adversely affected HBE Resource.

- Preference will be given first to the public ownership and relocation of the building within public spaces in or adjacent to the APE and second, to public ownership and relocation of the building within public spaces or structures outside the APE. If relocation in these manners is found to be infeasible, or additional public entities demonstrate no interest in relocation, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for relocation by the general public.
- Preference will be given thereafter to the public ownership and reuse of the building’s materials within public spaces or structures in or adjacent to the APE and second, to public ownership and reuse of the building’s materials within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in reuse and salvage, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.
- Implementation of the Relocation Plan or Reuse and Salvage Plan will consider the following:
  - If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
  - If no party that is willing and able to relocate the adversely affected HBE Resource or reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
  - If no party is identified that is willing and able to acquire and relocate the adversely affected HBE Resource within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal has determined salvage is feasible, WSDOT and ODOT will deconstruct the building and will ensure that architectural elements such as doors, windows, moldings, and the like are available for reuse, and will make availability of these elements known through appropriate media.
- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will deliver the draft Relocation Plan or Reuse and Salvage Plan for review by FHWA and FTA, DAHP, NPS, the Tribes, and the other Consulting Parties.

- WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Relocation Plan or Reuse and Salvage Plan to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Relocation or Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
7. Bridge Substation, 100 SE Columbia Street, Vancouver, Washington.
- a) DAHP Level II Documentation for the Bridge Substation.
- i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for DAHP Level II Documentation.
  - ii. In addition to the HBE Treatment Measures required for all HBE Resources (as specified in Section C-II.A of this attachment), the DAHP Level II Documentation will comply with the following standards and guidelines:
    - *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*; and
    - *Washington State Standards for Cultural Resource Reporting*.
  - iii. WSDOT and ODOT will oversee the following scope of work:
    - WSDOT and ODOT will compile research for DAHP Level II Documentation;
    - WSDOT and ODOT will complete fieldwork for DAHP Level II Documentation according to DAHP standards;
    - WSDOT and ODOT will deliver draft documentation for review by FHWA and FTA, DAHP, NPS, the Tribes, and the other Consulting Parties; and
    - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit final DAHP Level II Documentation to DAHP, as well as interested local libraries and archives. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - iv. The draft documentation shall be finalized prior to the demolition or relocation of the adversely affected HBE Resource.

- b) Historic Building Relocation or Historic Materials Reuse and Salvage for the Bridge Substation.
- i. Relocation, Reuse, and Salvage Feasibility Assessment for the Bridge Substation.
- WSDOT and ODOT, in coordination with FHWA and FTA, will hire a contractor to prepare the Relocation, Reuse, and Salvage Feasibility Assessment.
  - The Relocation, Reuse, and Salvage Feasibility Assessment will include a cost proposal and recommendations regarding prudence and feasibility of relocation, reuse, and salvage.
  - A delivery schedule for review and submittal of the Relocation, Reuse, and Salvage Feasibility Assessment will be developed in coordination with the Consulting Parties.
  - Activities considered by the Relocation, Reuse, and Salvage Feasibility Assessment may include the following:
    - Relocating the historic building to a new permanent tax lot;
    - Incorporating components of the adversely affected HBE Resource into the Program design and provide opportunities for Consulting Parties to provide input as the design progresses;
    - Making available for purchase and relocation components of the adversely affected HBE Resource to the public; and
    - Consulting with Consulting Parties to make the availability of this adversely affected HBE Resource known through appropriate media and keeping the Consulting Parties apprised of expressions of interest by the public.
  - WSDOT and ODOT will oversee implementation of the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Relocation, Reuse, and Salvage Feasibility Assessment for review by DAHP, NPS, the Tribes, and the other Consulting Parties.

- WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Relocation, Reuse, and Salvage Feasibility Assessment to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Relocation, Reuse, and Salvage Feasibility Assessment to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.
  - The final Relocation, Reuse, and Salvage Feasibility Assessment will be completed by WSDOT and ODOT in coordination with FHWA and FTA prior to the potential demolition of the adversely affected HBE Resource. The decision to proceed with a Relocation Plan or Reuse and Salvage Plan (C-II.B.7.c.ii) will be made by WSDOT and ODOT in coordination with FHWA and FTA.
- ii. Relocation Plan or Reuse and Salvage Plan for the Bridge Substation.
- If WSDOT and ODOT, in coordination with FHWA and FTA, determine that relocation or reuse and salvage is prudent and feasible, based upon the Relocation, Reuse, and Salvage Feasibility Assessment, WSDOT and ODOT will direct the preparation of a Relocation Plan or Reuse and Salvage Plan. The Relocation Plan or Reuse and Salvage Plan will be prepared and implemented prior to the demolition of the adversely affected HBE Resource.
  - The Relocation Plan will provide a proposed approach for relocating the adversely affected HBE Resource.
  - The Reuse and Salvage Plan will provide a proposed approach for reuse and salvage implementation of all or parts of the adversely affected HBE Resource.
  - Preference will be given first to the public ownership and relocation of the building within public spaces or structures in or adjacent to the APE and second, to public ownership and relocation of the building within public spaces or structures outside the APE. If relocation in these manners is found to be infeasible, or additional public entities demonstrate no interest in relocation, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for relocation by the general public.
  - Preference will be given thereafter to the public ownership and reuse of the building's materials within public spaces or structures in or adjacent to the APE and second, to public ownership and reuse of the building's materials

within public spaces or structures outside the APE. If reuse in these manners is found to be infeasible, or additional public entities demonstrate no interest in reuse and salvage, WSDOT and ODOT, in coordination with FHWA and FTA, will also explore the opportunity for reuse by the general public.

- Implementation of the Relocation Plan or Reuse and Salvage Plan will consider the following:
  - If the adversely affected HBE Resource is salvaged, WSDOT and ODOT will plan for and dispose of resultant hazardous materials.
  - If no party that is willing and able to relocate the adversely affected HBE Resource or reuse and salvage components and materials of the adversely affected HBE Resource is identified within 6 months of WSDOT and ODOT’s initial advertising availability, WSDOT and ODOT will notify the Consulting Parties.
  - If no party is identified that is willing and able to acquire and relocate the adversely affected HBE Resource within 6 months of WSDOT and ODOT’s initial advertising of availability, and the assessment and cost proposal has determined salvage is feasible, WSDOT and ODOT will deconstruct the building and will ensure that architectural elements such as doors, windows, moldings, and the like are available for reuse, and will make availability of these elements known through appropriate media.
- WSDOT and ODOT will oversee the implementation of the following scope of work:
  - WSDOT and ODOT will deliver the draft Relocation Plan or Reuse and Salvage Plan for review by FHWA and FTA, DAHP, NPS, the Tribes, and the other Consulting Parties.
  - WSDOT and ODOT will revise documentation in consideration of comments received and deliver the final Relocation Plan or Reuse and Salvage Plan to FHWA and FTA.
  - WSDOT and ODOT will distribute the final Relocation Plan or Reuse and Salvage Plan to DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties.

8. VNHR including the Vancouver National Historic Reserve Historic District, Officers’ Row Historic District, 601–1607 East Evergreen Boulevard, Vancouver Barracks Historic District, Fort Vancouver National Historic Site, and the Pearson Field Historic District, 610–1105 East 5th Street, Vancouver, Washington.
  - a) Amendment to the 2007 National Register of Historic Places nomination for the VNHR Historic District (“NRHP Amendment”).
    - i. WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for the NRHP Amendment.
    - ii. Implementation of this HBE Treatment Measure will comply with the following standards and guidelines:
      - Additional guidance addendum to the National Register Bulletin *How to Complete the National Register Registration Form*;
      - *Amending National Register Documentation*;
      - *National Register Bulletin: How to Complete the National Register Registration Form*;
      - *National Register of Historic Places and National Historic Landmarks Program, Consolidated and Updated Photograph Policy*; and
      - *Washington State Standards for Cultural Resource Reporting*.
    - iii. WSDOT and ODOT will oversee the following scope of work:
      - NRHP Amendment.
        - WSDOT and ODOT will conduct research for the NRHP Amendment;
        - WSDOT and ODOT will complete fieldwork (inventory) for the NRHP Amendment according to DAHP standards;
        - WSDOT and ODOT will deliver the draft NRHP Amendment for review by FHWA and FTA, DAHP, NPS, and the other Consulting Parties; and
        - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, submit the final NRHP Amendment to DAHP and NPS. When this submittal is

complete, WSDOT and ODOT will notify and distribute the final document to Oregon SHPO, the Tribes and the other Consulting Parties.

- Washington Information System for Architectural and Archaeological Records Data (WISAARD) Documentation.
  - WSDOT and ODOT will deliver draft WISAARD entries for contributing and non-contributing resources within VNHR for review by FHWA and FTA, DAHP, NPS, and the other Consulting Parties; and
  - WSDOT and ODOT will revise documentation in consideration of comments received and submit final WISAARD entries to DAHP and NPS. When this submittal is complete, WSDOT and ODOT will notify and distribute the final document to Oregon SHPO, the Tribes, and the other Consulting Parties.

iv. WSDOT will submit the final NRHP Amendment to NPS within 5 years of execution of this Agreement. NPS will retain responsibility for formally submitting the final NRHP Amendment to the Keeper of the National Register. This schedule is preliminary and may be updated based upon overall Program delivery scheduling in accordance with Stipulation VII.A of this Agreement.

b) Fort Vancouver Landscape Rehabilitation.

i. Landscape Rehabilitation Plan.

- In coordination with WSDOT and ODOT, NPS will consult with the Tribes, the City of Vancouver, and other relevant Consulting Parties to develop an initial proposal for WSDOT staff, ODOT staff, consultants selected by NPS, or a combination, to prepare a Fort Vancouver Landscape Rehabilitation Plan covering the Fort Vancouver Allée and the prairie area south of Fort Vancouver along the north side of State Route 14.
- Upon WSDOT and ODOT approval of the proposal, WSDOT and ODOT, in coordination with FHWA and FTA, will provide funding based on the NPS proposal for the preparation of the Landscape Rehabilitation Plan.
- The Landscape Rehabilitation Plan will cover, at maximum, the landscape rehabilitation area as depicted in Figure C-1.



**Figure C-1. Overview showing the maximum extent to which the Fort Vancouver landscape rehabilitation will occur based upon the NPS proposal.**

- The Landscape Rehabilitation Plan may include the following:
  - A planting plan informed by historical documentation.
  - Coordination with WSDOT and ODOT on the installation of trees and other plantings in the WSDOT right of way within the historic footprint of the Fort Vancouver Allée to ensure compatibility with the proposed rehabilitation.
- The Landscape Rehabilitation Plan will include an approach for regular reporting requirements on the implementation of the Landscape Rehabilitation Plan.
- The Landscape Rehabilitation Plan will incorporate archaeological compliance work, where necessary, to ensure fulfillment of all applicable federal, state, and local laws.
- WSDOT and ODOT will oversee implementation of the following scope of work:
  - WSDOT and ODOT will consult with NPS, the Tribes, and the City of Vancouver to develop an initial proposal for WSDOT staff, ODOT staff, consultants selected by NPS, or a combination, to prepare a Fort Vancouver Landscape Rehabilitation Plan;
  - WSDOT and ODOT will provide FHWA, FTA, NPS, DAHP, the Tribes, and the other Consulting Parties opportunities to review and comment on the draft Fort Vancouver Landscape Rehabilitation Plan; and
  - WSDOT and ODOT will consider comments and will provide notice to FHWA, FTA, and NPS of the completion of the Fort Vancouver Landscape Rehabilitation Plan.
- Funding to implement the Landscape Rehabilitation Plan will be provided to NPS within 5 years of execution of this Agreement.
  - A delivery schedule for review and submittal of the Fort Vancouver Landscape Rehabilitation Plan will be based upon coordination between WSDOT, ODOT, and NPS.

- ii. Landscape Rehabilitation Implementation.
  - Upon finalization of the Landscape Rehabilitation Plan, WSDOT and ODOT will provide NPS and/or a ODOT or WSDOT’s contractor(s) with funding to implement the selected proposal in an amount not to exceed the finalized Landscape Rehabilitation Plan’s cost estimate.
  - NPS will complete the implementation of the Landscape Rehabilitation Project within 5 years of IBR Program construction completion within the vicinity of the Fort Vancouver Allée. This schedule is preliminary and may be updated based upon overall Program delivery scheduling in accordance with Stipulation VII.A of this Agreement.
  - A delivery schedule for the implementation of the Landscape Rehabilitation Plan will be based upon coordination between WSDOT, ODOT, and NPS.

c) Noise Screening and Walls.

- i. WSDOT and ODOT will consult with NPS, DAHP, the City of Vancouver, the Tribes, and other Consulting Parties to review designs for proposed noise screening or walls, as identified in Chapter 3.11 of the Final Supplemental Environmental Impact Statement. Only screening and walls adjacent to the VNHR will be consulted upon. Consultation on designs may include vegetative screening and/or elements of the wall’s design, including its materials or surface patterns.
  - If locations for noise screening and walls are identified by Program designers, WSDOT and ODOT, in coordination with FHWA and FTA, will provide opportunities for consultation on 30%, 60%, and 90% design during quarterly Consulting Party meetings in accordance with Stipulation XII.A of this Agreement.

**C. Program-Level Treatment Measures**

Program-level treatments contribute to resolution of adverse effects to more than one adversely affected HBE Resource at a Program scale. The objective of some of the Program-level HBE Treatment Measures is to enhance opportunities for future preservation actions related to adversely affected HBE Resources within and adjacent to the Program’s APE.

1. Interpretation Program.

- a) WSDOT and ODOT will first prepare an Interpretation Program Plan for the IBR Program (C-II.C.1.c). The plan will detail the production of interpretive panels (C-II.C.1.d), art installations (C-II.c.1.e), online StoryMap (C-II.C.1.f),

HistoryLink and Oregon Encyclopedia articles (C-II.C.1.g), and tour materials (C-II.C.1.h) that have nexus with the IBR Program. The geographic extent of the Interpretation Program will be determined by FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties. The content of this program 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).

- b) All themes of the Interpretation Program must have a nexus to the geographic vicinity of the IBR Program. While only a limited number of interpretive themes may be reasonably included within the Interpretation Program, themes that may be addressed by the Interpretation Program might include the following:
- i. Geologic origins;
  - ii. A history of the Columbia River crossings within the vicinity of the APE;
  - iii. Native American lifeways;
  - iv. Hudson’s Bay Co. and the Pacific fur trade;
  - v. Manifest Destiny and settler colonialism;
  - vi. The Interstate Bridge and its influence on regional development;
  - vii. U.S. military history in the area including conflicts with Native Americans and World War I;
  - viii. Japanese-American incarceration during World War II;
  - ix. History of Black emigration and racial segregation;
  - x. Issues of regional competition, coordination, and cooperation;
  - xi. Multimodal transportation throughout the vicinity;
  - xii. Tolling on the Interstate Bridge;
  - xiii. History of Hayden Island;
  - xiv. The Northwest Regional style on Hayden Island;
  - xv. A history of affected communities within the APE; and
  - xvi. Additional themes may be identified through further consultation with Consulting Parties during the development of the Interpretation Program.

- c) Interpretation Program Plan.
- i. WSDOT and ODOT, in coordination with FHWA and FTA, will prepare an Interpretation Program Plan, which will document decisions regarding detailed interpretation products identified in C-II.C.1.c–k. Preparation of the Interpretation Program Plan will include a minimum of three consultation meetings (in addition to quarterly meetings held pursuant to Stipulation XII.B of this Agreement) to receive input from Consulting Parties on the detailed scopes of work for each interpretive product within the Interpretation Program Plan, including interpretive panels, art installations, online StoryMaps, online encyclopedia articles, tour materials, and oral histories. As such, the Interpretation Program Plan will also document the consultation process and input received from DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties to inform scope of work decisions by WSDOT and ODOT, in coordination with FHWA and FTA. The Interpretation Program Plan will also include a schedule for implementing plan elements during the Program’s construction. The schedule will be coordinated with construction activities and packages.
  - ii. To prepare the Interpretation Program Plan, WSDOT and ODOT will conduct the following scope of work:
    - WSDOT and ODOT, in coordination with FHWA and FTA, will conduct a minimum of three Interpretation Program Plan consultation meetings with DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties.
    - WSDOT and ODOT, in coordination with FHWA and FTA, will deliver a draft Interpretation Program Plan for review by DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties.
    - WSDOT and ODOT will revise documentation in consideration of comments received and, in coordination with FHWA and FTA, distribute the final Interpretation Program Plan to DAHP, Oregon SHPO, NPS, the Tribes, and other Consulting Parties.
- d) Interpretive panels. After completion of the Interpretation Program Plan, WSDOT and ODOT will hire a consultant to design, fabricate, and install up to 20 interpretive panels. The Interpretation Program Plan will identify the size of interpretive panels, themes that will be addressed in the panels, specific locations where the panels will be placed, maintenance responsibilities for the panels, and the process whereby Consulting Parties will be provided opportunity to have input on the panel content, location, and design.

- e) Art installation. After completion of the Interpretation Program Plan, WSDOT and ODOT will seek historically or culturally related concepts highlighting connections to the Columbia River and commission two interpretive art installations (one for Washington and one for Oregon) through a request for proposal process, in coordination with fulfillment of the Interstate Bridge reuse and salvage measures (C-II.B.1.c, C-II.B.2.c), if determined feasible by WSDOT and ODOT, in coordination with FHWA and FTA, and in accordance with federal policies on funding for art. The Interpretation Program Plan will identify the specific location where the art installation will be placed and will outline the process whereby Consulting Parties will be provided opportunity to have input on the design of the art installation.
- f) Online StoryMap. After completion of the Interpretation Program Plan, WSDOT and ODOT will create one online StoryMap. In preparation for creating the StoryMap, WSDOT and ODOT will identify the specific scope and themes for the StoryMap, as well as the process whereby Consulting Parties will be provided the opportunity to have input on the StoryMap content and design. WSDOT and ODOT will ensure that the StoryMap will be made available to the public online via a website (C-II.C.1.j) or by an alternative host identified through consultation and documented in the Interpretation Program Plan.
- g) HistoryLink and Oregon Encyclopedia article updates. After completion of the Interpretation Program Plan, WSDOT and ODOT will coordinate with HistoryLink and Oregon Encyclopedia to either prepare updates or develop contracts to prepare updates to existing HistoryLink and Oregon Encyclopedia articles about the Interstate Bridge to reflect the impacts of the IBR Program. WSDOT and ODOT will also update and/or newly prepare up to four articles per repository. The Interpretation Program Plan will identify the pages to be updated and/or themes to be addressed, as well as the process whereby Consulting Parties will have the opportunity to provide input on article content.
- h) Tour materials. WSDOT and ODOT will prepare written materials for three self-guided tour routes (one for pedestrian and bicycle, one for automotive, and one for transit use) and make these available online for individuals or groups. These tour materials will highlight significant themes and events that occurred throughout the APE and may include reference to other interpretive elements including interpretive panels, art installations, online StoryMaps, and other Program-associated public interpretation elements included in the Interpretation Program Plan.
- i) Oral histories. WSDOT and ODOT will record up to 10 oral histories to provide a record of lived experiences within the vicinity of the APE. A process for selecting

qualified interviewees will be detailed within the Interpretation Program Plan. After the creation of the Interpretation Program Plan, WSDOT and ODOT will solicit the names of potential interviewees from Consulting Parties and other community connections. From these names, WSDOT and ODOT will record up to 10 interviews. The Interpretation Program Plan will identify the theme or themes to be addressed in the interviews, how these records may be embedded within Interpretation Program Plan deliverables, and where the recordings will be stored in a manner that is accessible to the general public.

- j) Centralized website. WSDOT and ODOT will host a centralized website or subset of an existing website to make all appropriate digital materials produced by the Interpretation Program publicly accessible for the duration of the IBR Program and for an additional 5 years beyond the Program’s conclusion. This may also include historic studies (C-II.C.2). Where possible, website materials will be also offered to Consulting Parties, as well as interested local libraries and archives, for incorporation into their collections and websites to promote these materials’ dissemination and longevity.
  - k) Book update. WSDOT and ODOT will prepare an online pamphlet focusing on the replacement of the Interstate Bridge including both the northbound and southbound spans. The design and layout of the pamphlet shall be compatible with the format of *The Big & Awesome Bridges of Portland & Vancouver* book. The pamphlet will be made available to the public online via a website that will be hosted by WSDOT and ODOT throughout the Program construction period (C-II.C.1.j)
2. Historic Studies. The purpose of this HBE Treatment Measure is to provide permanent documentation on no more than three themes pertinent to the APE. The intended outcome of this HBE Treatment Measure is a series of accessible high-quality documents that discuss the history and significance of different historic subjects within the APE for public and professional use, and to support the materials produced through the Interpretation Program (C-II.C.1).
- a) The themes for historic studies may include the following:
    - i. A history of the Interstate Bridge and its influence on regional development;
    - ii. A history of the Columbia River crossings within the vicinity of the APE;
    - iii. A history of affected communities within the APE; and
    - iv. A history of Hayden Island.

- b) WSDOT and ODOT, in coordination with FHWA and FTA, will select WSDOT and/or ODOT agency staff, a consultant, or a combination of both to perform the scope of work listed for the historic studies.
  - c) WSDOT and ODOT will oversee the following scope of work:
    - i. WSDOT and ODOT will consult with Consulting Parties to finalize a list of themes to study;
    - ii. WSDOT and ODOT will compile research for the studies;
    - iii. WSDOT and ODOT will complete fieldwork and archival research for studies (if necessary);
    - iv. WSDOT and ODOT will deliver draft studies for review by FHWA, FTA, DAHP, Oregon SHPO, NPS, the Tribes, and the other Consulting Parties; and
    - v. WSDOT and ODOT will submit final studies to Oregon SHPO and DAHP, as well as interested local libraries and archives.
  - d) The series of historic studies will be completed during the course of the Program’s construction and coordinated with the Interpretation Program and centralized website. WSDOT and ODOT will determine the schedule for developing these historic studies within 1 year of the execution of this Agreement.
3. Design Input Process.
- a) WSDOT and ODOT, in coordination with FHWA and FTA, will provide opportunity for Consulting Parties to provide input on design development and programming of the Community Connector at Evergreen, which is proposed as part of the Modified Locally Preferred Alternative. This consultation will take place at 30%, 60%, and 90% design and will occur during quarterly Consulting Party meetings in accordance with Stipulation XII.B of this Agreement. WSDOT and ODOT will consider design input from Consulting Parties to the maximum extent practicable. WSDOT and ODOT, in coordination with FHWA and FTA, retain design change authority.
  - b) WSDOT and ODOT, in coordination with FHWA and FTA, will provide the opportunity for Consulting Parties to provide input on design development and programming of the open space and pedestrian and bicycle circulation routes between the VNHR, the City of Vancouver’s downtown vicinity, the Columbia River waterfront, and within the bounds of ODOT right of way on Hayden Island. This consultation will take place at 30%, 60%, and 90% design and will occur during quarterly consulting party meetings in accordance with Stipulation XII.B of this Agreement. WSDOT and ODOT will consider design input from Consulting

Parties to the maximum extent practicable. WSDOT and ODOT, in coordination with FHWA and FTA, retain design change authority.

- c) WSDOT and ODOT, in coordination with FHWA and FTA, will provide opportunity for Consulting Parties to provide input on design development of the proposed Columbia River bridges. This consultation will take place at 30%, 60%, and 90% design and will occur during quarterly consulting party meetings in accordance with Stipulation XII.B of this Agreement. WSDOT and ODOT will consider design input from Consulting Parties to the maximum extent practicable. WSDOT and ODOT, in coordination with FHWA and FTA, retain design change authority.
4. Vibration Monitoring. WSDOT and ODOT will conduct vibration monitoring for HBE Resources constructed with unreinforced masonry structural components within the vicinity of the construction footprint for the duration of Program preconstruction and construction activities.
    - a) In preparation for monitoring, WSDOT and ODOT will conduct an assessment, in consultation with HBE Resource owners or their designees, of the current condition of the interior and exterior of HBE Resources prior to construction activities.
      - i. The assessment will be conducted by a professional with experience in the Secretary of the Interior’s Standards for Historic Properties.
      - ii. HBE Resources to be assessed will include but are not limited to:
        - House of Providence (Providence Academy), 400 East Evergreen Boulevard;
        - House of Providence Kindergarten Building, 400 East Evergreen Boulevard;
        - NCO Family Quarters (Building 635);
        - NCO Family Quarters (Building 644);
        - NCO Family Quarters (Building 664); and
        - Post Hospital (Building 614), 610 East 5th Street.
      - iii. After construction, a post-review assessment will be conducted to identify any effects to the exterior or interior that resulted from construction activities. Effects will be resolved using the process outlined below (C-II.C.4.c-f).

- b) Monitoring and the treatment of vibration exceedances will be in accordance with vibration monitoring and mitigation procedures documented in Section 3.11.6 of the Section 3.11, Noise and Vibration, of the IBR Program’s Final Supplemental Environmental Impact Statement that notes the following:
  - i. WSDOT and ODOT will require vibration monitoring to be performed by a competitively selected contractor at structures located in the vicinity of all construction areas. The vibration monitoring will be continuous and will require the installation of portable monitoring stations that can be relocated as the construction progresses. The monitors will be capable of measuring peak particle velocity levels unattended and send data by wireless modem to Consulting Parties including the IBR Program Engineer or designee to ensure that the monitored levels do not exceed the thresholds established for each monitoring location as identified by WSDOT and ODOT. The contractor shall identify specific vibration monitoring locations to be used in each of the different construction areas subject to WSDOT and ODOT approval. In general, the vibration monitoring locations are at the property nearest to construction and, when the nearest property is not historic, a second vibration monitoring location will be required at the nearest HBE Resource. WSDOT and ODOT will develop a Noise and Vibration Monitoring Plan to document the details of these requirements and associated protocols, including threshold limits specifically for HBE Resources. This plan may be prepared by WSDOT and ODOT staff or by the contractor and be subject to WSDOT and ODOT approval.
  - ii. WSDOT and ODOT will provide updates on vibration monitoring within the written performance reports completed quarterly in accordance with Stipulation XII.A of this Agreement.
  - iii. Monitoring shall continue through the duration of Program demolition, preconstruction, and construction activities.
- c) If structural or architectural damage (such as cracked plaster, stucco, or tile) to HBE Resources occurs as a result of Program construction, WSDOT and ODOT, in coordination with FHWA and FTA, will notify DAHP or Oregon SHPO, as applicable, the other Consulting Parties, and the HBE Resource owner, as appropriate, of the adverse effect on HBE Resources, and then prepare a Treatment Plan to identify and determine necessary repairs, consistent with SOI Standards for the Treatment of Historic Resources.
- d) WSDOT and ODOT, in coordination with FHWA and FTA, will deliver the draft Treatment Plan for review by DAHP or Oregon SHPO, as applicable, NPS, the Tribes, Consulting Parties, and the HBE Resource owner, as appropriate.

- e) WSDOT and ODOT will deliver the final Treatment Plan to FHWA and FTA after considering comments from DAHP or Oregon SHPO, as applicable, NPS, the Tribes, Consulting Parties, and the HBE Resource owner, as appropriate.
- f) No work on the HBE Resource damaged as a result of Program construction will be undertaken without full written authorization from the HBE Resource owner.

**C-III. IDENTIFICATION, EVALUATION, ASSESSMENT OF EFFECTS, AND RESOLUTION OF ADVERSE EFFECTS AS A RESULT OF PROGRAM CHANGES TO AND POST-REVIEW DISCOVERIES OF ADDITIONAL POTENTIAL HBE RESOURCES**

**A. Changes to the APE as a result of Program Changes.**

1. If Program Changes, as described and defined in Stipulation VII.A of this Agreement, result in changes to the APE, FHWA and FTA, in coordination with WSDOT and ODOT, and in consultation with DAHP or Oregon SHPO, as applicable, NPS, the Tribes, and other Consulting Parties, will proceed with the investigation of new buildings, structures, sites, districts, and objects associated with the historic built environment by conducting a Baseline Survey Addendum Report as defined by the term “baseline report” in the ODOT *Historic Resources Procedural Manual* and using the methodology laid out in the *Historic Built Environment Technical Report* for the original Baseline Survey (ODOT 2016; IBR 2026a).
2. If new buildings, structures, sites, districts, and objects associated with the historic built environment are identified as a result of Program Changes, WSDOT and ODOT, in coordination with FHWA and FTA, will prepare Determinations of Eligibility (DOE) on IBR Section 106 Documentation Forms using the methodology laid out in the *Historic Built Environment Technical Report* (IBR 2026a) for those new buildings, structures, sites, districts, and objects associated with the historic built environment recommended as NRHP-eligible in the Baseline Survey Addendum Report, as well as buildings, structures, sites, districts, and objects associated with the historic built environment that are recommended as not eligible for listing in the NRHP but will be demolished by Program activities. FHWA and FTA will determine the NRHP-eligibility of new buildings, structures, sites, districts, and objects associated with the historic built environment in accordance with Stipulation IV.B.2 of this Agreement.
3. The assessment of adverse effects to new HBE Resources will be undertaken using an IBR Finding of Effect (FOE) form following the methodology laid out in the *Historic Built Environment Technical Report* (IBR 2026a).
4. Application of the criteria of adverse effects to new HBE Resources, including DAHP and Oregon SHPO concurrence, as applicable, will be completed in accordance with Stipulation IV.B.3 of this Agreement.

**B. If buildings, structures, sites, districts, or objects associated with the historic built environment are discovered within the IBR Program APE during preconstruction and construction activities, the Cultural Resources Program Manager (Attachment D-VIII.A), or their designee, will follow the procedures below:**

1. If a building, structure, site, district, or object associated with the historic built environment is discovered, all work in the location of the discovery will stop. A 100-foot buffer zone will be created to delineate the area of work stoppage. The Cultural Resources Program Manager, or their designee, will evaluate whether the discovery is NRHP-Eligible within 24 hours of the discovery report. Concurrently, in coordination with FHWA, FTA, WSDOT, and ODOT, the Cultural Resources Program Manager, or their designee, will collect all information required to record the building, structure, site, district or object associated with the historic built environment on a DOE form using the methodology laid out in the *Historic Built Environment Technical Report* (IBR 2026a).
2. If the Cultural Resources Program Manager, or their designee, recommends that the building, structure, site, district, or object associated with the historic built environment discovery is not NRHP-eligible:
  - a) Construction may continue when authorized in writing by the Cultural Resources Program Manager or their designee.
  - b) FHWA and FTA will notify DAHP and/or Oregon SHPO, the Tribes, and other Consulting Parties of the recommendation and provide the determination of not eligible. Notification of the eligibility determination will be made within 1 business day of discovery. DAHP and/or Oregon SHPO will have 1 business day after notification to provide their concurrence of the determination of not eligible. If any Signatory objects, FHWA and FTA will consult with the disputing party to resolve the objection as noted in Stipulation XIII (Dispute Resolution) of the PA.
3. If the Cultural Resources Program Manager, or their designee, recommends that the discovery is an HBE Resource:
  - a) The Cultural Resources Program Manager will notify FHWA, FTA, DAHP, and/or Oregon SHPO of the HBE Resource discovery. The Tribal Liaison will notify the Tribes. Notifications will be made within 24 hours.
  - b) FHWA and FTA will notify DAHP and/or Oregon SHPO, the Tribes, and other Consulting Parties of the discovery, and provide the DOE form.
  - c) Construction may continue when authorized in writing by the Cultural Resources Program Manager.
4. If a building, structure, site, district, or object associated with the historic built

environment is determined to be eligible, the Cultural Resources Program Manager will coordinate with WSDOT and ODOT to determine whether the Program will have an adverse effect on the HBE Resource. Written notification of the effects evaluation will be provided within 1 business day and be accompanied by verbal notification to confirm receipt.

5. If adverse effects can be avoided, WSDOT and/or ODOT, in coordination with FHWA and FTA, will provide documentation of avoidance and a determination of No Effect or No Adverse Effect on an FOE form to DAHP and/or Oregon SHPO, Tribes, and other Consulting Parties. If the Consulting Parties do not object within 24 hours of receiving documentation of avoidance, construction may continue when authorized in writing by the Cultural Resources Program Manager. If any Signatory objects, FHWA and FTA will consult with the disputing party to resolve the objection as provided in Stipulation XIII (Dispute Resolution) of the PA. Following consultation, FHWA and FTA will decide whether the objection merits additional actions or revisions to the FOE form. If, however, adverse effects cannot be avoided, the Cultural Resources Program Manager will coordinate with FHWA and FTA, and consult with DAHP and/or Oregon SHPO, the Tribes, and other Consulting Parties to develop a new HBE Treatment Measure to resolve the adverse effect. The selected HBE Treatment Measure will be included in this Attachment C to the Programmatic Agreement, following the process in Section C-III.A. Construction may continue at the discovery location when authorized in writing by the Cultural Resources Program Manager, and only after the selected HBE Treatment Measure is implemented. WSDOT and ODOT will include a discussion of the discovery and any HBE Treatment Measure in the quarterly reporting required under Stipulation XII of this Agreement.

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**INTERSTATE BRIDGE REPLACEMENT PROGRAM  
PROGRAMMATIC AGREEMENT**

**Attachment E: Screened Program Actions Having Minimal Potential to  
Cause Effects to Historic Properties**

Screened Program actions listed in E-II below are those actions whose effects to historic properties are foreseeable and will have minimal effect on historic properties, if these actions meet the terms and conditions listed in E-I below. A qualified person as defined by Stipulation III.A of this Agreement may determine that an action listed in E-II below and meeting all of the terms and conditions in E-I below is excluded from further review or consultation under this Agreement. If an action meets all of the terms and conditions in this attachment, the Program shall document the finding that the action is excluded from further review and shall include information on the action in the quarterly Agreement performance report as specified in Stipulation XII of this Agreement.

If, at any time during the Program preconstruction and construction activities, new information becomes available or there is a change in Program scope that would make this screening procedure inapplicable, or if there is a discovery of archaeological, historic or cultural resources, or human remains, the Program, in coordination with FHWA and FTA, shall carry out the procedures in Stipulation VII regarding Program Changes.

**E-I. CONDITIONS FOR EXCLUSION OF A PROGRAM ACTION FROM FURTHER  
REVIEW OR CONSULTATION**

An action listed in E-II below may be excluded from further review or consultation if it satisfies all of the following conditions:

- A. No action can be located within or involve a property listed in or eligible for listing in the National Register of Historic Places.
- B. All actions must be restricted within the horizontal and vertical extent of previously disturbed soils. Previously disturbed soils are defined as locations of documented mechanical activity that moved, compacted, altered, displaced, or penetrated the ground surface of undisturbed soils. Mechanical activities include, but are not limited to, excavating, digging, trenching, drilling, augering, backfilling, clearing, and grading.
- C. All in-kind repair and replacement actions listed in E-II below must match the material being repaired or replaced in terms of location, height, design, color, texture, other visual properties, and, where possible, materials, and they must be the same or comparable in size, appearance, and function.
- D. No action can impact or alter existing historic streetscape materials or features (such as brick walkways, stone curbs, markers, mounting blocks, etc.).

## **E-II. SCREENED PROGRAM ACTIONS**

- A. Roadway surface replacement, overlays, shoulder treatments, rumble strips, pavement repair, seal coating, pavement grinding, and pavement marking.
- B. Replacement or repair of maintenance equipment, safety appurtenances, and traffic control devices including but not limited to guardrails, barriers, glare screens, snow and ice detectors, energy attenuators, cameras, lighting, signs, signals, informational signage/kiosks, and Intelligent Transportation Systems and components.
- C. In-kind emergency repairs conducted by WSDOT or ODOT to maintain the structural integrity of a bridge, structure, or roadway. In-kind repairs to address emergency situations can occur regardless of funding category and regardless of declarations by federal, state, or local agencies.
- D. Hazardous waste removal and disposal that require immediate removal.
- E. Stripping and painting of bridges.
- F. In-kind repair or replacement of bridge deck and highway joints, expansion joints, and failed grout.
- G. Bridge deck paver-replacement and overlays and bridge deck striping.
- H. In-kind repair or replacement of curb and gutter, sidewalks and catch basins, and other bridge components.
- I. Placement of riprap or other erosion control method to prevent erosion.
- J. Installation, repaving, regrading, maintenance, repair, or rehabilitation of bicycle and pedestrian lanes, ramps, paths, trails, and related facilities.
- K. Construction staging areas or other locations proposed for temporary use during construction.
- L. Data collection and noninvasive environmental sampling and monitoring required to support the planning and design of the Program.
- M. Early acquisition/purchase of real estate on nonfederal lands where no physical changes to the property are part of the planned acquisition/purchase.
- N. Installation of new street and transit shelter/station furniture and landscaping; upgrading existing pedestrian and bike signals; and installation of and improvements to sidewalk features to meet Americans with Disabilities Act (ADA) requirements.
- O. Repair or maintenance activities at bus stop or transit station sites involving existing shelters, signs, pads, sidewalks, lights, fare collection and other passenger amenities, including ADA improvements.
- P. Replacement at bus stop sites of existing shelters, signs, pads, sidewalks, lights, fare collection and other passenger amenities, provided the replacements are in kind.

- Q. Improvements inside an existing bus shelter or station that have no visual impact or minimal visual impact to those outside the shelter (e.g., adding light or transit information signage in an existing shelter).
- R. Placing a bus stop and bus stop/information sign, but not a shelter, at a new location.
- S. Acquisition, installation, rehabilitation, replacement, and maintenance of equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as equipment to be located within existing facilities and with no off-site impacts.
- T. Maintenance and rehabilitation of stand-alone recreation, pedestrian, or bicycle facilities such as pedestrian bridges and transit plaza amenities.
- U. Implementation of temporary elements during construction to accommodate alternate traffic and pedestrian movements including, but not limited to, temporary roadways, structures and pedestrian facilities, vehicle and pedestrian detours and related signage, drainage, and signals.