

Attachment N.5G
Draft Section 106 Programmatic Agreement

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1 **PROGRAMMATIC AGREEMENT AMONG THE FEDERAL TRANSIT ADMINISTRATION,**
2 **THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC**
3 **PRESERVATION, AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**
4 **IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR**
5 **THE WEST SEATTLE LINK EXTENSION PROJECT**
6 **SEATTLE, KING COUNTY, WASHINGTON**

7 **WHEREAS**, the Central Puget Sound Regional Transit Authority (Sound Transit) proposes to
8 construct approximately 4.1 miles of light rail between the neighborhoods commonly known as
9 SODO and West Seattle, divided into four (4) segments: SODO, Duwamish, Delridge, and West
10 Seattle Junction, known as the West Seattle Link Extension (the Project), pursuant to the Sound
11 Transit 3 plan of regional transit system investments, funding for which was approved by voters
12 in the region in 2016;

13 **WHEREAS**, subject to the commitment of local funding, the Project will utilize funds
14 administered by the Federal Transit Administration (FTA) authorized by 49 U.S.C. Chapter 53;

15 **WHEREAS**, FTA has determined that the Project is an undertaking subject to the requirements
16 of 36 CFR Part 800, the regulations implementing Section 106 of the National Historic
17 Preservation Act (NHPA), 54 U.S.C. §306108, as amended (August 5, 2004);

18 **WHEREAS**, the United States Army Corps of Engineers (USACE) is a Cooperating Agency
19 pursuant to 40 CFR 1501.6 and 40 CFR 1508.5 and may issue permits authorizing the
20 discharge of dredged or fill material in conjunctions with the Project construction pursuant to 33
21 USC § 11 and Section 404 of the Clean Water Act (Section 404), 33 USC § 1251-1376, as
22 amended, as well as permits pursuant to 33 USC 408 and 33 USC § 403 of the Rivers and
23 Harbors Act (Section 10);

24 **WHEREAS**, the United States Coast Guard (USCG), is a Cooperating Agency pursuant to 40
25 CFR 1501.6 and 40 CFR 1508.5 and may issue permits authorizing bridge construction over the
26 Duwamish waterway pursuant to 33 USC 401 of the Rivers and Harbors Act (Section 9) in
27 conjunction with Project construction;

28 **WHEREAS**, the United States Postal Service (USPS) and the Port of Seattle are Cooperating
29 Agencies pursuant to 40 CFR 1501.6 and 40 CFR 1508.5, as property owners potentially
30 affected by Project construction;

31 **WHEREAS**, in accordance with 36 CFR § 800.14(b) and § 800.6, on June 28, 2024 FTA has
32 notified the Advisory Council on Historic Preservation (ACHP) of its intent to use a
33 Programmatic Agreement (Agreement) to partially fulfill its Section 106 obligations for the
34 Project and has invited ACHP to participate in the development of this Agreement, and on July
35 15, 2024 the ACHP has chosen not to participate in the consultation pursuant to 36 CFR §
36 800.6(a)(1)(iii);

37 **WHEREAS**, FTA has initiated consultation in accordance with 36 CFR § 800.3(c) with the
38 Washington State Historic Preservation Officer, Department of Archaeology and Historic
39 Preservation (DAHP) in coordination with Sound Transit (under SHPO Project No. 2019-02-
40 01457), and is continuing the Section 106 process for the Project with an Agreement in
41 accordance with 36 CFR § 800.14(b) because the effects of the Project on historic properties
42 cannot be fully determined prior to approval of the Project, and the Project will have an Adverse
43 Effect on eight (8) known properties determined eligible for listing in the National Register of
44 Historic Places (NRHP), herein referred to as historic properties as defined in 36 CFR §
45 800.16(l)(1);

1 **WHEREAS**, under this Agreement, pursuant to 36 CFR § 800.2(a)(3), FTA designated Sound
2 Transit to work directly with DAHP on FTA's behalf, with FTA remaining responsible for
3 designating Consulting Parties and making all findings and determinations pursuant to 36 CFR
4 Part 800;

5 **WHEREAS**, FTA has invited the USCG, and Sound Transit to be Invited Signatories to this
6 Agreement because they are anticipated to issue permit(s) for this Project and are identified as
7 a Cooperating Agency;

8 **WHEREAS**, pursuant to 36 CFR § 800.2(c)(2)(ii) and 36 CFR § 800.14(b) and (f), FTA has
9 initiated consultation with the following federally recognized Tribes and invited their participation
10 in the development of this Agreement: the Muckleshoot Indian Tribe, Snoqualmie Indian Tribe,
11 Stillaguamish Tribe of Indians of Washington, Suquamish Indian Tribe of the Port Madison
12 Reservation, Tulalip Tribes of Washington, and Confederated Tribes and Bands of the Yakama
13 Nation. The named federally recognized Tribes are collectively referred to here as "Consulting
14 Tribes" and FTA invited all of the Consulting Tribes to sign this Agreement as Concurring
15 Parties;

16 **WHEREAS**, FTA acknowledges its continued responsibility to engage in meaningful
17 government-to-government consultation with the Consulting Tribes (pursuant to Executive Order
18 13175, 54 U.S.C. § 302706(b), the January 26, 2021 Presidential Memorandum on Tribal
19 Consultation and Strengthening Nation-to-Nation Relationships, and 36 C.F.R. § 800.2(c)(2))
20 throughout the process of carrying out the stipulations of this Agreement as applicable. This
21 Agreement does not alter the existing government-to-government relationship between FTA and
22 any Tribe. Additionally, nothing in this Agreement is intended to repeal, supersede, or modify
23 any right, privilege, or immunity granted, reserved, or established pursuant to treaty, statute, or
24 Executive Order pertaining to any Tribe, nor is it intended to confer any additional right,
25 privilege, or immunity not otherwise granted, reserved, or established pursuant to treaty, statute,
26 or Executive Order pertaining to any Tribe;

27 **WHEREAS**, FTA has prepared this Agreement in consultation with the Alliance for Pioneer
28 Square, City of Seattle, and the Washington Trust for Historic Preservation regarding the effects
29 of the Project on historic properties and the development of mitigation measures and
30 stipulations, and invited all of these entities to sign this Agreement as Concurring Parties;

31 **WHEREAS**, Sound Transit has coordinated with the non-federally recognized Duwamish Tribal
32 Organization, the Snohomish Tribe, and the public on the effects of the Project on historic
33 properties and the development of mitigation measures and stipulations;

34 **WHEREAS**, FTA, in coordination with Sound Transit, has defined the Area of Potential Effect
35 (APE) for the Project as depicted in Attachment A, and consulted on the APE with DAHP,
36 Consulting Tribes and other Consulting Parties;;

37 **WHEREAS**, FTA, in coordination with Sound Transit, and in consultation with DAHP, Consulting
38 Tribes and other Consulting Parties have completed the inventory of the historic built
39 environment to identify historic properties as defined by 36 CFR § 800.16(1) that are listed in, or
40 eligible for listing in, the NRHP, the results of which are shown in Attachment B of this
41 Agreement, and DAHP has concurred with these determinations;

42 **WHEREAS**, as the design and construction advances, FTA in coordination with Sound Transit
43 may need to conduct inventory of areas added to the APE to identify and evaluate historic
44 properties that could potentially be affected by the Project and, if needed, shall do so in
45 consultation per the terms of this Agreement;

1 **WHEREAS**, because of lack of access FTA in coordination with Sound Transit has completed
2 limited survey to identify archaeological resources as defined by 36 CFR § 800.16(1) that are
3 listed in, or eligible for listing in the NRHP and have agreed to implement a process for further
4 identification and evaluation of archaeological sites pursuant to 36 CFR § 800.4(b)(2), and defer
5 until after the execution of this Agreement additional identification and evaluation of
6 archaeological sites, assessment of adverse effects, and resolution of adverse effects, if
7 needed, as provided for in this Agreement;

8 **WHEREAS**, FTA, in coordination with Sound Transit, have consulted with DAHP, Consulting
9 Tribes, other Consulting Parties, and the ACHP on Adverse Effect(s) to known historic
10 properties, including buildings, structures, sites, districts, and objects within the APE, that are
11 anticipated to arise as a result of the Project;

12 **WHEREAS**, FTA in coordination with Sound Transit, and in consultation with DAHP, Consulting
13 Tribes, and other Consulting Parties, has determined that the Project will have an Adverse
14 Effect on the following known historic properties, which are listed or eligible for listing in the
15 NRHP: all buildings within the Pacific Forge Company/Bethlehem Steel Nut and Bolt Factory
16 Historic District, 3800 West Marginal Way Southwest; the Alaskan Copper Company
17 Employment Office and Auto Repair Garage, 2958 6th Avenue South; the Spokane Street
18 Manufacturing Historic District (multiple addresses); Acme Tool Works, 3626 East Marginal Way
19 South; Graybar Electric Company Building, 1919 6th Avenue South A.M. Castle and Company
20 Steel 3640-60 East Marginal Way South, and the Cettolin House, 4022 32nd Avenue Southwest;

21 **WHEREAS**, FTA in coordination with Sound Transit, and in consultation with DAHP, Consulting
22 Tribes, and other Consulting Parties, has determined that historic properties included in
23 Attachment B but not listed above as adversely affected, will not be adversely affected by the
24 Project;

25 **WHEREAS**, measures are included in this Agreement to avoid and/or minimize effects to
26 historic properties through a design development and review process and the implementation of
27 protection measures for historic properties during Project construction;

28 **WHEREAS**, FTA, in coordination with Sound Transit, and in consultation with DAHP, Consulting
29 Tribes, and other Consulting Parties, has determined that ground-disturbing work for the Project
30 may adversely affect archaeological resources that may be eligible for listing in the NRHP but
31 are located in areas that are currently not accessible for testing and evaluation;

32 **WHEREAS**, FTA, DAHP, Invited Signatories, and Concurring Parties that have chosen to sign
33 are defined below as Signatories to this Agreement;

34 **WHEREAS**, the Project is defined here as the Preferred Alternative identified in the Final
35 Environmental Impact Statement (EIS) published on September 20, 2024 This Preferred
36 Alternative may include refinements made by Sound Transit's Board of Directors when selecting
37 the project to be built and is anticipated in this Agreement to be selected as the project to be
38 built. If portions or all of the project to be built as selected by the Sound Transit Board of
39 Directors includes different alternatives than those included as the Preferred Alternative in the
40 Final EIS then this Agreement will be amended to reflect such changes, per Stipulation XXVII;

41 **WHEREAS**, FTA shall consult with DAHP, Consulting Tribes, and other Consulting Parties on
42 revisions to the APE and on additional investigation within the revised APE that may be required
43 as a result of changes to the Project, following the execution of this Agreement. Such
44 consultation will follow the processes outlined in Stipulation V. FTA shall also consult with the
45 Signatories of this Agreement and other Consulting Tribes and Consulting Parties on effects to
46 newly identified historic properties and shall resolve Adverse Effects to newly identified historic
47 properties pursuant to Stipulation IX;

1 **WHEREAS**, this Agreement was developed with appropriate public involvement pursuant to 36
2 CFR § 800.2(d) and § 800.6(a)(4); the public involvement was coordinated with the public
3 review conducted by FTA and Sound Transit to comply with NEPA (National Environmental
4 Policy Act), as amended, pursuant to 36 CFR § 800.8(a);

5 **WHEREAS**, public involvement in the Section 106 review process, including notification of the
6 Project's Adverse Effects to known historic properties pursuant to 36 CFR § 800.6(a)(3),
7 following the publication of the NEPA EIS and these provisions shall be coordinated through
8 public communication methods in a way that is commensurate with the type and scale of public
9 input being sought pursuant to Stipulations VI(B) and VIII(B);

10 **WHEREAS**, FTA in coordination with Sound Transit shall continue to consult with DAHP,
11 Consulting Tribes, and other Consulting Parties under the terms of this Agreement until such
12 time as FTA determines that all the activities subject to this Agreement are completed or the
13 Agreement is terminated pursuant to Stipulation XXVIII;

14 **NOW, THEREFORE**, FTA, Sound Transit, and DAHP agree that the Project shall be
15 implemented in accordance with the following stipulations in order to resolve the effects of the
16 Project on historic properties.

17 **STIPULATIONS**

18 FTA, in coordination with Sound Transit, shall ensure that the following measures are carried
19 out:

20 **I) Applicability**

- 21 A. If Sound Transit applies for additional federal funding or approvals for the Project
22 from a federal agency that is not party to this Agreement, the agency may choose to
23 remain individually responsible for their Project under 36 CFR Part 800. Alternatively,
24 if the Project as described herein remains unchanged, such funding or approving
25 agency may request in writing to FTA and DAHP of their desire to designate FTA as
26 lead federal agency for the Project pursuant to 36 CFR § 800.2(a)(2) and to become
27 a Consulting Party to this Agreement pursuant to Paragraph B of this stipulation.
- 28 B. If during the implementation of this Agreement, FTA identifies other agencies, tribes,
29 individuals, and organizations with a demonstrated interest in the Project due to the
30 nature of their legal or economic relation to the Project or affected properties, or due
31 to their concern with the Project's effects on historic properties, FTA may offer such
32 entities Consulting Party status pursuant to 36 CFR § 800.2(c) and/or invite them to
33 become party to this Agreement, with notification to DAHP, Consulting Tribes, and
34 other Consulting Parties.
- 35 1) If FTA invites an entity to become an Invited Signatory, the party may accept
36 this status by agreeing in writing to the terms of this Agreement and so
37 notifying FTA. If the entity agrees to become an Invited Signatory and DAHP,
38 USACE, the USCG, and Sound Transit, have no objections, FTA shall follow
39 Stipulation XXVII, to amend this Agreement.
- 40 2) If FTA invites an entity to become a Concurring Party, the entity may accept
41 this status by agreeing in writing to the terms of this Agreement and so
42 notifying FTA. Because Concurring Parties have no responsibility for
43 implementation of this Agreement, FTA may add such parties to the
44 consultation process without formal amendment of this Agreement. FTA shall
45 notify DAHP, Consulting Tribes, and other Consulting Parties of any entities
46 who agree to become a Concurring Party.

- 1 C. The Project may have multiple construction contracts and design and construction of
2 the Project may be divided up geographically and/or by discipline. For purposes of
3 this Agreement these divisions may be considered independently for consultation
4 pursuant to this Agreement. In these instances, the Project status (e.g., design
5 milestone or construction phase) may be considered specific to the contract or
6 element without applying to the entire Project. DAHP, Consulting Tribes, and other
7 Consulting Parties will be notified regarding divisions of Project contracting and
8 design and/or construction status as the Project advances.
- 9 D. For the purposes of this Agreement, the use of the term “construction” includes major
10 Project construction, as well as any advanced construction which may include
11 activities such as demolition activities, earthwork, staging, and construction of Project
12 infrastructure and related improvements.

13 **II) Roles and Responsibilities**

- 14 A. FTA
15 As the federal lead agency, the FTA has primary responsibility pursuant to 36 CFR
16 800.2(a)(2) to ensure that the provisions of this Agreement are carried out. FTA shall
17 coordinate with Sound Transit to carry out the terms of this Agreement. FTA will
18 conduct formal consultation with DAHP, Consulting Tribes, and other Consulting
19 Parties. FTA is responsible for all determinations of eligibility and findings of effect of
20 the Project.
- 21 B. Sound Transit
22 As the Project proponent, and as a condition of award of any FTA funding, Sound
23 Transit, in coordination with FTA, shall be primarily responsible for implementing this
24 Agreement and support FTA in fulfilling its Section 106 consultation requirements.
25 Sound Transit will ensure that all cultural resources related work described in this
26 Agreement is performed by Secretary of the Interior (SOI) qualified individuals
27 pursuant to Stipulation III(B) as appropriate.
- 28 C. DAHP
29 DAHP shall be responsible for participating in consultation as set forth in this
30 Agreement and for reviewing Project documentation within the timeframes
31 established in the Agreement. DAHP shall provide comments on APE amendments,
32 and review and concur as appropriate on all FTA determinations and findings
33 pursuant to processes outlined in 36 CFR Part 800 and below.

34 **III) Standards and General Requirements**

- 35 A. All work carried out pursuant to this Agreement shall meet SOI Standards for
36 Archaeology and Historic Preservation (48 FR 44716) and/or the SOI's Standards for
37 the Treatment of Historic Properties (36 CFR Part 68), as applicable (individually or
38 collectively, SOI Standards). Documentation for determinations of eligibility and
39 findings of effect shall meet 36 CFR § 800.11, the SOI Standards, the National Park
40 Service's Bulletins, and DAHP survey and reporting guidance, as appropriate.
41 Documentation of historic properties for the purposes of resolving Adverse Effects
42 under Stipulation IX, will follow DAHP published documentation standards or other
43 that is agreed upon in writing by both FTA and DAHP.
- 44 B. FTA shall ensure that all activities conducted pursuant to this Agreement shall be
45 carried out by, or under the direct supervision of, historic preservation professional(s)
46 who meet the SOI's Professional Qualification Standards (48 FR 44738-44739) in
47 the appropriate field(s) for the activity (SOI-Qualified Professionals). Sound Transit
48 shall ensure that consultants retained for services pursuant to implementation of this

1 Agreement are SOI-Qualified Professionals, or in the instance of other allied
2 professions not covered by the SOI's Professional Qualification Standards, they shall
3 meet other nationally recognized standards or licensure/certification requirements for
4 the profession, as applicable.

- 5 C. DAHP, Consulting Tribes, and other Consulting Parties shall keep sensitive cultural
6 resources information confidential to the extent allowed by state (Revised Code of
7 Washington (RCW) 42.56.300) and federal law (Section 304 of the National Historic
8 Preservation Act). Sensitive cultural resources information is defined as information
9 about the location, character, or ownership of a historic property. If it is determined
10 that disclosure may cause a significant invasion of privacy, risk harm to a historic
11 property, impede the use of a traditional religious site by practitioners, or contain
12 archaeological site description or location information, sensitive cultural resources
13 information shall be excluded from all public documents. Unredacted documents that
14 contain sensitive cultural resources information shall only be accessed by approved
15 personnel or SOI-Qualified Professional, as defined the Secretary of Interior's
16 Professional Qualifications Standards (36 CFR Part 61).
- 17 D. FTA acknowledges that Tribes possess special expertise in assessing the NRHP
18 eligibility of properties with religious and cultural significance to their Tribe(s). If a
19 Tribe requests, or if FTA otherwise offers and the Tribe accepts, Concurring Party
20 status under this Agreement, FTA shall seek input from the Tribe to determine
21 whether a SOI-Qualified Professional is qualified to assess the potential religious or
22 cultural significance to the Tribe under NRHP criteria.
- 23 E. FTA, in coordination with Sound Transit, shall ensure that all collections, consisting of
24 artifacts, samples, notes, maps, photographs, and other materials and documents
25 associated with archaeological investigations conducted pursuant to this Agreement,
26 will be curated pursuant to Stipulation XXIV, Collection and Curation, of this
27 Agreement and as detailed in Attachment C.
- 28 F. FTA and Sound Transit shall transmit all site forms, reports, and other documentation
29 associated with investigations and findings to DAHP through the Washington
30 Information System for Architectural and Archaeological Records Data (WISAARD),
31 unless otherwise noted at the request of the Consulting Tribes or other Consulting
32 Parties. Further, this Agreement stands in lieu of a Washington State Archaeological
33 Excavation Permit as per RCW 27.53.
- 34 G. FTA shall honor the request of any federally recognized and Consulting Tribe for
35 direct government-to-government consultation regarding the Project.
- 36 H. FTA, in coordination with Sound Transit, anticipates continued consultation at regular
37 intervals (e.g., monthly) with DAHP, Consulting Tribes, and other Consulting Parties
38 to implement and report on implementation of stipulations of this Agreement. Such
39 consultation meetings may be held, in-person, on-line or in a hybrid format. Such
40 meeting cadence may be adjusted throughout the life of this Agreement. FTA will
41 notify DAHP, Consulting Tribes, and other Consulting Parties of adjustments in
42 meeting cadence via email.
- 43 I. Definitions in 36 CFR § 800.16 will be used for the purposes of this Agreement.

44 **IV) Deliverables and Review Procedures**

- 45 A. FTA shall provide the Signatories, Consulting Tribes and other Consulting Parties
46 thirty (30) calendar days to comment on all findings, determinations, documents, and
47 deliverables unless otherwise specified.
- 48 B. For all findings, determinations, documents, and deliverables submitted during
49 Project construction and directly related to construction activities, DAHP, Consulting

1 Tribes, and other Consulting Parties shall have five (5) calendar days to review and
2 provide comments, unless otherwise specified.

- 3 C. If the deliverable is a draft document, any written comments provided within the
4 review and comment period shall be considered in the preparation of the final
5 document. If there are any comments that are not feasible to incorporate into the
6 final document, FTA shall provide an explanation to DAHP, Consulting Tribes, and
7 other Consulting Parties as part of issuing the final document. If no comments on a
8 draft document are provided within the specified review timeframe, FTA, at its
9 discretion, may consider the draft document final with notification to DAHP,
10 Consulting Tribes, and other Consulting Parties.
- 11 D. Should FTA and DAHP be unable to reach agreement on eligibility determinations,
12 findings of effect, or resolution of Adverse Effects, FTA shall consult with DAHP to
13 resolve the disagreement in accordance with Stipulation XXVI.
- 14 E. All review timeframes may be extended by mutual consent between FTA and DAHP,
15 with notification to other Consulting Tribes and Consulting Parties. Failure of any
16 Consulting Party to respond within the specified timeframe shall not preclude FTA
17 from proceeding to the next step of any process under this Agreement.

18 **V) Area of Potential Effects**

- 19 A. In accordance with 36 CFR § 800.4(a)(1) and in consultation with DAHP, Consulting
20 Tribes, and other Consulting Parties, FTA has defined the APE for the Project
21 (Attachment A).
- 22 B. Through the Project design process, and as needed during Project construction, FTA
23 in coordination with Sound Transit, shall determine if revisions to the APE are
24 necessary.
- 25 1) If FTA, in coordination with Sound Transit, determines that the APE requires
26 revision it shall submit the APE revision along with any supporting
27 documentation to DAHP for review and comment, and to Consulting Tribes
28 and Consulting Parties (as appropriate) for review, pursuant to Stipulation IV.
29 FTA's determination on the revised APE shall be final.
- 30 2) Revisions to the APE do not require a formal amendment to this Agreement.
31 If revised and documented by FTA pursuant to Paragraph B(1) of this
32 stipulation, then the revised APE shall be used through the remainder of the
33 Project unless further revisions to the APE are necessary.
- 34 C. If any new, previously unsurveyed, areas are added to the APE, the procedures in
35 Stipulation VI shall be followed to identify historic properties that may be affected by
36 the Project.

37 **VI) Survey and Evaluation**

- 38 A. Sound Transit in coordination with FTA and in consultation with DAHP, Consulting
39 Tribes, and other Consulting Parties, shall conduct surveys of the APE, including any
40 areas added through revisions under Stipulation V, in order to undertake and
41 complete a reasonable and good faith effort to identify historic properties.
- 42 1) Surveys may occur across the Project at different intervals depending on the
43 design and/or construction milestone and may be phased to meet project
44 needs.
- 45 2) Sound Transit shall advise FTA if and when additional survey is necessary. In
46 any instance where a property cannot be fully evaluated prior to the initiation
47 of the Project's construction or the resumption of Project activities in the
48 vicinity of the property when identified pursuant to this stipulation, the
49 property may be treated as though it is eligible for inclusion in the NRHP for

1 the purposes of Section 106 review of the Project only. In these instances,
2 and in addition to providing a justification for not performing a full evaluation,
3 FTA shall document the NRHP criterion or criteria, potential area(s) of
4 significance, and boundaries used to assume the property's eligibility so that
5 this information can be used to assess effects of the Project on the historic
6 property pursuant to Stipulation VIII.

7 3) The survey and evaluation shall be performed by SOI-Qualified professionals
8 appropriate to the resource type(s) being identified and evaluated and shall
9 meet the requirements of Stipulation III.

10 B. Sound Transit shall review the survey results and make NRHP eligibility
11 recommendations to FTA, which shall submit its NRHP eligibility determinations to
12 DAHP, Consulting Tribes, and other Consulting Parties for review and comment
13 pursuant to Stipulation IV. Subject to the confidentiality requirements in Section 304
14 of the NHPA and 36 CFR § 800.11(c), Sound Transit shall post the survey results on
15 the Project website or other publicly accessible electronic platform as appropriate, in
16 order to obtain public input and shall share any comments received from the public
17 with DAHP, Consulting Tribes, and other Consulting Parties. Such documentation will
18 be redacted to not disclose sensitive archaeological information or Tribal knowledge.

19 1) If DAHP does not respond during the applicable review period or if DAHP
20 concurs, FTA's eligibility determination shall become final and effects to
21 historic properties shall be assessed pursuant to Stipulation VIII.

22 2) If FTA and DAHP do not agree on NRHP eligibility of a property, or if FTA and
23 a Tribe that attaches religious and cultural significance to a property do not
24 agree on NRHP eligibility, FTA shall resolve the disagreement pursuant to
25 Stipulation XXVI.

26 VII) Project Design Development and Review

27 A. The Project plans (e.g., drawings specifications, special provisions, appendices,
28 etc.), including plans for temporary construction-related work, shall effectively meet
29 the Project purpose and need, while avoiding, minimizing, and/or mitigating Adverse
30 Effects to historic properties. Project plans analyzed for development of this
31 Agreement have been developed to approximately 10% design.

32 B. At its own discretion, including in response to the request of a Consulting Party, FTA
33 in coordination with Sound Transit, may convene a meeting(s) or use other
34 appropriate means to obtain Consulting Party input on Project design development
35 and effects of the Project on historic properties. If a meeting is held, FTA or Sound
36 Transit shall distribute materials as appropriate in advance of the meeting. These
37 meeting materials may include but are not limited to, agendas, Project plans, and
38 effects assessments. DAHP, Consulting Tribes, and other Consulting Parties may
39 provide input in writing following the receipt of materials during the specified review
40 time and/or during the meeting, if one is held, or both. FTA in coordination with
41 Sound Transit shall record and consider all Consulting Party input received pursuant
42 to this stipulation as Project plans are further developed.

43 C. Sound Transit shall review Project plans at design milestones(e.g., 30, 60, 90, and
44 100%)), or equivalent design stages. Sound Transit shall also review any
45 modifications made to the 100% Plans, whether those changes are made prior to, or
46 during Project construction. If a modification of the 100% plans is within the vicinity of
47 a historic property, Sound Transit shall not allow any destructive activities related to
48 the Project modification to begin until reviews under this stipulation and Stipulation
49 VIII are complete. Any submittals to DAHP, Consulting Tribes, and other Consulting
50 Parties shall follow review times as outlined in Stipulation IV. To facilitate review,

1 submittals may be limited to the portions of the Project plans that illustrate the portion
2 of the Project which would potentially adversely affect the previously identified
3 historic properties in Attachment B.

- 4 1) At each stage of the review, Sound Transit shall recommend to FTA whether
5 revisions are necessary to the APE pursuant to Stipulation V.
- 6 2) Upon completion of the 30%, 60%,90%, and 100% plans and in addition to
7 the APE review, pursuant to Paragraph C(1) of this stipulation, Sound Transit
8 shall prepare an assessment of the effects pursuant to Stipulation VIII for
9 submittal along with the appropriate plans to DAHP, Consulting Tribes, and
10 other Consulting Parties. Based on the nature and scale of the Project
11 changes since the prior plans milestone, FTA, at its discretion, may hold a
12 consultation meeting pursuant to Paragraph B of this stipulation. Sound
13 Transit shall assess whether any Project design changes would result in a
14 change to FTA's finding of effect prepared pursuant to Stipulation VIII have
15 been met and whether the plans incorporate previous commitments made to
16 DAHP, Consulting Tribes, and other Consulting Parties, including those made
17 as part of any Mitigation Plan(s) prepared under Stipulation IX.
 - 18 a. If the previously made finding of effect remains valid, design-related
19 requirements have been met, and all commitments reached during
20 consultation have been incorporated into Project design, Sound
21 Transit shall notify FTA, who shall notify DAHP, Consulting Tribes,
22 and other Consulting Parties of its findings.
 - 23 b. If the previously made finding of effect is no longer valid, design-
24 related requirements have not been met, or if commitments
25 reached during consultation are not incorporated into the Project
26 plans at subsequent stages of design development, FTA shall make
27 a new finding of effect in coordination with Sound Transit pursuant
28 to this stipulation, and proceed to Stipulation IX, if necessary.

29 **VIII) Assessment of Effects on Historic Properties**

- 30 A. FTA, in coordination with Sound Transit, shall make a finding of effect for historic
31 properties in the APE based on the Project's 30% Plans, or as necessary after the
32 30% Plans have been reviewed, to account for any subsequent changes in the
33 Project design that may result in newly identified historic properties or changes in the
34 finding of effect for a historic property. Sound Transit shall assess effects of the
35 Project on historic properties in accordance with the Criteria of Adverse Effect as
36 described in 36 CFR § 800.5(a)(1) and make a recommendation to FTA, supported
37 by documentation that meets the requirements of Stipulation III(A). Sound Transit
38 shall also recommend to FTA potential measures for avoiding, minimizing, and/or
39 mitigating any Adverse Effect(s).
 - 40 1) As part of the assessment of effects, Sound Transit may recommend, and
41 FTA may impose, conditions on the Project to ensure an Adverse Effect to a
42 historic property is avoided and/or minimized.
 - 43 a. Conditions to protect a historic property during Project construction
44 shall be considered to avoid and/or minimize potential Adverse
45 Effects and follow Stipulation IX.
 - 46 2) When unanticipated effects (e.g., damage) occur to a known or newly
47 identified historic property during Project construction, Sound Transit shall

1 use the following guidance in addition to the Criteria of Adverse Effect when
2 making a recommendation to FTA;

- 3 a. If the damage does not constitute an Adverse Effect as described in
4 36 CFR 800.5(a)(1), a No Adverse Effect finding shall be
5 recommended.
- 6 b. If the damage does constitute an adverse effect as described in 36
7 CFR 800.5(a)(1), is repairable, and the property owner agrees to
8 repairing the damage in accordance with the SOI Standards, the
9 adverse effect will be resolved pursuant to Stipulation IX.
- 10 c. If any of the following are true, an Adverse Effect finding requiring
11 resolution under this stipulation shall be recommended:
 - 12 i. The damage involves a National Historic Landmark;
 - 13 ii. The damage cannot be repaired;
 - 14 iii. The historic property must be demolished in whole or in
15 part;
 - 16 iv. The property owner does not consent to repairing the
17 damage in accordance with the SOI Standards;
 - 18 v. Either the Project Construction Contractor or Contractor's
19 insurer resolves the damage claim by monetary payment
20 to the property owner in lieu of a repair; or
 - 21 vi. The repairs have the potential to cause additional Adverse
22 Effects.

23 B. FTA shall review Sound Transit's assessment of effects and recommendations, and if
24 acceptable, submit a finding of effect to DAHP, Consulting Tribes, and other
25 Consulting Parties for review pursuant to Stipulation IV. FTA shall clearly state any
26 condition(s) imposed on the Project as part of the finding. Subject to the
27 confidentiality requirements in 54 USC § 307103 and 36 CFR § 800.11(c), Sound
28 Transit shall post the finding of effect on the Project website, or other means as
29 appropriate, in order to obtain public input and shall share any comments received
30 from the public with DAHP, Consulting Tribes, and other Consulting Parties within the
31 review timeframe.

- 32 1) If FTA makes a finding of No Adverse Effect and DAHP, Consulting Tribes,
33 and Consulting Parties agree, no further consultation is required pending
34 implementation of any conditions upon which the finding is based.
35 Implementation of conditions shall be tracked as part of quarterly reporting
36 outlined in Stipulation XXIII.
- 37 2) FTA, at its discretion and based on the nature and scale of the Adverse
38 Effect, may propose the implementation of one or more mitigation measures,
39 to resolve the Adverse Effect pursuant to this stipulation. When applicable,
40 deliverables required as part of a mitigation package shall be prepared in
41 accordance with the requirements of Stipulation II and shall be submitted
42 and reviewed pursuant to the timeline(s) and process outlined in
43 Stipulation IV.
 - 44 a. If Consulting Parties agree to the proposed mitigation measure(s),
45 FTA and Sound Transit shall ensure the mitigation measure(s) are
46 carried out in order to resolve the Adverse Effect(s). Implementation
47 of this mitigation measure(s) shall be tracked as part of regular
48 reporting outlined in Stipulation XXIII.
 - 49 b. If DAHP objects to FTA's finding of effect or if other Consulting
50 Parties do not agree with the finding, they shall provide comments
51 to FTA specifying the reasons for their disagreement. FTA shall

1 consult with DAHP and other Consulting Parties to resolve the
2 disagreement in accordance with Stipulation IX.

3 **IX) Consultation to Resolve Adverse Effects**

4 A. FTA shall consult with DAHP, Consulting Tribes, and other Consulting Parties (as
5 appropriate) and the owner of the historic property, if appropriate, to seek and
6 consider other measures to avoid, minimize, and/or mitigate the Adverse Effect.
7 Consultation may take whatever form is appropriate based on the significance,
8 character, and use of the historic property and the nature and scale of the Adverse
9 Effect. The consultation must include an opportunity for the public to express their
10 views in resolving the Adverse Effect(s). FTA, at its discretion, may determine that
11 public participation under this stipulation is met via public review and comment
12 conducted under the National Environmental Policy Act, as amended, and its
13 implementing regulations.

- 14 1) If consultation identifies a way to avoid the Adverse Effect(s) entirely through
15 redesign of a Project element or other means, and Sound Transit and FTA
16 agree, Sound Transit shall revise the Project plans and FTA shall reassess
17 effects and modify the finding of effect in accordance with Stipulation VII.
- 18 2) If through consultation it is determined the Adverse Effect(s) cannot be
19 avoided entirely, a Mitigation Plan shall be prepared under Paragraph B of
20 this stipulation.
- 21 3) Final measures identified to avoid, minimize, and or mitigate adverse effects
22 will be documented and made available for review and comment by the public
23 via the project website or other accessible information portal. Such
24 information is subject to the confidentiality requirements in 54 USC § 307103
25 and 36 CFR § 800.11(c).

26 B. FTA, in coordination with Sound Transit, shall develop a Mitigation Plan(s) to
27 document the measures identified through consultation under Paragraph A of this
28 stipulation to resolve the Adverse Effect(s). Mitigation Plan(s) may be prepared for
29 the Project as a whole, for individual construction bid packages, and/or for individual
30 or groups of historic properties, as needed.

- 31 1) A Mitigation Plan shall outline measures to avoid, minimize, and/or mitigate
32 Adverse Effects to the historic property. These may include, but are not
33 limited to, additional design review pursuant to Stipulation VII or protective
34 measures to avoid or minimize construction impacts to historic properties
35 pursuant to Stipulation X.. When applicable, deliverables required by a
36 Mitigation Plan shall be prepared in accordance with the requirements of
37 Stipulation III and shall be submitted and reviewed pursuant to the timeline(s)
38 and process outlined in Stipulation IV, or as otherwise specified in the
39 Mitigation Plan.
- 40 2) Upon completion of consultation, FTA shall submit a draft and final Mitigation
41 Plan to DAHP, Consulting Tribes, and other Consulting Parties (as
42 appropriate), and the property owner, when applicable, pursuant to
43 Stipulation IV. The Mitigation Plan shall be considered final following
44 agreement in writing by both FTA and DAHP. Development, finalization, and
45 implementation of Mitigation Plan do not require a formal amendment to this
46 Agreement. Implementation of the Mitigation Plan shall be tracked as part of
47 quarterly reporting outlined in Stipulation XXIII.
- 48 3) If FTA and DAHP fail to agree on how to resolve the Adverse Effect, FTA shall
49 consult with DAHP to resolve the disagreement in accordance with
50 Stipulation XXVI.

- 1 4) If required by a Mitigation Plan, construction activities may not begin or
2 resume in the vicinity of the historic property until after completion of the
3 associated field work or implementation of protection measures outlined in
4 the Mitigation Plan.

5 **X) Construction Protection Plan for Historic Properties**

6 There are cases where historic properties are located within the APE, but FTA has made
7 a finding of no adverse effect (Attachment B). When applicable, the following procedures
8 are set forth to protect such historic properties during construction.

9 A. Sound Transit in coordination with FTA, and in consultation with DAHP, Consulting
10 Tribes, and other Consulting Parties, and the property owner, when applicable, shall
11 develop a Construction Protection Plan for Historic Properties (CPPHP) detailing the
12 measures to be implemented prior to and during Project construction to avoid or
13 minimize effects to historic properties. The CPPHP may also include measures to
14 assess effects of operations during systems testing and revenue service as
15 appropriate. The CPPHP shall also identify the entity(ies) responsible for carrying out
16 the measures included in the CPPHP.

- 17 1) The CPPHP may be prepared for the Project as a whole, for individual
18 construction bid packages, and/or for individual or groups of historic
19 properties, as needed.
20 2) Sound Transit shall submit the draft CPPHP(s) to FTA for review and
21 approval. Once FTA's comments are incorporated, FTA shall submit the draft
22 and final CPPHP(s) to DAHP, Consulting Tribes, and other Consulting Parties
23 pursuant to Stipulation IV. If the CPPHP includes any property-specific
24 protection measures, FTA shall also submit the draft and final CPPHPs to the
25 owner of the historic property pursuant to Stipulation IV. The CPPHP shall be
26 considered final upon acceptance by FTA and shall be distributed to DAHP,
27 Consulting Tribes, other Consulting Parties, and the property owner, when
28 applicable. When necessary, amendments to the CPPHP shall follow the
29 same process as its original development.

30 B. Sound Transit shall include the agreed-upon CPPHP in contract packages to inform
31 Project Construction Contractors of their responsibilities relative to historic
32 properties. The CPPHP may be a separate document or combined with other Project
33 construction monitoring plans, as appropriate. Sound Transit shall incorporate the
34 property-specific protection measures into the Project plans, when appropriate, and
35 shall ensure the terms of the CPPHP(s) are implemented.

36 C. Depending on the type of historic property, the expected effects, and the conditions
37 or Mitigation Plan(s) as written, Sound Transit may include the following measures in
38 the CPPHP:

- 39 1) Construction Protection Measures (CPMs) that detail the specific protection
40 measures and procedures to be implemented during Project construction to
41 protect historic properties.
42 2) Historic Property Inspections (pre-, during, and post-construction) that
43 provide a baseline of existing structural and physical conditions to facilitate
44 identification and documentation of any structural and/or cosmetic damage
45 caused by Project construction. Inspection reports will be shared with DAHP,
46 Consulting Tribes, and Consulting Parties. Inspections shall include, but are
47 not limited to, building/structure foundations, exterior and interior elements,
48 topography, landscaping, and any other historically significant or character-
49 defining features of the property to document any pre-existing defects or

1 other damage. Inspection documentation shall include photographs and
2 narrative to document the observed conditions before and after Project
3 construction, and as needed during Project construction. Depending on the
4 type and nature of the historic property and anticipated effects to it,
5 photographic documentation should include, but is not limited to: ceilings,
6 roofs, exterior and interior walls, windows, masonry, foundations, all sides of
7 the exterior of the building, structure and bridge wingwalls, beams,
8 substructures and superstructures, plumbing, equipment, fences and
9 landscape walls, topography, vegetation, driveways and sidewalks, and any
10 historically significant or character-defining features of the property.
11 Photographs shall be appropriately detailed and in focus, properly composed,
12 and with adequate lighting to clearly show existing conditions such as
13 deterioration and cracking that may be subject to dispute after initiation of
14 Project construction.

- 15 3) Vibration Management and Remediation Measures (VMRMs) to address
16 ground-borne vibration caused by Project construction when it is projected to
17 have a moderate to severe impact under FTA's noise and vibration impact
18 criteria that may result in an Adverse Effect on a historic property.
19 4) Other types of potential measures may include, but are not limited to:
20 maintenance of property access and noise minimization and mitigation
21 measures when noise caused by Project construction and/or operations is
22 anticipated to have an Adverse Effect on a historic property.

23 **XI) Unanticipated Effects to Known Historic Properties**

- 24 A. If previously known historic properties are affected in an unanticipated manner during
25 Project construction, all activities shall cease within 50 feet of the discovery to avoid
26 and/or minimize harm to the property. Sound Transit shall include in Project
27 construction contracts a requirement for the Project Construction Contractor to
28 immediately notify Sound Transit of the effect and implement interim measures to
29 protect the property from damage, looting, and vandalism. Measures may include,
30 but are not limited to: protective fencing, covering of the property with appropriate
31 materials, and/or posting of security personnel. The Project Construction Contractor
32 shall not resume work within the restricted 50 foot zone until notified by Sound
33 Transit. Sound Transit shall immediately notify FTA. FTA shall then notify DAHP,
34 other Consulting Parties, and the property owner within 24 hours. Sound Transit shall
35 ensure a historic property inspection as described in Paragraph C of this stipulation
36 is prepared as soon as practicable to document damage to the historic property.
37 B. If reasonably convenient and appropriate, Sound Transit, DAHP, Consulting Tribes,
38 other Consulting Parties (as appropriate) and the property owner, when applicable,
39 shall confer at the site within forty-eight (48) hours of notice of discovery to assess
40 the property, determine the likely Project effects to the property, and to determine the
41 most appropriate course of action to repair any damage, if feasible.
42 1) The course of action shall specify the type of repair, the review process for
43 the scope of work, and the responsibilities for ensuring repairs are made
44 appropriately, including preparation of a post-construction historic property
45 inspection as described in Paragraph C(2) of this stipulation. The course of
46 action shall also outline where and when it may be safe to resume
47 construction activities within and/or in the vicinity of the historic property.
48 Whenever possible, measures to repair historic properties shall be developed
49 so that they meet the SOI Standards and are carried out under the direct

1 supervision of personnel that meet the requirements described in
2 Stipulation II.

3 2) Within forty-eight (48) hours of the meeting, Sound Transit shall prepare draft
4 meeting notes documenting the results of the onsite meeting and a draft of
5 the proposed course of action and provide them, and the historic property
6 inspection prepared under Paragraph A of this stipulation, to meeting
7 attendees for review. Attendees of the meeting have forty-eight (48) hours to
8 review draft meeting notes, proposed course of action, and provide
9 comments to Sound Transit. Sound Transit shall finalize the meeting notes
10 and course of action within twenty-four (24) hours after receiving comments
11 and provide them to meeting attendees and FTA.

12 C. Once a course of action to repair the damage and further protect the property has
13 been developed and consented to by the Project Construction Contractor and the
14 property owner, FTA in coordination with Sound Transit shall assess effects pursuant
15 to Stipulation VIII. FTA shall review Sound Transit's assessment of effects and
16 recommendations, and if acceptable, submit a finding of effect to DAHP, Consulting
17 Tribes, and other Consulting Parties for review pursuant to Stipulation IV. If
18 necessary, FTA shall resolve any Adverse Effects pursuant to Stipulation IX.

19 **XII) Identification and Evaluation of Archaeological Properties**

20 Inventory and evaluation of potential archaeological resources have not been completed
21 for all areas of the Project where ground disturbance may occur. Some areas of
22 expected ground disturbance are on property where access could not be secured prior
23 to acquisition of the property. Some areas of expected ground disturbance are beneath
24 existing infrastructure (buildings, utilities, and other obstructions) that cannot feasibly be
25 removed until construction. Finally, it is possible that design changes could result in
26 additional areas of ground disturbance.

27 A. Sound Transit will prepare a comprehensive study on the Indigenous ethnography of
28 the APE and surrounding area. The scope of this ethnographic study will be
29 developed in coordination with Consulting Tribes pursuant to Stipulation III(D). Such
30 a study will be used to identify areas of archaeological or cultural resource sensitivity
31 beyond those previously identified. Such study is not required to be completed prior
32 to beginning investigations described in this stipulation.

33 B. An Archaeological Treatment Plan "Treatment Plan" and Archaeological Monitoring
34 Plan "Monitoring Plan" (Attachment C) together detail processes for the following:

- 35 1) Archaeological investigations to occur prior to and during construction;
- 36 2) Archeological monitoring of construction activities; and
- 37 3) Procedures for addressing inadvertent discoveries of archaeological
38 resources as well as human remains.

39 C. The Treatment Plan:

- 40 1) Identifies ground disturbing project elements, describing both vertical and
41 horizontal extent of ground disturbance including a discussion of the nature of
42 spoils produced, as appropriate;
- 43 2) Provides detail regarding known subsurface geologic conditions including
44 detailed consideration of geoarchaeology based on existing data;
- 45 3) Identifies specific areas of elevated archaeological probability within the APE;
- 46 4) Identifies specific ground disturbing elements of the Project within each of the
47 areas of elevated probability;
- 48 5) Makes recommendations for archaeological investigations based on
49 archaeological sensitivity and anticipated ground disturbance;

- 1 6) Describes a process for developing and implementing specific work plans for
- 2 each archaeological investigation and/or archaeologically sensitive area;
- 3 7) Describes a process for NRHP evaluation of newly identified archaeological
- 4 resources in consultation with DAHP, Consulting Tribes, and other Consulting
- 5 Parties (as appropriate);
- 6 8) Describes a process for assessing effects to newly identified NRHP-eligible
- 7 archaeological resources in consultation with DAHP, Consulting Tribes, and
- 8 other Consulting Parties (as appropriate); and
- 9 9) Identifies laboratory and curation procedures for archaeological resources.

10 **XIII) Consultation to Avoid, Minimize, or Mitigate Adverse Effects on Archaeological**

11 **Resources**

- 12 A. FTA in coordination with Sound Transit and in consultation with DAHP, Consulting
- 13 Tribes, and other Consulting Parties (as appropriate) will apply the criteria of adverse
- 14 effect (36 CFR § 800.5(a)(1)) to NRHP-eligible archaeological properties within the
- 15 APE, and document its findings pursuant to Stipulation IV.
- 16 B. If FTA determines that the Project will have an adverse effect on any NRHP-eligible
- 17 archaeological resources, FTA, in coordination with Sound Transit, will consult with
- 18 DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) to explore
- 19 measures to avoid, minimize, or mitigate adverse effects. FTA, in coordination with
- 20 Sound Transit, will ensure the implementation of any modifications or conditions to
- 21 avoid or minimize adverse effects agreed upon through consultation.
- 22 C. If adverse effects cannot be avoided, mitigation measures will be developed in
- 23 consultation among FTA, Sound Transit, DAHP, Consulting Tribes, and other
- 24 Consulting Parties (as appropriate). Mitigation measures may include but are not
- 25 limited to data recovery, development of interpretive materials including art, and
- 26 educational information. A Mitigation Plan will be developed to outline agreed upon
- 27 mitigation pursuant to Stipulation IX(B). Plans may include treatment measures for
- 28 one or more than one resource and will be subject to review pursuant to Stipulation
- 29 IV.
- 30 D. FTA and Sound Transit will continue to consult with Consulting Tribes to address
- 31 potential effects to Tribally known resources where impacts may not be observable.

32 **XIV) Public Interpretation of the Transportation, Social, Economic, and Cultural History**

33 **of the Duwamish River/Waterway Corridor in the Duwamish Segment Area**

34 Sound Transit, in coordination with FTA and in consultation with DAHP, Consulting

35 Tribes, and other Consulting Parties will develop and implement a plan for an interpretive

36 tool that will highlight transportation, economic, and social history in and around the

37 Project vicinity. The final format of the interpretive tool will be developed in Consultation

38 with DAHP, Consulting Tribes and Consulting Parties and may take the form of a printed

39 material, story map or other digital interface, but will be focused on providing education

40 to the public regarding past uses and the unique development history in the vicinity of

41 the project. Interpretive materials will highlight the contributions of historically

42 marginalized communities to the history of the project vicinity as well as how

43 development impacted individuals in those communities and their ways of life.

44 **A. Interpretation Plan Development**

45 Sound Transit, in coordination with FTA and in consultation with DAHP, Consulting

46 Tribes, and other Consulting Parties will develop an interpretation plan

47 (“Interpretation Plan”) to interpret and present the history of the Duwamish watershed

48 in the vicinity of the Project for the public. In addition to generating new information,

1 the Interpretation Plan will build upon the use of information already gathered during
2 recent infrastructure projects within the Puget Sound area to maximize recent
3 interpretative efforts and time commitment from DAHP, Consulting Tribes, and other
4 Consulting Parties. The Interpretation Plan will develop multiple ways to encounter
5 and interact with historical information regarding the area(s) within, affected by, and
6 developed due to the Duwamish River/Waterway corridor.

7 Specific goals of and milestones for the Interpretation Plan development are outlined
8 below and will be implemented by Sound Transit in coordination with FTA and in
9 consultation with DAHP, Consulting Tribes, and other Consulting Parties (as
10 appropriate):

- 11 1) The Interpretation Plan will include a timeline for implementation of its
12 components.
- 13 2) The content of the interpretive materials will be structured to appeal to the
14 general public and to be useful for educational purposes (e.g., it may include
15 interactive components and activities suitable for K-12 students and
16 educators). By means of keyword indexing, solicited links from other sites,
17 and similar techniques, Sound Transit will ensure that this material is readily
18 found by educators and students using search engines.
- 19 3) Hosting and maintenance of digital components will be determined through
20 on-going consultation pursuant to Stipulation IV of this Agreement.
- 21 4) The interpretation plan will be made available for review and comment by the
22 public via the project website or other accessible information portal.
- 23 5) The Interpretation plan shall be prepared in accordance with the
24 requirements of Stipulation III.
- 25 6) A draft of the interpretation plan will be developed for review by DAHP,
26 Consulting Tribes, and other Consulting Parties within 18 months of the
27 execution of this Agreement pursuant to Stipulation IV.
- 28 7) Up to 2 (two) drafts of the Interpretation Plan are anticipated and will be
29 reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant
30 to Stipulation IV.
- 31 8) The Final Interpretation plan will be completed within one year of the initial
32 draft completion.

33 B. Plan Implementation

- 34 1) Within six (6) months of finalization of the Interpretation Plan, Sound Transit
35 in coordination with FTA will develop a scope of work and Request for
36 Proposals to solicit a consultant to implement the plan.
- 37 2) With the exception of interpretation measures identified to be executed post-
38 construction in accordance with the Interpretation Plan, interpretative
39 measures will be completed and implemented prior to official opening of the
40 WSLE.
- 41 3) Sound Transit will utilize public outreach resources as practicable to advertise
42 and promote the interpretative measures to educators, researchers, and the
43 public.
- 44 4) Up to 2 (two) drafts of the deliverables developed per this plan will be
45 reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant
46 to Stipulation IV.

48 **XV) Historic Context Study of the Industrial Development of West Seattle and the** 49 **Duwamish Waterway vicinity**

- 1 A. Sound Transit will develop a historical context of the Industrial Development of West
2 Seattle and the Duwamish Waterway Vicinity. The context will include historical
3 background on the development of industry in the West Seattle and Duwamish
4 Waterway areas including information from the 19th and 20th centuries and how this
5 industry contributed to local, national, and international events. Additionally, this
6 context will include a discussion of previously identified and evaluated industrial
7 properties in the area and recommendations for future evaluations of these
8 properties.
- 9 B. This context study will be developed by an SOI qualified architectural historian in
10 accordance with the National Parks Service (NPS) 2009 White Paper on Historic
11 Contexts, National Register Bulletin 16b and other best practices on historic context
12 studies.
- 13 C. Sound Transit will develop a draft historical context and submit it to DAHP,
14 Consulting Tribes, and other Consulting Parties for review within one year of
15 execution of this Agreement execution. That draft will be reviewed by DAHP,
16 Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 17 D. Up to 2 (two) drafts of the context are anticipated and will be reviewed by DAHP,
18 Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 19 E. The final context document will be completed within one year of the initial draft
20 completion.
- 21 F. Disposition of final document will be determined in consultation with DAHP,
22 Consulting Tribes, and other Consulting Parties (as appropriate).

23 **XVI) Mitigation for All Demolished Resources**

- 24 A. Sound Transit anticipates demolition of the buildings identified in this stipulation. The
25 timing and specific duration of demolition activities will be determined after execution
26 of this Agreement but will be identified and communicated to DAHP, Consulting
27 Tribes, and other Consulting Parties pursuant to Stipulation VII. Sound Transit will
28 implement specific mitigation measures identified in Paragraphs B and C of this
29 stipulation for each building that will be demolished:
- 30 1) Alaskan Copper Company, 2958 6th Avenue South
 - 31 a. Employment Office (WISAARD Property ID 342997)
 - 32 b. Auto Repair Garage (WISAARD Property ID 721997)
 - 33 2) Graybar Electric Company, 1919 6th Avenue South (WISAARD Property ID
34 720609)
 - 35 3) Pacific Forge Company/Bethlehem Steel Nut and Bolt Factory Historic
36 District, 3800 West Marginal Way Southwest
 - 37 a. Office (WISAARD Property ID 721620)
 - 38 b. Forge Building (WISAARD Property ID 721624)
 - 39 c. North Warehouse (WISAARD Property ID 721625)
 - 40 d. South Warehouse (WISAARD Property ID 721628)
 - 41 e. East Warehouse (WISAARD Property ID 721629)
 - 42 4) Spokane Street Manufacturing Historic District
 - 43 a. Acme Tool Works at 3626 East Marginal Way South¹ (WISAARD
44 Property ID 720511)
 - 45 b. Edwards Ice Machine Co./Eagle Metals Co. at 3628 East Marginal Way
46 South (WISAARD Property ID 342293)

¹ Also individually eligible for listing in the NRHP

- 1 c. Simmons Company Metal Beds, Springs & Mattress Warehouse at 99
- 2 South Spokane Street (WISAARD Property ID 344500)
- 3 d. Lindmark Machine Works at 3626 East Marginal Way South (WISAARD
- 4 Property ID 720513)
- 5 e. Lindmark Machine Works at 49 South Spokane Street (WISAARD
- 6 Property ID 340118)
- 7 f. Air Reduction Company at 3623 East Marginal Way South (WISAARD
- 8 Property ID 38527)
- 9 g. Air Reduction Company Carbide Storage Building at 3621 East
- 10 Marginal Way South (WISAARD Property ID 720564)
- 11 h. Air Reduction Company Auto Repair Garage at 3621 East Marginal
- 12 Way South (WISAARD Property ID 720563)
- 13 i. Light Industrial Building at 3633 East Marginal Way South (WISAARD
- 14 Property ID 720542)

- 15 B. Sound Transit will prepare DAHP Level II Documentation for each historic structure
- 16 to be demolished as listed above under Stipulation XVI.A. At a minimum this
- 17 documentation will include historical background information, drawings, maps,
- 18 photographs, and other information as outlined by DAHP's Mitigation Documentation
- 19 Standards document. This documentation will be reviewed by DAHP, Consulting
- 20 Tribes, and other Consulting Parties (as appropriate), pursuant to Stipulation IV. This
- 21 documentation will be offered to state and/or federal repositories for their archives.
- 22 This information will also be available for public access via the project website or
- 23 other accessible information portal.
- 24 C. Prior to and during the demolition phase(s) of the Project, Sound Transit, to the
- 25 extent practicable, will work with individuals or entities interested in salvaging raw
- 26 materials from historic properties being demolished. FTA and Sound Transit, in
- 27 consultation with DAHP, Consulting Tribes, and other Consulting Parties, will assess
- 28 the feasibility of this throughout the design phase of the Project pursuant to
- 29 Stipulation VII.

30 **XVII) Mitigation for Adverse Effects to Cettolin House, 4022 32nd Avenue**
31 **Southwest (WISAARD ID 721984)**

- 32 A. Sound Transit will develop and submit for listing an NRHP nomination for the Cettolin
- 33 House. This nomination will be developed in consultation with DAHP, Consulting
- 34 Tribes, and other Consulting Parties.
- 35 B. Sound Transit will develop a historic context focusing on migration to West Seattle
- 36 and the contributions of immigrant communities to the area during the first half of the
- 37 twentieth century, the period when the Cettolin family moved to the region and
- 38 contributed to the industry in region. Additionally, this context will include, but is not
- 39 limited to a discussion of previously identified and evaluated properties associated
- 40 with these communities in West Seattle, extant residences, commercial and
- 41 industrial business where they worked, recommendations for future local and
- 42 national heritage register evaluations of properties they are associated with and
- 43 criteria for evaluating those properties.
- 44 1) Sound Transit will develop a draft historical context and submit it to DAHP,
- 45 Consulting Tribes, and other Consulting Parties for review within one year of
- 46 execution of this Agreement. That draft will be reviewed by DAHP, Consulting
- 47 Tribes, and other Consulting Parties pursuant to Stipulation IV.

- 1 2) Up to 2 (two) drafts of the context are anticipated and will be reviewed by
2 DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation
3 IV.
4 3) The final context document will be completed within one year of the initial
5 draft completion.
6 4) Disposition of the final document will be determined in consultation with
7 DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).
8 C. Sound Transit in coordination with FTA and in consultation with DAHP, Consulting
9 Tribes, and other Consulting Parties (as appropriate) will develop landscape design
10 plans to address concerns regarding effects to setting in the immediate vicinity of the
11 Cettolin House. Such plans may include specific treatments to noise mitigation walls,
12 plantings, grading, etc. These plans will be reviewed pursuant to Stipulation VII.
13 Efforts will be made to reduce visual and auditory impacts to the Cettolin House
14 when the project is in revenue service. Additional measures to address visual,
15 auditory, and vibration impacts are addressed in Stipulation XX.
16 D. A specific CPPHP (Stipulation X) will be developed for the Cettolin House to ensure
17 no additional adverse effects are incurred by the resource. The Cettolin House will
18 be subject to pre- and post-construction conditions assessment, as well as vibration
19 and noise monitoring during construction. The Cettolin House CPPHP may also
20 include measures to assess effects of operations during system testing and revenue
21 service as appropriate. Acceptable thresholds of noise and vibration will be identified
22 in the appropriate construction management plans (Stipulation XX). If additional
23 effects are incurred, they will be assessed pursuant to Stipulation VIII and resolved
24 pursuant to Stipulation IX.

25 **XVIII) Historic Database Infrastructure Support**

- 26 A. Sound Transit shall provide monetary assistance in an amount not to exceed **TBD** for
27 DAHP and the City of Seattle to enhance the functionality of their historic resources
28 database(s). Increased functionality will be a public benefit and benefit to Sound
29 Transit because it will facilitate decreased review times and increased transparency
30 in Project review and permitting. DAHP or the City of Seattle, as appropriate, shall
31 provide the applications' beta version to Sound Transit, and FTA prior to deployment
32 of the system in order to assess functionality and provide transparency prior to the
33 systems' use.
34 B. Sound Transit will transfer the funds to DAHP and the City of Seattle to administer,
35 as appropriate. Sound Transit's responsibility under this stipulation will be completed
36 once the funding has been transferred and FTA receives confirmation from the DAHP
37 or the City of Seattle, as appropriate.
38 C. DAHP and the City of Seattle will receive and administer the mitigation funds. DAHP
39 and the City of Seattle will keep an account of all costs associated with the mitigation
40 funding account, including associated overhead/administrative costs. Mitigation
41 funds shall be transferred from Sound Transit to DAHP and the City of Seattle
42 immediately after an agreement authorizing the transfer of funds is approved by
43 Sound Transit.
44 D. At least once a year, until implementation of this stipulation is complete, from the
45 date of the execution of this Agreement, DAHP and the City of Seattle will email an
46 annual accounting of funds to Sound Transit and FTA using their existing accounting
47 procedures/documents.
48 E. DAHP and the City of Seattle, as appropriate, will provide a final report on the
49 project, and an account of the funding, to the Signatories by either the closing date of
50 the Agreement or at the completion of funding expenditures.

1 **XIX) Historic Utilities**

2 Sound Transit will conduct survey and inventory work to identify extant subsurface
3 historic utilities within the APE that may be encountered during ground disturbing
4 activities related to project construction but not specifically those which may be
5 encountered during design development activities (e.g., “potholing for utilities”). These
6 historic utilities will be evaluated for NRHP eligibility pursuant to Stipulation VI and
7 effects to those utilities, if any, will be assessed pursuant to Stipulation VIII and resolved
8 pursuant to Stipulation IX. This work may be conducted in stages following design
9 milestones (e.g, 30%, 60%, 90%, 100%). Historic utilities still in use will be documented
10 on historic property inventory forms consistent with DAHP guidance. Abandoned or
11 remnant utilities, no longer in use, will be documented as an archaeological resource
12 and evaluated pursuant to Stipulation VI of this agreement and if they are NRHP eligible
13 consultation to assess and resolve adverse effects will follow procedures outlined in
14 Stipulations VIII and IX respectively.

15 **XX) Construction Management Plans**

- 16 A. Potential Construction Management Plans requiring Consulting Party review may
17 include but are not limited to: haul routes, construction staging, noise, lighting and
18 glare, vibration, installation of landscaping, natural and/or cultural resources
19 mitigation where adverse effects to historic properties are possible. As design on the
20 project advances, potential effects to historic properties will be regularly assessed
21 pursuant to Stipulation VII. As such, the design and construction contractors are
22 anticipated to develop control plans for these effects. FTA and Sound Transit will
23 share these plans with DAHP, Consulting Tribes, and other Consulting Parties.
24 These plans will be reviewed pursuant to IV. Anticipated plans include:
25 1) Hauling plan(s)
26 2) Construction staging
27 3) Noise
28 4) Lighting and glare
29 5) Vibration monitoring
30 6) Landscaping
31 7) Natural resource mitigation plans

32 **XXI) Inadvertent Discoveries**

- 33 A. Should human remains, funerary objects, sacred objects, or objects of cultural
34 patrimony be discovered at any time prior to or during construction, all ground
35 disturbing activities within at least 50 feet of the discovery location will cease
36 immediately. Sound Transit and its respective contractors shall follow the procedures
37 in the Inadvertent Discovery Plan (Attachment C).
- 38 B. Should archaeological resources be discovered during construction activities, all
39 ground disturbing work within at least 50 feet of the discovery location will cease and
40 Sound Transit and its respective contractors will follow procedures in the Treatment
41 Plan for the discovery of archaeological sites or objects in Attachment C.

42 **XXII) Cultural Resources Orientation**

- 43 A. Prior to construction, Sound Transit shall conduct cultural resources orientation to
44 ensure that all construction-related commitments in this Agreement are properly
45 tracked and executed. This orientation will be directed towards Sound Transit
46 contractors and subcontractors assigned to the Project and responsible for
47 overseeing construction. In addition, Sound Transit shall conduct mandatory

- 1 orientation for the on-site construction managers, supervisors, inspectors, field
2 crews, and archaeological and Tribal monitors, for purposes of awareness and
3 sensitivity to archaeological resources and other cultural resources in the APE.
- 4 B. The purpose of the orientation will be to inform construction management,
5 supervisors, inspectors, and field crews of their role and responsibility to report
6 suspected archaeological resources or human remains encountered during
7 construction activities, and the procedures that must be followed to ensure against
8 further disturbance until the discovery is resolved. The orientation will be based on
9 the process outlined in the Archaeological Monitoring, Identification and Treatment
10 Plan (Attachment C) which includes an inadvertent discovery plan.
- 11 C. Sound Transit SOI-Qualified persons shall develop the specific content, format, and
12 outcomes of the orientation in consultation with FTA and DAHP, Consulting Tribes,
13 and other Consulting Parties (as appropriate).
- 14 D. The first draft of the orientation program will be developed no later than 120 days
15 after the execution of this Agreement.
- 16 E. Up to 2 (two) drafts of the orientation program will be developed and reviewed by
17 DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.

18 **XXIII) Reviewing and Reporting of Agreement Implementation**

- 19 A. Every three (3) months following the execution of this Agreement and until it expires
20 or is terminated, Sound Transit shall provide FTA, DAHP, Consulting Tribes, and
21 other Consulting Parties a summary report detailing work undertaken pursuant to its
22 terms. Subject to the confidentiality requirements in 54 USC § 307103 and 36 CFR §
23 800.11(c), each report shall include an itemized listing of all measures required to
24 implement the terms of this Agreement. Each report shall also include a timetable of
25 activities proposed for implementation within the following reporting period and, as
26 applicable, notices of the initiation of construction for individual construction bid
27 packages.
- 28 B. DAHP, Consulting Tribes, and other Consulting Parties shall review the reports
29 pursuant to the timelines established in Stipulation IV. Sound Transit shall notify the
30 public via the Project website or other publicly accessible format, as appropriate,
31 about the publication of the quarterly reports and that the reports are available for
32 inspection and review upon request. Sound Transit shall share any comments
33 received from the public with DAHP, Consulting Tribes, and other Consulting Parties.
- 34 C. At its own discretion, or at the request of any Signatory, FTA shall convene a meeting
35 to facilitate review and comment on the reports, and to resolve any questions about
36 their content and/or to resolve objections or concerns.

37 **XXIV) Collection and Curation**

38 If archaeological resources are collected, and FTA and Sound Transit, in consultation
39 with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate), determines
40 them to be significant and worthy of preservation, and DAHP agrees, any costs
41 associated with the collection, preparation and curation of artifacts shall be the
42 responsibility of Sound Transit. Sound Transit will ensure that collections are
43 accessioned at a facility meeting the requirements of 36 CFR 79, Curation of Federally
44 Owned or Administered Archaeological Collections, unless otherwise indicated by state
45 or local law. Sound Transit and FTA will consult with DAHP, Consulting Tribes, and other
46 Consulting Parties (as appropriate) on facilities for curation. Per Revised Code of
47 Washington (RCW) 27.53, artifacts recovered from private property are the property of
48 the landowner. Disposition of such artifacts recovered during the project will be

1 determined by FTA in consultation with the landowner. Additional information on curation
2 is included in the Treatment Plan (Attachment C).

3 **XXV) Duration**

- 4 A. This Agreement shall remain in effect from the date of execution for a period not to
5 exceed 10 (10) years. If FTA anticipates that the terms of this Agreement shall not be
6 completed within this timeframe, it shall notify DAHP, Consulting Tribes, and other
7 Consulting Parties in writing at least sixty (60) calendar days prior to this
8 Agreement's expiration date. This Agreement may be extended by the written
9 concurrence of the Signatories.
- 10 B. FTA shall ensure the Agreement is extended if all the stipulations have not been
11 completed. If this Agreement expires and FTA elects to continue with the Project,
12 FTA shall reinitiate Section 106 consultation in accordance with 36 CFR Part 800.
- 13 C. If, prior to the expiration date, FTA determines all the activities subject to this
14 Agreement are completed, including but not limited to implementation of any
15 mitigation measures, then FTA may terminate this Agreement pursuant to
16 Stipulation XXVIII.

17 **XXVI) Dispute Resolution**

- 18 A. Should any Signatory object at any time to any actions proposed or the manner in
19 which the terms of this Agreement are implemented, FTA shall consult with such
20 party to resolve the objection for a period not to exceed fifteen (15) calendar days.
21 This resolution timeframe may be extended by mutual consent between FTA and the
22 Consulting Party, with notification to the DAHP, Consulting Tribes, and other
23 Consulting Parties.
- 24 B. If FTA and DAHP do not agree on the NRHP eligibility of a property, or if FTA and a
25 Tribe that attaches religious and cultural significance to a historic property do not
26 agree on a property's NRHP eligibility, FTA shall submit documentation to the Keeper
27 of the NRHP and request a formal determination of eligibility pursuant to 36 CFR
28 Part 63 and 36 CFR § 800.4(c)(2). The Keeper's eligibility determination shall be
29 considered final.
- 30 C. If FTA and DAHP, Consulting Tribes, or other Consulting Parties do not agree on
31 findings of effect or resolutions of Adverse Effects, FTA shall forward all
32 documentation relevant to the dispute, including FTA's proposed resolution, to DAHP,
33 Consulting Tribes, and other Consulting Parties and the ACHP.
- 34 1) The ACHP shall provide FTA with its advice on the resolution of the objection
35 within thirty (30) days of receiving adequate documentation. Prior to reaching
36 a final decision on the dispute, FTA shall prepare a written response that
37 takes into account any timely advice or comments regarding the dispute from
38 the ACHP and DAHP, Consulting Tribes, and other Consulting Parties and
39 provide them with a copy of this written response. FTA shall then proceed
40 according to its final decision.
- 41 2) If the ACHP does not provide its advice regarding the dispute within thirty (30)
42 days, FTA may make a final decision on the dispute and proceed accordingly.
43 Prior to reaching such a final decision, FTA shall prepare a written response
44 that takes into account any timely comments regarding the dispute from
45 DAHP, Consulting Tribes, and other Consulting Parties and provide them and
46 the ACHP with a copy of such written response.
- 47 D. FTA's responsibility to carry out all other actions subject to the terms of this
48 Agreement that are not the subject of the dispute shall remain unchanged.

1 E. If a member of the public raises an objection in writing pertaining to implementation
2 of this Agreement, FTA shall notify all parties to this Agreement in writing of the
3 objection. Unless otherwise agreed upon, DAHP, Consulting Tribes, and other
4 Consulting Parties have fifteen (15) calendar days to review and provide written
5 comments on the objection to DAHP, Consulting Tribes, and other Consulting
6 Parties. FTA shall consider the objection and take all comments from all parties into
7 consideration in reaching its decision on the objection. Within fifteen (15) calendar
8 days following closure of the comment period, FTA shall render a decision regarding
9 the objection, respond to the objecting party, and proceed according to its decision.
10 FTA's decision regarding resolution of the objection shall be final.

11 **XXVII) Amendments**

12 This Agreement may be amended when such an amendment is agreed to in writing by
13 all Signatories and Invited Signatories. The amendment shall be effective on the date of
14 the final signature by the Signatories and Invited Signatories. Copies of any
15 amendments shall be provided to Consulting Tribes and other Consulting Parties and the
16 ACHP.

17 **XXVIII) Termination**

- 18 A. If all terms of this Agreement have been completed prior to the expiration date, FTA
19 may terminate the Agreement with notification to Signatories, Invited Signatories, and
20 Concurring Parties that the terms of the Agreement have been completed. If any
21 Signatory or Invited Signatory feels Agreement termination is premature, or that the
22 terms of the Agreement have not been met, they shall respond within the timeframes
23 outlined in Stipulation IV.
24 B. Any Signatory or Invited Signatory may terminate this Agreement by providing at
25 least thirty (30) calendar days notice to Consulting Tribes and Consulting Parties.
26 FTA shall consult with the Signatories and Invited Signatories during the thirty (30)
27 calendar day notice period in an attempt to seek agreement on amendments or other
28 actions that would avoid termination.

29 **XXIX) Execution**

- 30 A. This Agreement may be executed in counterparts, with a separate page for each
31 Signatory, Invited Signatory, and Concurring Party. This Agreement shall become
32 effective on the date of the final signature by the Signatories and Invited Signatories.
33 The refusal of any party invited to concur with this Agreement does not invalidate this
34 Agreement. FTA shall ensure each Consulting Party is provided with a fully executed
35 copy of this Agreement and that the final Agreement, updates to appendices, and
36 any amendments are filed with the ACHP.
37 B. Execution of this Agreement by FTA and DAHP, and implementation of its terms is
38 evidence that FTA has taken into account the effects of its Project on historic
39 properties and has afforded the ACHP opportunity to comment pursuant to Section
40 106 of the National Historic Preservation Act.

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SIGNATURE PAGES

To be generated prior to execution

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Attachment A: Area of Potential Effects

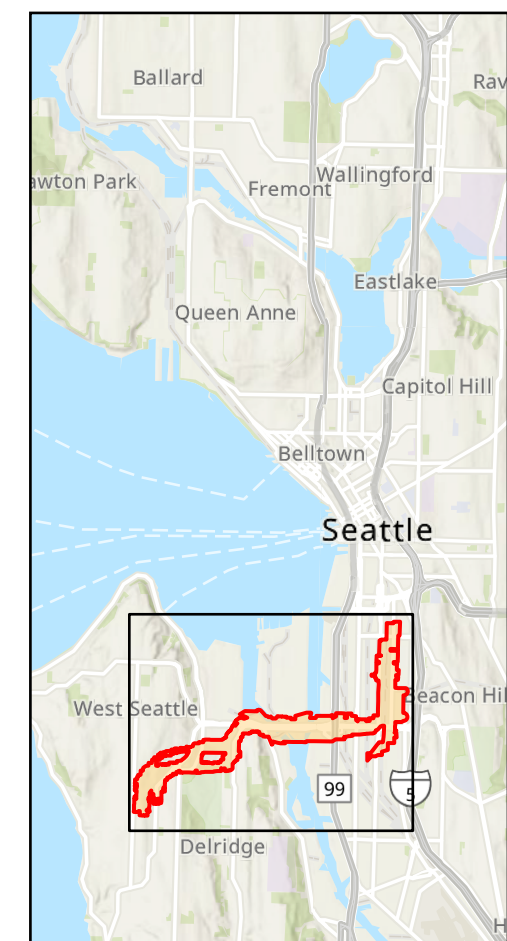
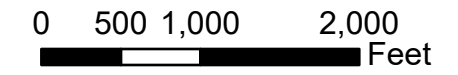
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Area of Potential Effects (APE) for
Sound Transit West Seattle Link
Extension
(July 2024)



- Station
- APE
- Segment Line
- Alternatives**
- Preferred Alternative
- Alternative Profile**
- Elevated
- At-Grade
- Tunnel
- Retained Cut



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Attachment B: NRHP Eligible and Adversely Affected Known Historic Properties

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Segment	WISAARD Number	Property Name	Address	Date Built	Effect
SODO	342325	Lincoln Moving & Storage, Alaska Orient Van Lines Building	1924 4th Avenue South	1966	Not Adversely Affected
SODO	720609	Graybar Electric Company Building	1919 6th Avenue South	1960	Adversely Affected
SODO	720594	Platt Electric Supply Co.	2757 6th Avenue South	1970	Not Adversely Affected
SODO	342236	Holgate Terminals Incorporated	1762 6th Avenue South	1960	Not Adversely Affected
SODO	343198	Mill & Mine Supply Co. Building and Warehouse	625 South Lander Street	1953	Not Adversely Affected
SODO	721855	Northwest Wire Works	2752 6th Avenue South	1947	Not Adversely Affected
SODO	728870	Denny's	2742 4th Avenue South	1968	Not Adversely Affected
Duwamish	Multiple	Spokane Street Manufacturing Historic District	Multiple	1908-1968	Adversely Affected
Duwamish	342274	Seattle Pacific Sales Company Warehouse	3800 1st Avenue South	1968	Not Adversely Affected
Duwamish	45159	Link-Belt Company Property	3405 6th Avenue South	1946	Not Adversely Affected
Duwamish	718431	Viking Automatic Sprinkler Company	3434 1st Avenue South	1964	Not Adversely Affected
Duwamish	720509	Transportation Equipment Rentals Office Building	3443 1st Avenue South	1968	Not Adversely Affected
Duwamish	720510	Transportation Equipment Rentals Maintenance Warehouse	3443 1st Avenue South	1968	Not Adversely Affected
Duwamish	720511	Acme Tool Works	3626 East Marginal Way South	1941	Adversely Affected
Duwamish	721620, 721624, 721625, 721628, 721629	Pacific Forge Company/ Bethlehem Steel Nut and Bolt Factory Historic District	3800 West Marginal Way Southwest	1917 to 1968	Adversely Affected
Duwamish	45086	Fire Station 14	3224 4th Avenue South	1922	Not Adversely Affected
Duwamish	45085	Pacific Hoist and Warehouse Company	3200 4th Avenue South	1931	Not Adversely Affected
Duwamish	342730	Langendorf United Bakeries	2901 6th Avenue South	1952	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Duwamish	720593	Langendorf United Bakeries Repair Garage	2901 6th Avenue South	1955	Not Adversely Affected
Duwamish	38533	A.M. Castle and Company	3640-60 East Marginal Way South	1945	Adversely Affected
Duwamish	38532	Alaskan Copper Works/Eagle Brass Foundry Company	3600 East Marginal Way South	1918	Not Adversely Affected
Duwamish	342160	Pacific Reefer Fisheries	3480 West Marginal Way Southwest	1964	Not Adversely Affected
Duwamish	48502	Alaskan Copper and Brass Company	3223 6th Avenue South	1953	Not Adversely Affected
Duwamish	294616	Single-Family Residence	3842 23rd Avenue Southwest	1914	Not Adversely Affected
Duwamish	722008	NW Motor Parts Corporation Building	2930 6th Avenue South	1951	Not Adversely Affected
Duwamish	721857	M.J.B Coffee Company Warehouse	2940 6th Avenue South	1954	Not Adversely Affected
Duwamish	342997	Alaskan Copper Company Employment Office	2958 6th Avenue South	1941	Adversely Affected
Duwamish	721997	Auto Repair Garage	2958 6th Avenue South	1948	Adversely Affected
Duwamish	340010	Los Angeles-Seattle Motor Express Company	3200 6th Avenue South	1945	Not Adversely Affected
Duwamish	342709	Scientific Supplies Company	600 South Spokane Street	1954	Not Adversely Affected
Duwamish	86871	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Office/ Administrative Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722096	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Maintenance Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722098	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Storage Building	450 South Spokane Street	1931	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Duwamish	722100	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Car/Paint Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722101	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Maintenance/Garage Building	450 South Spokane Street	1959	Not Adversely Affected
Duwamish	342259	Riches & Adams Co./Seattle Opportunities Industrialization Center, Inc.	3627 1st Avenue South	1954	Not Adversely Affected
Duwamish	344061	General Construction Company Office	3840 West Marginal Way Southwest	1931	Not Adversely Affected
Duwamish	725824	Air Mac, Inc.	3838 4th Avenue South	1953	Not Adversely Affected
Duwamish	725825	Warehouse and Office Building	3623 6th Avenue South	1961	Not Adversely Affected
Duwamish	45089	Seattle City Light South Receiving Substation	3839 4th Avenue South	1938	Not Adversely Affected
Duwamish	725921	Seattle City Light South Receiving Substation Switchyard	3839 4th Avenue South	1924	Not Adversely Affected
Duwamish	730783	Seattle City Light Warehouse and Office Building	3613 4th Avenue South	1965	Not Adversely Affected
Duwamish	730784	Seattle City Light South Rectifier Substation	3613 4th Avenue South	1952	Not Adversely Affected
Duwamish	44440	Northern Pacific Railway Bridge Over the West Waterway	South of Spokane Street, near Klickitat Way Southwest	1911	Not Adversely Affected
Duwamish	730874	Spokane Street East and West Towers, Harbor Island-Delridge-West Seattle 230-kilovolt Transmission Line	West Marginal Way Southwest and Spokane Street Southwest	1922	Not Adversely Affected
Delridge	717063	West Seattle Golf Course	4600 35th Avenue Southwest	1936	Not Adversely Affected
Delridge	344641	Bethlehem Pacific Coast Steel Company Office Building	4045 Delridge Way Southwest	1960	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Delridge	721070	Residence	4030 Delridge Way Southwest	1906	Not Adversely Affected
Delridge	38466	Seattle Steel Company/ Bethlehem Pacific Coast Steel Corporation	2424 Southwest Andover Street	1966	Not Adversely Affected
Delridge	47869	Mrachke & Son	3860 – 3864 Delridge Way Southwest	1930	Not Adversely Affected
Delridge	376099	Single-Family Craftsman Residence	4108 25th Avenue Southwest	1907	Not Adversely Affected
Delridge	721178	Single-Family Residence	4139 25th Avenue Southwest	1909	Not Adversely Affected
Delridge	418305	Contemporary Ranch House	4150 32nd Avenue Southwest	1959	Not Adversely Affected
Delridge	335189	Kirlow Four-Plex	3074 Southwest Avalon Way	1967	Not Adversely Affected
Delridge	287692	Residence	4017 23rd Avenue Southwest	1907	Not Adversely Affected
Delridge	300990	Residence	4044 32nd Avenue Southwest	1925	Not Adversely Affected
Delridge	721984	Cettolin House	4022 32nd Avenue Southwest	1928	Adversely Affected
Delridge	730028	Single-Family Residence	4019 Fauntleroy Way Southwest	1931	Not Adversely Affected
Delridge	730040	Single-Family Residence	4032 35th Avenue Southwest	1932	Not Adversely Affected
West Seattle Junction	719318	Limcrest Apartments	3600 Southwest Genesee Street	1956	Not Adversely Affected
West Seattle Junction	720871	Carlsen & Winquist Auto	4480 Fauntleroy Way Southwest	1946	Not Adversely Affected
West Seattle Junction	720875	West Seattle Brake Service	4464 37th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	720988	Jim's Shell Service	4457 Fauntleroy Way Southwest	1965	Not Adversely Affected
West Seattle Junction	420560	Residence	4407 38th Avenue Southwest	1924	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
West Seattle Junction	721552	Campbell Building	4554 California Avenue Southwest	1918	Not Adversely Affected
West Seattle Junction	721486	Alaska House	4545 42nd Avenue Southwest	1979	Not Adversely Affected
West Seattle Junction	343799	Wardrobe Cleaners	4500 Fauntleroy Way Southwest	1949	Not Adversely Affected
West Seattle Junction	365276	Craftsman Bungalow	4015 Southwest Hudson Street	1906	Not Adversely Affected
West Seattle Junction	442141	Contemporary Ranch House	3221 Southwest Genesee Street	1959	Not Adversely Affected
West Seattle Junction	338613	Golden Tee Apartments	3201 Southwest Avalon Way	1967	Not Adversely Affected
West Seattle Junction	303008	Single-Family Residence	4157 38th Avenue Southwest	1956	Not Adversely Affected
West Seattle Junction	338612	Golden Tee Apartments	3211 Southwest Avalon Way	1967	Not Adversely Affected
West Seattle Junction	679043	Bartell Drugs	4548 California Avenue Southwest	1929	Not Adversely Affected
West Seattle Junction	334059	Chinook Apartments	4431 37th Avenue Southwest	1959	Not Adversely Affected
West Seattle Junction	365104	Residence	4446 40th Avenue Southwest	1908	Not Adversely Affected
West Seattle Junction	343495	West Seattle Bowl	4505 39th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	343979	Venable and Wing Law Office	4826 California Avenue Southwest	1963	Not Adversely Affected
West Seattle Junction	721512	Residence	5011 41st Avenue Southwest	1925	Not Adversely Affected
West Seattle Junction	278849	Residence	4115 Southwest Hudson Street	1913	Not Adversely Affected
West Seattle Junction	654505	Residence	4426 38th Avenue Southwest	1932	Not Adversely Affected
West Seattle Junction	721838	J.C. Penney/Russell Building	4520 California Avenue Southwest	1926	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
West Seattle Junction	721839	Marier Foto Studio	4528 California Avenue Southwest	1928	Not Adversely Affected
West Seattle Junction	722760	Single-Family Residence	4714 38th Avenue Southwest	1939	Not Adversely Affected
West Seattle Junction	722762	Single-Family Residence	4755 38th Avenue Southwest	1957	Not Adversely Affected
West Seattle Junction	723076	Apartment Complex	4821 Fauntleroy Way Southwest	1957	Not Adversely Affected
West Seattle Junction	723077	Apartment Complex	4821 Fauntleroy Way Southwest	1957	Not Adversely Affected
West Seattle Junction	729979	Single Family Residence	4039 36th Avenue Southwest	1953	Not Adversely Affected
West Seattle Junction	729980	Single Family Residence	4045 36th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	730016	Single Family Residence	4109 38th Avenue Southwest	1919	Not Adversely Affected
West Seattle Junction	730017	Single Family Residence	4111 38th Avenue Southwest	1919	Not Adversely Affected
Multiple	708606	Seattle and Walla Walla Railroad/Puget Sound Shore Railroad Company/Seattle, Lake Shore and Eastern Railroad/Northern Pacific Railway Black River Junction to the Lake Washington Ship Canal	Railroad Right of Way from Black River Junction near Renton to Lake Washington Ship Canal in Interbay	1883	Not Adversely Affected

**Attachment C: Archaeological Investigations, Monitoring, and Treatment Plan and
Inadvertent Discovery Plan**

This document is in preparation and will be reviewed by Consulting Tribes and will be subject to the confidentiality requirements in 54 USC § 307103 and 36 CFR § 800.11(c).

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