Historic Bridge Programmatic Agreements: Best Practices and Examples

Programmatic Agreements (PAs) are an effective tool for developing and documenting procedures and strategies for managing historic bridges. Many states have executed PAs that outline the process for complying with federal regulations for cultural resources, including bridges, and that facilitate implementation of historic bridge programs. In July 2014 Mead & Hunt, Inc. prepared a report entitled *Historic Bridge Rehabilitation and Approaches to Programmatic Agreements: Summary and Analysis of Current Practices Nationwide* for the Minnesota Department of Transportation that highlighted several aspects of existing PAs, including their applicability to non-state-owned historic bridges, the process for evaluating alternatives, and the feasibility of rehabilitation, funding, public outreach, and education. The full report is available here: [http://www.meadhunt.com/data/publications/HistoricBridgeRehabandPA_CurrentPracticesNationwide.pdf](http://www.meadhunt.com/data/publications/HistoricBridgeRehabandPA_CurrentPracticesNationwide.pdf).

This document serves as supplementary information to the 2014 report. Attachment A includes a table of best practices for a number of different issues and how they are addressed by various states in their respective PAs. Indexed below are examples of executed PAs from throughout the nation that pertain to cultural resources in a general sense, including bridges, with guidance on complying with federal regulation and implementing the Federal-Aid Highway Program. A select few focus specifically on the management of historic bridges with agreed-upon guidance for meeting regulatory requirements on historic bridge projects. Examples of these bridge-specific PAs are included in Attachment B and are linked in the index below.

### Index to Programmatic Agreement Examples

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<thead>
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<th>State</th>
<th>Agreement</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>California</td>
<td>First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, As It Pertains to the Administration of the Federal-Aid Highway Program in California</td>
<td>2013</td>
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<tr>
<td>Colorado</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation and the Colorado State Historic Preservation Officer Regarding Management and Preservation of Colorado Historic Bridges</td>
<td>2003</td>
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<tr>
<td>Indiana</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Indiana Department of Transportation, the Indiana State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Management and Preservation of Indiana’s Historic Bridges</td>
<td>2006</td>
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<tr>
<td>Iowa</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Iowa Department of Transportation, the Iowa State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Implementation of Federal-Aid Transportation Projects in the State of Iowa</td>
<td>2012</td>
</tr>
<tr>
<td>Maine</td>
<td>Programmatic Agreement Among Federal Highway Administration, Federal Transit Administration, the Advisory Council on Historic Preservation, the Maine State Historic Preservation Officer, and Maine Department of Transportation, Regarding Implementation of the Federal Aid Highway and Federal Transit Programs in Maine</td>
<td>2004</td>
</tr>
<tr>
<td>State</td>
<td>Agreement</td>
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<tr>
<td>Maryland</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Maryland State Highway Administration, the Advisory Council on Historic Preservation and the Maryland State Historic Preservation Officer regarding SHA's Historic Highway Bridges in Maryland</td>
<td>2009</td>
</tr>
<tr>
<td>Minnesota</td>
<td>Programmatic Agreement Concerning Pre-1956 Historic Bridges Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the Minnesota State Historic Preservation Officer, the Department of the Army, Corps of Engineers, St. Paul District and the Minnesota Department of Transportation</td>
<td>2006</td>
</tr>
<tr>
<td>Montana</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Montana Department of Transportation, the Advisory Council on Historic Preservation and the Montana State Historic Preservation Office regarding Historic Roads and Bridges Affected by Montana Department of Transportation Undertakings in Montana</td>
<td>2009</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the New Mexico Department of Transportation, and the New Mexico Historic Preservation Division Regarding Management and Preservation of NMDOT Owned Historic Bridges AND First Amended Programmatic Agreement among the Federal Highway Administration, the New Mexico Department of Transportation, the Advisory Council on Historic Preservation, and the New Mexico State Historic Preservation Officer regarding Implementation of the Federal-Aid Highway Program in New Mexico</td>
<td>2006</td>
</tr>
<tr>
<td>New York</td>
<td>Programmatic Agreement Concerning Bridges Over the National Register Eligible New York State Canal System</td>
<td>2001</td>
</tr>
<tr>
<td>North Dakota</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the North Dakota Department of Transportation, and Fort Peck Assiniboine &amp; Sioux Tribes; Turtle Mountain Band of Chippewa Indians; Mandan, Hidatsa, and Arikara Nation; Spirit Lake Dakota Nation; Sisseton-Wahpeton Oyate; Standing Rock Sioux Tribe; Northern Cheyenne Tribe; and Crow Tribe Regarding Implementation of Tribal Consultation Requirements of the National Historic Preservation Act for the Federal Transportation Program in North Dakota</td>
<td>2006</td>
</tr>
<tr>
<td>Ohio</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the State Historic Preservation Office, and the State of Ohio, Department of Transportation regarding Implementation of the Federal-Aid Transportation Program in Ohio (Agreement No. 16734)</td>
<td>2011</td>
</tr>
<tr>
<td>Oregon</td>
<td>A Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the Oregon State Historic Preservation Office and the Oregon Department of Transportation Regarding Implementing Section 106 of the National Historic Preservation Act for the Federal-Aid Highway Program in Oregon</td>
<td>2011</td>
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<tr>
<td>Pennsylvania</td>
<td>Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the Pennsylvania State Historic Preservation Officer, and the Pennsylvania Department of Transportation Regarding Implementation of the Federal Aid Highway Program in Pennsylvania</td>
<td>2010</td>
</tr>
<tr>
<td>State</td>
<td>Agreement</td>
<td>Date</td>
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</tr>
<tr>
<td>Texas</td>
<td><em>First Amended Programmatic Agreement Among the Federal Highway Administration, the Texas Department of Transportation, the Texas State Historic Preservation Officer, the Advisory Council on Historic Preservation Regarding the Implementation of Transportation Undertakings</em></td>
<td>2005</td>
</tr>
<tr>
<td>Utah</td>
<td><em>Second Amended Programmatic Agreement Among the Federal Highway Administration, the Utah State Historic Preservation Officer, the Advisory Council on Historic Preservation, the United States Army Corp of Engineers, Sacramento District, and the Utah Department of Transportation Regarding Section 106 Implementation for Federal-Aid Transportation Projects in the State of Utah</em></td>
<td>2013</td>
</tr>
<tr>
<td>Vermont</td>
<td><em>Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the Vermont Agency of Transportation, the Vermont State Historic Preservation Officer, the Vermont Agency of Natural Resources, and the Vermont Agency of Commerce and Community Development Regarding Implementation of a Program for Projects Involving Historic Bridges</em></td>
<td>1998</td>
</tr>
<tr>
<td>Washington</td>
<td><em>Programmatic Agreement Among the Federal Highway Administration, the U.S. Forest Service, the Washington State Department of Transportation, the Washington State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding the Federal-Aid Highway Program in Washington</em></td>
<td>2012</td>
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</tbody>
</table>
Attachment A. Programmatic Agreements Summary of Best Practices
# Attachment A

## Programmatic Agreements Summary of Best Practices

<table>
<thead>
<tr>
<th>Framework, Procedural, and Administrative</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicability Statement</td>
<td>PA to apply to all FHWA undertakings under federal aid transportation program.</td>
</tr>
<tr>
<td>Party Responsible for PA Implementation</td>
<td>Delegate to DOT; specify that cultural resources professionals are responsible for implementation.</td>
</tr>
<tr>
<td>Termination</td>
<td>Do not specify end date; allow parties to agree to terminate anytime.</td>
</tr>
<tr>
<td>Dispute Resolution</td>
<td>Specify consultation sequence for resolution; starting with FHWA consultation with objecting party. If no resolution, provide for ACHP involvement.</td>
</tr>
<tr>
<td>Annual Reporting</td>
<td>Require annual reports to include stipulation-by-stipulation accounting of PA implementation.</td>
</tr>
<tr>
<td>Emergency Treatments</td>
<td>Permit FHWA to respond without following usual requirements if Governor declares disaster; require FHWA Damage Survey Report to be prepared. Agency coordination may occur after repair work is complete if necessary. Consultation to be expedited to 7 days.</td>
</tr>
<tr>
<td>Archeological Resources</td>
<td>FHWA responsible for compliance with Section 106 of NHPA; archeological resources not addressed by Programmatic Agreement.</td>
</tr>
</tbody>
</table>

## Preservation Plans, Mechanisms and Treatments

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<tr>
<td>Preservation/Management Plan Development</td>
<td>Individual management plans for Preservation-Priority bridges.</td>
</tr>
<tr>
<td>DOT provides maintenance checklists for bridges covered by individual plans to SHPO and FHWA.</td>
<td>Minnesota</td>
</tr>
<tr>
<td>Rehabs must meet Secretary of Interior’s Standards.</td>
<td>Montana</td>
</tr>
<tr>
<td>Plans to be provided to bridge owners.</td>
<td>Ohio</td>
</tr>
<tr>
<td>Consider periodic management plan updates.</td>
<td>Virginia</td>
</tr>
<tr>
<td>Develop General Management Plan with guidance for maintenance/rehabilitation by bridge type</td>
<td>Minnesota Maryland</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Treatments for Historic Bridges</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select/Priority bridges: FHWA, with DOT and owner develop purpose/need statement and alternatives; rehab for vehicular use is preferred; evaluate one-way pairing; if rehab is not feasible/prudent, must be bypassed or relocated. No FHWA projects can include demolition of Select/Priority bridges.</td>
<td>Indiana</td>
</tr>
<tr>
<td>Non-Select/Non-Priority bridges: Similar to above, except bridge owner markets for re-use; and considers storage or salvage of elements. Process includes public notice, signage and web-site posting. If no ownership party steps up, bridge may be demolished. FHWA is responsible for measures to minimize harm.</td>
<td>Indiana</td>
</tr>
<tr>
<td>Add “Standards for Rehabilitation of Bridges on Low-Volume Roads” to DOT design manual; use in evaluating when rehabilitation is technically feasible and prudent (cost effective).</td>
<td>Indiana</td>
</tr>
<tr>
<td>Provide design criteria exemptions for historic bridges; develop guidelines for exemptions.</td>
<td>Minnesota</td>
</tr>
<tr>
<td>Historic Bridge Inventories</td>
<td></td>
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<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Eligibility results</td>
<td>Provide definitive list of eligible and non-eligible bridges (historic bridge list)</td>
</tr>
<tr>
<td>Updating</td>
<td>At least every 10 years, FHWA, DOT and SHPO re-evaluate and determine if review of post-1965 bridges is needed.</td>
</tr>
<tr>
<td>New Information</td>
<td>Include provision in PA for dealing with new information learned regarding potential eligibility.</td>
</tr>
<tr>
<td>Dissemination</td>
<td>Append list of eligible and non-eligible bridges in state to PA and distribute lists to bridge owners.</td>
</tr>
</tbody>
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<tr>
<th>Funding, Education, Outreach and Expertise</th>
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<tbody>
<tr>
<td>Funding</td>
</tr>
<tr>
<td>Fund maintenance for historic locally owned bridges that are in highway use.</td>
</tr>
<tr>
<td>Education and Training</td>
</tr>
<tr>
<td>Present historic bridge preservation information at forums such as preservation and bridge engineering conferences.</td>
</tr>
<tr>
<td>Sponsor historic bridge workshop for local bridge owners.</td>
</tr>
<tr>
<td>Provide education presentation and/or training to local agencies for their use.</td>
</tr>
<tr>
<td>Outreach</td>
</tr>
<tr>
<td>Present awards for rehabilitation, preservation and re-use.</td>
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<thead>
<tr>
<th>Mitigation Practices</th>
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<td>Off-Site Mitigation</td>
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<td>Bridge Marketing/Adopt-A-Bridge Program</td>
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<td>Public Education</td>
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</table>
Attachment B. Programmatic Agreement Examples
PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE COLORADO STATE HISTORIC PRESERVATION OFFICER,
AND THE COLORADO DEPARTMENT OF TRANSPORTATION
REGARDING
COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC
PRESERVATION ACT, AS IT PERTAINS TO THE ADMINISTRATION OF
THE FEDERAL- AID HIGHWAY PROGRAM IN COLORADO

WHEREAS the Federal Highway Administration (FHWA) is the “Agency Official” responsible for compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (16 United States Code [U.S.C.] 470s) and the implementing regulations 36 Code of Federal Regulations (CFR) 800; and

WHEREAS the Colorado Department of Transportation (CDOT) administers federal aid highway projects throughout the state of Colorado;

WHEREAS the responsibilities of the Colorado State Historic Preservation Officer (SHPO) under Section 106 of the NHPA and 36 CFR 800 are to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time; and

WHEREAS, FHWA has determined that implementation of the federal aid program (Program) in Colorado may have an effect upon properties included on or eligible for inclusion on the National Register of Historic Places (NRHP), hereafter referred to as historic properties, and has consulted with the Colorado SHPO and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR 800.14(b); and

WHEREAS, FHWA has solicited the participation of Colorado Preservation Incorporated, the Mountain/Plains Regional Office of the National Trust for Historic Preservation, the Colorado Council of Professional Archaeologists, the Colorado Municipal League, Colorado Counties Incorporated, and forty-two federally-recognized Native American tribes (as listed in Attachment 5) pursuant to 800.14(b)(2)(i); and

WHEREAS, neither of Colorado’s resident Native American tribes, the Ute Mountain Ute Tribe and the Southern Ute Indian Tribe, are signatories to this agreement, the provisions outlined herein do not apply to tribally-owned lands within the state; and

WHEREAS, pursuant to the consultation conducted under 36 CFR 800.14(b), the signatories have developed this Programmatic Agreement (Agreement) in order to establish an efficient and effective program alternative for taking into account the effects of the Program on historic properties in Colorado and for affording the Council a reasonable opportunity to comment on undertakings covered by this Agreement; and

WHEREAS, CDOT has participated in the consultation and is a signatory to this Agreement; and

WHEREAS, this Agreement shall replace the previous Memorandum of Understanding between SHPO and CDOT Regarding Section 106 and State Register Act Procedures (March 14, 1996), the Programmatic Agreement among FHWA, Council, SHPO, and CDOT Regarding Minor Highway Improvement Projects (February 15, 1991), the Memorandum of Understanding Between the Colorado
Department of Highways, the Colorado State Historic Preservation Officer Regarding Cultural Resource Investigations (January 3, 1989), and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, and the Colorado State Historic Preservation Officer Regarding Management and Preservation of Colorado Historic Bridges (July 16, 2003).

NOW THEREFORE, FHWA, SHPO, Council, and CDOT agree that the review of FHWA undertakings in the State of Colorado shall be administered according to the following stipulations.

STIPULATIONS

I. Applicability

A. This agreement shall apply to all FHWA undertakings administered under its Program in Colorado for which FHWA is the lead agency, including transportation enhancement projects, and all actions that require a federal approval or permit, whether or not federal funds have been committed to the action. This agreement shall not apply to undertakings that occur on or affect tribal lands as defined in 36 CFR 800.16(x). Unless otherwise noted, tribal lands are all Indian owned lands within the exterior boundaries of any Indian reservation. For such undertakings, FHWA shall follow the procedures in 36 CFR 800.

II. General Requirements

A. Delegation. FHWA has the responsibility for ensuring compliance with Section 106 of the NHPA and 36 CFR 800. By this agreement, however, FHWA authorizes CDOT to initiate, facilitate, and in most cases, conclude consultation with the SHPO and consulting parties for purposes of compliance with Section 106 of the NHPA. This authority cannot be delegated to project sponsors, consultants, or any other party. FHWA remains responsible for all Section 106 determinations made pursuant to this Agreement.

B. Professional Qualifications Standards. All actions prescribed in this Agreement that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or that involve the reporting or documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons meeting the Secretary of the Interior’s Professional Qualification Standards as published in 36 CFR 61. Consultants working on projects on behalf of FHWA and CDOT must also meet these standards.

C. Definitions

1. For the purposes of this agreement, the definitions provided in 36 CFR 800.16(a) through (z) shall apply.

2. There are three classes of action defined in the Council on Environmental Quality regulations (40 CFR 1500) that implement the National Environmental Policy Act (NEPA): Categorical Exclusion (CE), Environmental Assessment (EA), and Environmental Impact Statement (EIS).

III. Initiation of Section 106 Process

For all FHWA undertakings reviewed pursuant to this agreement, FHWA and CDOT shall observe the following requirements:
A. Identification of Consulting Parties:
1. As early as possible in the Section 106 process and in accordance with 36 CFR 800.2(e)(3 and 5) and 800.3(f), CDOT shall identify Native American tribes (Tribes), Certified Local Governments (CLG), Historic Preservation Commissions (HPC), and other parties with a demonstrated interest that might want to participate in the Section 106 process for the project. When a CLG or HPC is not in place, CDOT will contact the City or County in which the project is located to determine the appropriate consulting party. A list of these parties shall be provided to SHPO for review and suggested additions. CDOT shall contact the Mountains/Plains Office of the National Trust for Historic Preservation and Colorado Preservation Inc., and solicit their participation in the Section 106 process as appropriate.¹
2. Initiation of consultation with federally recognized Tribes will be undertaken by FHWA (see Stipulation III (B) below).
3. If the scope of the undertaking requires Section 106 consultation, CDOT shall send to all other potential consulting parties a letter that includes the project description, a description of efforts to identify historic properties, and an invitation to participate in the Section 106 process. Parties who provide a written response indicating a demonstrated interest in the project shall be included as official consulting parties.²
4. CDOT shall submit the written comments of the Tribes, CLG, HPC, or other consulting parties, if provided, to the SHPO.

B. Consultation with Native American Tribes:
1. FHWA shall retain ultimate responsibility for complying with all federal requirements pertaining to government-to-government consultation with federally recognized Tribes. However, FHWA has delegated facilitation of day-to-day tasks related to tribal consultation to CDOT. Notwithstanding any other provision of this stipulation, FHWA shall honor the request of any Tribe for government-to-government consultation regarding an undertaking covered by this Agreement.
2. If the scope of the undertaking requires Section 106 consultation, and in accordance with 36 CFR 800.3(f)(2), any Tribes that might attach religious and cultural significance to historic properties in the APE shall be identified by CDOT and invited by FHWA to be consulting parties.³
3. CDOT shall ensure that consultation with Tribes is initiated early in the project planning process to identify cultural, confidentiality, or other concerns and to allow adequate time for consideration.
4. CDOT shall ensure that consultation with Tribes continues throughout the Section 106 review process prescribed by this Agreement whenever such tribes express a concern about an undertaking or about historic properties that may be affected by an undertaking.

C. Public Involvement:
1. CDOT shall seek and consider the views of the public in a manner that is consistent with 36 CFR 800.2(d)(1-2), 800.3(e), 800.8, and 800.11(c) (1 and 3). In most cases, CDOT will rely on its process for identifying consulting parties as outlined in Stipulation III (A) of this Agreement to find groups and individuals at the local level who can represent the larger public interest in historic properties issues. Pursuant to 36 CFR 800.8, CDOT will also use the NEPA process to involve the public in review of projects involving historic

¹ Typically, when projects are documented by an EA or EIS, CDOT follows this protocol.
² See Footnote #1.
³ Typically, Tribal Consultation is conducted only when projects are documented by an EA or EIS.
properties issues, provided the NEPA documentation includes sufficient information. As appropriate, additional public involvement may be warranted to consult with the public and/or consulting parties (including federally recognized Native American Indian tribes) to resolve project effects on historic properties.

D. Establishing the Area of Potential Effects (APE)
CDOT shall follow the procedures in 36 CFR 800.4(a) to determine and document the project APE as defined in 36 CFR 800.16(d) and as outlined in Attachment 1, which summarizes CDOT practices regarding delineation and consultation on APE.

1. For large or complex projects, CDOT shall consult with SHPO staff and present a proposed APE boundary for the project. Following this consultation, CDOT shall send a map, graphic, and/or written description of the APE to SHPO requesting comments on the boundary.\(^4\)

2. For smaller scale projects, a separate meeting with SHPO to discuss APE is not necessary. In lieu of a meeting, a detailed justification for and map of the APE boundary shall be included along with the survey report and other Section 106 documentation for the project.\(^5\)

3. CDOT shall afford identified consulting parties an opportunity to comment on the APE for all projects.

4. CDOT shall consider requests by SHPO or consulting parties to expand or adjust APE boundaries but reserves the right to determine the appropriate boundary for the undertaking.

E. Exempted Categories.
1. Pursuant to 36 CFR 800.3(a)(1), if CDOT determines that an undertaking is a type of activity that does not have the potential to affect historic properties, then the Section 106 process is complete and no consultation with SHPO is required. CDOT has identified in Attachment 2, Screened Undertakings, a list of project types whose effects to historic properties are foreseeable, likely to be minimal or not adverse, or will have no effect at all.

2. Any undertakings that meet the screening requirements will be documented in the project file and will cite this stipulation of the Agreement along with the project number, and a description of the activity or project type listed in Attachment 2. These findings will be included in the Section 106 Tracking Report prepared pursuant to XIII (B) of this Agreement.

IV. Identification and Evaluation of Historic Properties

A. Project Specific Evaluations
1. Identification of Historic Properties. In accordance with 36 CFR 800.4(a)(2-4) and 36 CFR 800.4(b), CDOT shall identify historic properties that may be located within an undertaking's APE. CDOT shall determine the appropriate scope and type of identification efforts based on the magnitude of the project, the nature and extent of its potential effects on historic properties, and the likely nature of historic properties within the project area. CDOT shall consult formally or informally with SHPO to determine the level of effort to identify historic properties and associated survey methodology.
   i. Previously Documented Properties:

---
\(^4\) Typically, when projects are documented by an EA or EIS, CDOT follows this protocol.
\(^5\) Typically, when projects are documented by a CE, CDOT follows this protocol.
a. Properties Determined Eligible. If the property has been determined eligible within the past five years or is listed on the NRHP, CDOT may rely on the previous determination without review by the SHPO unless alterations to the property’s integrity warrant reevaluation. If the property has been determined eligible or was listed on the NRHP and it has been over five years since the property was initially recorded, CDOT shall conduct a reevaluation of the property and provide appropriate documentation to SHPO and the consulting parties. Properties that are eligible or listed on the State Register of Historic Places (SRHP), shall be evaluated for eligibility to the NRHP.

b. Properties Determined Not Eligible. If the property has been determined officially not eligible, CDOT may rely on the previous determination without review by SHPO unless alterations to the property’s integrity warrant reevaluation. In instances where a property was less than 50 years old when it was determined not eligible, but is now more than 50 years old, CDOT will complete a reevaluation form for that property.

c. Properties that have been documented as field eligible or field not eligible will be evaluated for eligibility to the NRHP.

B. Newly Identified Properties: For all newly-identified properties that will be intensively surveyed within the APE, CDOT shall apply the National Register Criteria (36 CFR 60.4). CDOT shall make an eligibility determination pursuant to 36 CFR 800.4(c) and shall provide the appropriate documentation to SHPO and the consulting parties for review and comment.

C. Linear Resources: Because linear resources (e.g., irrigation ditches and canal systems, storm sewers, functioning and abandoned railroad grades, exposed and subsurface trolley systems, abandoned road segments, functioning highways, and trails) present unique challenges with regard to identification and evaluation, CDOT has developed guidelines as outlined in Attachment 3 of this Agreement. CDOT shall evaluate linear resources in accordance with these guidelines.

D. Historic Bridge Inventories

1. In accordance with the Highway Bridge and Rehabilitation Program (23 USC 144(c) (2)), CDOT shall conduct historic bridge inventories to identify and evaluate highway bridges in Colorado for National Register eligibility. The scope of these studies shall vary, but typically will address structures owned by CDOT, a specific chronological period in the state’s bridge development, and will result in the completion of a Multiple Property Documentation Form that includes a historic context, registration requirements, and property types associated with bridges in the study. CDOT shall consult with SHPO regarding the appropriate time frame between studies, the scope and methodology for bridge inventories, and shall submit bridge inventories for SHPO review and concurrence. Once the results of the historic bridge inventories have been accepted by SHPO, the following consultation protocol shall be followed:

   i. Non-Eligible Bridges: For projects involving bridges in past and future historic bridge inventories determined not eligible in consultation with SHPO, CDOT can proceed without SHPO consultation and concurrence. CDOT shall not be required to re-evaluate structures determined not eligible as part of previous historic bridge inventories. CDOT history staff shall document these internal project clearances in a written memorandum and shall include these in the
Section 106 Tracking Report outlined in Stipulation XIII (B) of this Agreement.

ii. Eligible or Listed Bridges: Projects involving bridges determined listed or eligible to the NRHP in past and future historic bridge inventories shall be treated in accordance with 36 CFR 800 and shall require consultation with SHPO and appropriate consulting parties, except for certain types of activities as outlined in Attachment 2, Screened Undertakings (Bridges). Projects involving the activities outlined in Attachment 2 shall be evaluated and approved by the CDOT history staff per the guidelines in Attachment 2. CDOT history staff shall include these projects in the Section 106 Tracking Report outlined in Stipulation XIII(B) of this Agreement.

iii. Consultation with local governments and organizations: CDOT shall notify the appropriate local governments, local historical societies or commissions, or other preservation organizations of replacement projects for bridges over 50 years of age that have been determined eligible in statewide bridge inventories.

E. Interstate Highway Exemption. The Advisory Council on Historic Preservation’s “Exemption Regarding Historic Preservation Review Process for Effects to the Interstate Highway System” went into effect on March 10, 2005. This exemption releases all Federal Agencies from the Section 106 requirement for taking into account the effects of their undertakings on the Interstate System, with the exception of a limited number of individual elements associated with the system. The exceptions within the State of Colorado are listed in Attachment 4 of this Agreement. For all other elements of the Interstate System, Section 106 consultation is not necessary. Per the Exemption, CDOT will only conduct Section 106 consultation on the properties identified as exceptions to the exemption.

F. Consultation with SHPO

1. Projects that involve properties less than 50 years of age do not require review by the SHPO, unless the property has the potential to qualify for eligibility under National Register Criteria Consideration G as set out in National Register Bulletin #15, “How to Apply the National Register Criteria for Evaluation”.

2. Projects involving properties that have been determined within a five year period prior to the initiation of the project to be ineligible for the National Register of Historic Places or the State Register of Historic Places, as appropriate, do not require consultation with the SHPO. This includes properties evaluated by CDOT as well as other state and federal agencies (e.g. those listed in the COMPASS database). This assumes that the eligibility determination has been concurred with by SHPO.

3. Projects that have met the criteria of screened projects as outlined in Attachment 2 of this agreement do not require consultation with the SHPO.

4. When an archeological survey for an undertaking identifies no archaeological resources or where only isolated finds are identified, a report will be submitted to the SHPO for information purposes only. In these cases, no consultation with SHPO or the consulting parties is necessary provided the undertaking has been reviewed by the CDOT Senior Staff Archaeologist.

5. In cases where an archeological investigation for an undertaking identifies archaeological resources other than isolated finds, CDOT shall consult with the SHPO and consulting parties as outlined in 36 CFR 800.4.
V. Findings of Effect

A. Finding of No Historic Properties Affected. If CDOT finds that there are no historic properties present, or there are historic properties present but the undertaking will have no effect on them as defined in 36 CFR 800.16(i), CDOT shall make a finding of “no historic properties affected” and provide supporting documentation to SHPO and the consulting parties as set forth in 36 CFR 800.11(d). CDOT shall request SHPO concurrence on the finding and request comments from the consulting parties on these findings. CDOT may consult with SHPO formally or informally regarding the application of the criteria. A record of these findings shall be included in the Section 106 Tracking Report prepared pursuant to Stipulation XIII(B) of this Agreement.

B. Finding of No Adverse Effect. For any undertaking that includes NRHP listed or eligible properties within an APE that will not be adversely affected by an undertaking, as defined by the Criteria of Adverse Effect set forth in 36 CFR 800.5(a), CDOT shall make a formal finding of “no adverse effect.” CDOT shall submit to SHPO and the consulting parties the finding along with the appropriate supporting documentation. CDOT shall request SHPO concurrence as well as comments from the consulting parties on these findings. CDOT shall consult with SHPO formally or informally regarding the application of the criteria. A record of these findings shall be included in the Section 106 Tracking Report prepared pursuant to Stipulation XIII(B) of this Agreement.

C. Finding of Adverse Effect. For any undertaking that includes NRHP listed or eligible properties that will be adversely affected as defined by 36 CFR 800.5(a), CDOT shall make a formal finding of “adverse effect.” CDOT shall submit to SHPO and the consulting parties this finding along with the appropriate supporting documentation. CDOT shall request SHPO concurrence and comments from the consulting parties on these findings. CDOT shall consult with SHPO formally or informally regarding the application of the criteria. A record of these findings shall be included in the Section 106 Tracking Report prepared pursuant to Stipulation XIII(B) of this Agreement.

D. Effects to National Historic Landmark Districts

1. Per 36 CFR 800.10 (a) and as required by Section 110 (f) of the NHPA (16 U.S.C. 470), when an undertaking may directly and adversely affect an NHL, CDOT shall, to the extent possible, undertake such planning and actions as may be necessary to minimize harm to the NHL and shall afford the Council a reasonable opportunity to comment on the undertaking.
2. CDOT shall request the Council to participate in any consultation to resolve adverse effects on NHL.
3. Per 36 CFR 800.10 (c), CDOT shall notify the Secretary of the Interior of any consultation involving an NHL and invite the Secretary to participate in the consultation where there may be an adverse effect.

E. Resolution of Adverse Effects.

1. Pursuant to 36 CFR 800.6(a), CDOT shall provide to SHPO, FHWA, the Council, and consulting parties copies of documentation for findings of adverse effect. The Council has 15 days to respond to the agency submittal. CDOT shall consult with SHPO, FHWA, the Council (if participating in consultation) and consulting parties on measures to avoid, minimize, or mitigate the adverse effect.
2. If FHWA, CDOT, SHPO and the Council (if participating in consultation) agree on measures to resolve the adverse effect, they shall execute a Memorandum of Agreement
(MOA) in accordance with 36 CFR 800.6(c). When the Council elects not to participate, CDOT shall provide a copy of the executed MOA to the Council pursuant to 36 CFR 800.6(c).

3. If there is failure to resolve adverse effects or FHWA is unable to execute the MOA pursuant to 36 CFR 800.6(c), FHWA will request the Council comment in accordance with 36 CFR 800.7.

4. Mitigation Measures. In addition to working to avoid and minimize effects, CDOT will make an effort to consider a variety of creative mitigation options to address adverse effects to historic properties. These options could include, but are not limited to: archival documentation; educational outreach; interpretive mitigation such as brochures, signage, displays, and developing historic contexts; and other methods of supporting historic preservation efforts, such as funding local preservation projects including surveys and interpretive signage. For bridge replacement projects involving adverse effects to metal truss structures, CDOT will implement its Adopt-a-Bridge program, which advertises truss bridges and solicits proposals for adaptive re-use of these structures.

VI. Treatment of Native American Human Remains and Related Cultural Items

A. Treatment on Non-Federal Lands. Native American human remains and any associated funerary objects, sacred objects, or objects of cultural patrimony encountered during archaeological surveys or excavations within a project APE or exposed during construction activities shall be treated pursuant to the unmarked human graves provision of the Colorado Historical, Prehistorical, and Archaeological Resources Act of 1973, as amended (CRS 24-80-1301ff).

B. Treatment on Federal Lands. Human remains encountered within a project APE on federal land will be subject to the conditions set forth in the Native American Graves Protection and Repatriation Act (NAGPRA; 25 U.S.C. 3002). FHWA does not have any NAGPRA responsibilities because it neither owns lands in the State of Colorado nor acts as a museum as defined in NAGPRA. In such cases, the federal agency with jurisdiction over the property will act as lead agency with regard to meeting NAGPRA obligations.

VII. Documentation Requirements

A. All documentation that supports findings and determinations made under this Agreement shall be consistent with 36 CFR 800.11 and unless otherwise agreed upon, shall be in accordance with the Colorado Office of Archaeology and Historic Preservation’s Colorado Cultural Resource Survey Manual, Guidelines for Identification: History and Archaeology and its subsequent editions and revisions. CDOT shall complete the appropriate Colorado Office of Archaeology and Historic Preservation (OAH) site forms to record resources.

B. Depending on the scope of the project and nature of resources in the APE, CDOT and SHPO shall consult on the use of alternative documentation efforts, including, but not limited to, reconnaissance-level survey, use of abbreviated site forms, site visits, photography, and tabular formats.

C. For projects that involve more than 50 properties, CDOT shall provide SHPO with an electronic table or spreadsheet of resources for use in their review.

D. Documentation, including APE boundaries and eligibility and effects recommendations, prepared by local agencies or consultants in support of findings shall be submitted to CDOT for review and approval. CDOT shall submit all documentation cited herein to SHPO, consulting parties, and when necessary, FHWA. Consultants shall not transmit findings directly to SHPO staff.
E. All documentation prepared under this Agreement shall be kept on file at CDOT and made available to consulting parties and the public as stipulated in this Agreement, consistent with applicable confidentiality requirements.

VIII. Communication with SHPO

A. **Formal Contacts.** Requests requiring a response from SHPO shall be submitted in writing. Submittals may be scanned and sent electronically or faxed to expedite receipt of the materials, but the hard copy version of these materials shall be forwarded to SHPO. SHPO concurrence letters may also be received electronically, followed by the hard copy version. All formal contacts shall be accompanied by a signed letter from CDOT.

B. **Informal Contacts.** Informal contact with SHPO may include telephone conversations, meetings, and electronic mail.

C. **Review Time Frames**
   1. Pursuant to 36 CFR 800.4 and 800.5, SHPO and the consulting parties have 30 calendar days from receipt of the hard copy materials to review all requests from CDOT. If the SHPO does not respond within 30 calendar days, CDOT may assume the SHPO has no comments and proceed to the next step in the process.
   2. CDOT shall notify SHPO in advance when larger project submittals or multiple project submittals are expected. Depending on the scale of the project(s), CDOT and SHPO may negotiate an extended review time frame for the SHPO review.
   3. CDOT may submit requests for eligibility and effects concurrently. Unless otherwise arranged, the review time frame for those submittals is 30 calendar days from receipt of the submittal.
   4. When SHPO requests additional information that will assist in completing review of eligibility and effects, and CDOT has provided that information in a timely manner, SHPO shall complete their review within the original 30-day period. When this is not possible, CDOT and SHPO shall negotiate a revised review time frame.

IX. **Coordination with the National Environmental Policy Act (NEPA)**

A. Pursuant to 36 CFR 800.8(c), CDOT may use the NEPA process and associated documentation for Section 106 purposes provided the following requirements are met:
   1. CDOT shall notify SHPO and the Council of its intent to use the NEPA process in lieu of Section 106 as early as possible in the NEPA process and definitely before any NEPA documents have been released for review by the public.
   2. CDOT shall determine whether a full or partial document substitution is appropriate.
      i. For a full document substitution, CDOT shall use the NEPA document to address all elements of the Section 106 process, including APE consultation, and eligibility and effects determinations. If there are adverse effect determinations, a separate Memorandum of Agreement (MOA) may be executed. If the NEPA document is an EIS, resolution of adverse effects may be completed via the Record of Decision (ROD).
      ii. For a partial substitution, select elements of the Section 106 process shall be included in the NEPA document as determined by FHWA and CDOT, in consultation with SHPO. CDOT shall provide to SHPO, the Council (where appropriate), and consulting parties the NEPA documentation (EA, EIS) along with a cover letter requesting comments and/or concurrence on the Section 106...
determinations outlined in the designated historic preservation chapter of the document.

B. In instances where FHWA and CDOT have determined that a Tier I NEPA evaluation is necessary, CDOT and SHPO shall consult to determine the level of effort necessary to initiate and conduct Section 106 consultation for the project.

X. Phased Approach to Identification, Evaluation, and Findings of Effect

Pursuant to 36 CFR 800.4(b)(2) and 800.5(a)(3), FHWA, in consultation with CDOT, may approve the phased identification, evaluation, and application of the criteria of adverse effect for undertakings covered by the Agreement. Upon FHWA approval, and as specific aspects or locations of an alternative are refined or access gained, CDOT shall proceed with the identification and evaluation of historic properties and with application of the criteria of adverse effect in accordance with applicable provisions of this Agreement.

XI. Post-Review Discoveries

If previously unidentified historic properties, or unanticipated effects, are discovered after CDOT has completed its review under this Agreement, no further construction in the area of the discovery will proceed until the requirements of 36 CFR 800.13 have been satisfied. CDOT shall consult with SHPO and appropriate consulting parties to record, document and evaluate National Register of Historic Places eligibility of the property and the project’s effect on the eligible property. CDOT will also consult with any consulting Indian tribes that may ascribe traditional cultural and religious significance to affected historic properties. If neither the SHPO, consulting parties, nor consulting tribes submit any objection to CDOT’s plan for addressing the discovery within 48 hours, CDOT may carry out the requirements of 36 CFR 800.13 on behalf of FHWA, and the Council need only be notified in the event there is an adverse effect.

XII. Emergency Situations

As defined by 36 CFR 800.12, emergencies are separated into two categories:

A. Disasters or emergencies declared by the President, a tribal government, or the Governor of a State or which respond to other immediate threats to life or property. These occurrences can require emergency highway system/facility repairs that are necessary to 1) protect the life, safety, or health of the public; 2) minimize the extent of damage to the highway system/facilities; 3) protect remaining highway facilities; and/or 4) restore essential traffic. In situations where this definition applies:

1. Repairs can occur regardless of funding category, and regardless of declarations made by federal, state, or local agencies. These emergency repair projects, including temporary traffic operations, are typically undertaken during or immediately following the occurrence that necessitated the action.

2. For repairs made within the first thirty (30) days of the declaration, the processing of environmental documentation will happen concurrently or after the fact. In these cases, CDOT shall comply to the extent possible with the procedures in Stipulations III to V of this Agreement, but reviews will likely be conducted after the emergency work is completed. For projects taking longer than thirty (30) days for repair, CDOT will comply with the procedures in Stipulations III to V of this Agreement.

3. Notification in writing or electronic mail (when appropriate) of an emergency action shall be provided to SHPO within 48 hours of the initial report. The notification will be clearly identified as an emergency situation and shall include an explanation of how the action meets the requirements for emergency as defined herein. The notification shall also include a brief description of the resource(s) involved, the anticipated effect of the
emergency action on the resource(s), and the anticipated time frame available for comment.
4. Work required to restore the damaged resource or facility to its original condition that is beyond the scope of the emergency repair will comply with the procedures in Stipulations III to V of this Agreement. In these situations, CDOT may request an expedited review by SHPO and consulting parties.

B. In accordance with 36 CFR 800.12(d), emergencies that are defined by immediate rescue and salvage operations conducted to preserve life or property such as necessitated by natural disaster or other catastrophic events, are exempt from the provisions of Section 106 and this Programmatic Agreement.

XIII. Administrative Provisions

A. Dispute Resolution. Should any signatory party object in writing to CDOT or FHWA regarding the manner in which the terms of this Agreement are carried out, CDOT shall immediately notify the other signatory parties of the objection and proceed to consult with the objectioning party to resolve the dispute. If CDOT determines that such objection(s) cannot be resolved, it shall request FHWA’s assistance in resolving the objection. If FHWA determines that the objection remains unresolved, FHWA will:
1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within 30 days. Any comment provided by the the Council, and all comments from the parties to this Agreement, shall be taken into account by FHWA in reaching a final decision regarding the dispute.
2. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate information, FHWA may render a decision regarding the dispute. In reaching its decision, FHWA will take into account all comments regarding the dispute from the parties to this Agreement.
3. FHWA and CDOT’s responsibility to carry out all other actions subject to the terms of this Agreement are not subject to the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA’s decision will be final.
4. When requested by any consulting party or member of the public, the ACHP may consider FHWA’s findings under this PA. The provisions of 36 CFR 800.9(a) on public requests to the ACHP will apply.

B. Section 106 Tracking Report.
1. CDOT shall generate a written report that includes, but is not limited to, summaries in tabular form identifying all undertakings and specifying project codes, names, locations, and types, and all findings pursuant to 36 CFR 800 that were processed by CDOT for the calendar year under review pursuant to this Agreement. The report may also contain a narrative description of accomplishments, trends, concerns, recommendations, etc. regarding any aspect of this Agreement.
2. CDOT shall prepare a report of these findings annually following execution of this Agreement. The initial report shall be prepared following completion of the first full calendar year under this Agreement. CDOT shall submit the report for each calendar year to FHWA, SHPO, and the Council no later than March 31 of the following year unless the signatory parties agree to amend the reporting schedule.
3. Memoranda of Agreement (MOA) Reporting Requirements. Unless otherwise specified, reporting requirements shall not be required for individual project MOAs, but rather
status of the MOA activities shall be included in the Annual Report described in this stipulation. CDOT and SHPO shall consult on whether there are project circumstances that warrant separate reporting requirements for individual MOAs.

C. Evaluation of the Programmatic Agreement.
   1. Once this Agreement is executed, CDOT, FHWA, and SHPO shall meet by June 30th of the calendar year to evaluate its effectiveness of the Programmatic Agreement and if warranted, suggest revisions to its stipulations. Prior to these meetings, CDOT, on behalf of FHWA, will notify the Council and it may participate at its discretion. This notification may be done informally (e.g. via e-mail).

D. Amendments
   1. Any signatory party to this Agreement may at any time propose amendments, whereupon all signatory parties shall consider such amendment. An amendment is effective when it is signed by all signatories to this agreement.
   2. Attachments to this Agreement may be individually amended through consultation among the signatory parties without executing a formal amendment. Proposed changes to the attachments may be adopted when CDOT obtains the written consent of the signatory parties to this Agreement, and the revised attachment is transmitted to each signatory.

E. Termination.
   1. Any party to this Agreement may terminate it by providing 30 days written notice to other parties, provided that the parties will consult during the period before termination to seek agreement on amendments or other actions that would avoid termination.
   2. Should consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with that agreement. Should consultations fail, the signatory party proposing termination may terminate this Agreement by promptly notifying the other parties in writing.
   3. In the event of termination, FHWA shall either consult in accordance with 36 CFR 800.14(b) to develop a new Agreement, or comply with 36 CFR Part 800 for individual undertakings.
   4. Beginning with the date of termination, FHWA shall ensure that until and unless a new Agreement is executed for the actions covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR 800.4-800.6.

F. Duration of Agreement. This Agreement shall remain in effect for a period of 10 years after the date it takes effect, unless it is terminated prior to that time. Thereafter, provided there are no objections from the signatory parties, the terms of the Agreement will automatically be extended each year for one year. The extension of the Agreement will be reviewed as part of the annual evaluation of the Programmatic Agreement. If any party objects to extending the Agreement, or proposes amendments, the parties will work together to consider amendments or other actions to avoid termination.

G. Effective Date. This Agreement will take effect following execution by FHWA, SHPO, the Council, and CDOT. Additional attachments or amendments to this Agreement shall take effect on the dates they are fully executed by FHWA, SHPO, the Council, and CDOT.
Execution and implementation of this Programmatic Agreement evidences that FHWA has afforded the Council a reasonable opportunity to comment on the Program and its individual undertakings in Colorado, that FHWA has taken into account the effects of the Program and its individual undertakings on historic properties, and that FHWA has complied with Section 106 of the NHPA and 36 CFR 800 for the Program and its individual undertakings.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION
By: Karla S. Petty, P.E., Colorado Division Administrator
By: ____________________________
Date 4/26/10

COLORADO STATE HISTORIC PRESERVATION OFFICER
By: Edward Nichols, SHPO
By: ____________________________
Date 4/14/10

ADVISORY COUNCIL ON HISTORIC PRESERVATION
By: ____________________________
Date 5/16/2010

COLORADO DEPARTMENT OF TRANSPORTATION
By: Russell George, Executive Director
By: ____________________________
Date 3/9/10
Attachment 1
Guidelines for Consultation on and Delineation of Area of Potential Effects

In accordance with Stipulation III(D) of this Agreement, CDOT, under the authority of FHWA, will establish an Area of Potential Effects (APE) for undertakings covered by this Agreement. The CDOT cultural resources staff (historians and archaeologists) is responsible for describing and establishing an APE and will review any maps or plans that define or redefine an APE.

When the guidelines below are followed, separate consultation with the SHPO regarding APE for minor projects will typically not be necessary. Consultation with the SHPO will always be necessary for large and complex undertakings, when there are issues of access for inventory and evaluation, when there are concerns over delineating whole properties, or when there is public controversy such as potential for litigation, concerns expressed by outside parties, or issues related to Native American consultation.

Elements of the APE
As defined in 36 CFR 800.16(d), an APE is “the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.” The APE boundary is based on the scale and nature of an undertaking and may vary depending on effects caused by the undertaking. Effects to be considered may include, but are not limited to, physical damage or destruction of all or part of a property; physical alterations; moving or realigning a historic property; isolating a property from its setting; change in the visual or audible setting; vibrations; and change in access or use. An APE delineates the boundaries within which it can be reasonably expected that a proposed undertaking has the potential to directly or indirectly affect historic properties, should any be present.

Direct Effects
Depending on the scope of the undertaking and resources in the project area, the APE may be the highway right of way itself, or may extend well beyond the right of way. The APE should include all temporary construction easements, such as slope and drainage easements, storm water detention basins, off-site biological mitigation sites requiring ground disturbance; mandatory borrow and disposal sites, and any permanent easements for maintenance or other purposes. It should also include project-related activity areas such as utility relocations, access roads, equipment storage areas, wetland mitigation or water quality measures, or conservation or scenic easements. The APE should include all direct right-of-way acquisitions, whether they include a full property take or a partial or “sliver” take.

Indirect Effects
An APE should also address indirect effects when warranted. Indirect effects may extend beyond the right of way to encompass the introduction of visual or audible elements; vibrations from construction activities; or change in access or use. Delineation of an APE to include indirect effects must be considered carefully, particularly for potential audible and visual effects, taking into account proximity and use of adjoining properties, the surrounding topography, and other aspects of a property’s setting.

1. Noise: When considering potential noise effects, there must be a reasonable basis for predicting an effect based on an increase over existing noise level. Noise effects should be considered when a project would result in a new through lane or a substantial change in vertical or horizontal alignment. When noise levels are predicted to increase an amount that is perceptible to the human ear, or if the introduction of audible elements has the potential to diminish the integrity of a property’s significant historic qualities, the APE boundary may need to be expanded to include the affected properties.
2. Visual: Highways on new alignments, multi-level structures, and elevated roadways are considered to have potential for visual effects if they could be out of character with or intrude upon a historic property or isolate it from its setting. Mitigation measures such as retaining walls and noise walls may also create visual effects to historic properties. Projects or improvement or expansion of existing transportation facilities that will not substantially deviate from existing alignment or profiles are not expected to involve visual impacts. If circumstances indicate potential for visual effects, consultation with the SHPO may be warranted.

**APE for Archaeological vs. Built Environment**

Different APEs may be established for archaeological and built properties:

1. For archaeological properties, an APE is typically established based on an undertaking’s potential for direct effects from ground-disturbing activities. On occasion, archaeological sites may also have qualities that could be affected indirectly.

2. Buildings, structures, objects, districts, traditional cultural properties, and cultural landscapes are more likely to be subject to indirect as well as direct effects, thus an APE for the built and cultural environment is usually broader than an archaeological APE in order to include the potential for such effects. For instance, the first row of properties beyond the road right of way may be subject to such effects and thus included in an indirect APE when warranted.

While an APE will generally encompass entire properties, physical intrusion such as testing of archaeological sites must be focused on areas subject to reasonably foreseeable effects of the undertaking and should be guided by a project or site-specific research design. Areas of an archaeological site that are unlikely to be affected by an undertaking will not be tested unless compelling reasons to conduct such testing are provided.

**Delineating the APE Boundary**

In delineating an APE, consideration must always be given to an undertaking’s potential effects on a historic property as a whole. If any part of a property may be affected, the APE will generally encompass the entire property including the reasonably anticipated or known boundaries of archaeological sites. However, it is rarely necessary to extend an APE to include entire large districts or landscapes, large rural parcels, extensive functional systems, or long linear features if potential effects on the whole would clearly be negligible. In cases when a fraction of a larger district or linear resource is included in the APE, effort will be made to understand the nature of the entire property outside the APE boundary.

The guiding principle on delineating an APE is that it should be commensurate with, and provide for, an appropriate level of effort to take into account an undertaking’s potential for effects on historic properties.

**General Guidelines**

- In instances where an entire row of properties shall be directly affected and/or acquired as part of a project, the APE may be expanded to include the next row of properties.

- Where preliminary research indicates there are no known or potentially historic properties along the project area, the APE boundary may be contracted closer to the right of way.

- In determining APE boundaries that account for noise effects, CDOT may use information from noise studies to determine the expected degree of noise impacts associated with the project.

In order to encourage consideration of historic properties early in the planning and design of an undertaking, CDOT may identify a larger study area for use in conducting preliminary identification of
historic properties until an APE can be delineated. A study area should encompass all land that could potentially be included in the final APE. Establishing a study area is especially relevant to those undertakings subject to a phased identification and evaluation process.

Changes to the APE
All APE boundaries are considered dynamic. Whenever an undertaking is revised (e.g., design changes, utility relocation, additional off-site mitigation areas), the CDOT historians and/or archaeologists will determine if the changes require modifying the APE. If an APE proves to be inadequate, CDOT is responsible for informing SHPO and consulting parties in a timely manner of needed changes. The APE shall be revised commensurate with the nature and scope of the changed potential effects.

Documenting Properties within an APE
It is not necessary to document every property within the APE. A combination of reconnaissance-level and intensive-level survey may be used to document properties within the APE boundary. Consultation with SHPO on survey methodology may be necessary to determine level of survey effort within an established APE.

Consultation on APE Boundaries
CDOT seeks SHPO and consulting party comments on the APE boundary, but does not request SHPO concurrence. CDOT takes into account SHPO and consulting party comments regarding the APE boundary, but makes the ultimate determination regarding the appropriate boundary for the undertaking.
Attachment 2
Screened Undertakings

Screened undertakings are those actions who effects to historic properties are foreseeable, likely to be minimal or not adverse, or that will have no effect at all, but following appropriate screening, may be determined exempt from further review or consultation under this Agreement because they have been determined to result in a finding of no historic properties affected as defined in 36 CFR 800.

The CDOT cultural resources staff is responsible for screening individual undertakings that are included within the classes of screened undertakings listed below to determine if those individual undertakings require further consideration, or if they may be determined exempt from further review or consultation under the terms of this Agreement, as prescribed in Stipulation III (D).

The undertaking will not qualify as exempt from further review if it is located within an officially eligible or listed historic district or national historic landmark district, except in the cases noted below.

All features of the undertaking, including the identification of mandatory storage, disposal, or borrow areas, construction easements, and right-of-way acquisitions must be identified prior to the screening process. If additional features are added to a screened undertaking, the undertaking must be rescreened.

This Attachment applies only when the federal undertaking is limited exclusively to one or more of the activities listed below. Additional Section 106 review will be required, following the steps outlined in Stipulation IV of the Agreement, if the CDOT cultural resources staff determines that the undertaking has the potential to affect historic properties. For the purposes of this Attachment, all projects listed below can fall under two categories: 1) they will occur within existing local road or highway right of way and no easements or additional right of way will be necessary or 2) they require minor easements or additional right of way, but CDOT historians/archaeologists have determined that there are no historic properties in the project area. For both categories, CDOT historians and archaeologists will conduct one or more of the internal review procedures listed below to determine if there are potentially historic properties. Except in the cases noted below, if, during preliminary review, any of these project types occur within an officially eligible or listed historic district or national historic landmark district, a Section 106 review will be required.

**INTERNAL REVIEW PROCESS**

The internal review process for the undertakings listed below may include one or more of the following procedures. The review process is not limited to these procedures, nor are all these procedures required for all undertakings. The level of review should be appropriate to the specific complexity, scale, and location of the undertaking:

1. Literature and/or file search in OAHP records and/or COMPASS database to identify documented properties in the project area

2. Consultation with Native American tribes who may attach religious or cultural significance to properties within the project area, as appropriate for the scope of the undertaking

3. Site visit of project area

4. Review of project plans
5. Consultation with local historical societies, or knowledgeable informants, as appropriate for the scope of the undertaking.

6. Review of relevant records (i.e., aerial photos, historic maps, right of way plans, assessor parcel data)

7. Determine whether there are officially eligible or listed historic districts or National Historic Landmark Districts in the project area

8. Assess the likelihood that unidentified properties exist in the project area

Based on the outcome of the screening process, CDOT may determine that individual undertakings are exempt from further review when there is no potential to affect historic properties.

**Documentation of Internal Review and Project Clearance**

A written memo to the appropriate CDOT Region that includes the internal review processes undertaken, a finding of no historic properties affected and references the project and the relevant section of this Agreement constitutes the documentation necessary to complete the Section 106 process for screened undertakings determined exempt from further review, and no further review or consultation will be necessary. A list of the projects cleared via the screening process shall be included in the Section 106 Tracking Report described in Stipulation XIII(B) of this Agreement.

**Types of Screened Undertakings**

**ENHANCEMENTS**

A. CURB, GUTTER, and SIDEWALK

Installation, replacement, or repair of curb, gutter, and sidewalk improvements

B. STREETSCAPES

Streetscape improvements including installation of benches, garbage receptacles, signage, lighting, landscaping, and pavers. Design of streetscape elements will vary according to project location and setting.

C. AMERICANS WITH DISABILITIES ACT (ADA)-COMPLIANT FEATURES

Installation of ADA-compliant features along local roadways or highways. Features may include pedestrian crosswalk bulbs and ramps

D. BICYCLE, RECREATIONAL, PEDESTRIAN TRAILS

Construction of bicycle, recreational, and pedestrian trails that may require easements or minor right of way acquisitions in areas where CDOT cultural resources staff has determined there are no historic properties.
ROADWAY

A. GUARDRAILS

Installation, replacement, and repair of guardrail and right of way fencing

B. LIGHTING AND SIGNALIZATION

Installation of lighting or signals at intersections. Lighting and signal design may vary.

C. REHABILITATION OR MINOR WIDENING OF STRUCTURES OVER HISTORIC LINEAR FEATURES

Rehabilitation or widening of no more than twenty (20) feet of bridges, box culverts, and grade separations where there are no direct alterations to the historic linear feature (e.g., irrigation canal, railroad) that extends beneath.

D. OVERLAY AND SEALCOATS

Pavement resurfacing, reconstruction, placement of sealcoats, and crack filling.

E. SHOULD WORK

Addition of paved or gravel shoulders. Typical shoulder width is 4 feet.

Paving existing gravel shoulders

Flattening paved shoulders

Addition of bicycle lanes or pedestrian walkways along the local road or highway

Installation of rumble strips on existing pavement

F. INTERSECTION IMPROVEMENTS

Addition of turn lanes and auxiliary lanes that may require a minor amount of right of way (a total of twenty feet or less)

Installation of roundabouts that may require a minor amount of right of way

Minor modification of interchanges and realignments of on/off ramps

Road widening (e.g., adding lanes, adding paved shoulders) where less than twenty (20) feet of right of way (no more than ten (10) feet on either side) is required.

Minor changes in road alignment within local road or highway right of way

G. SAFETY IMPROVEMENTS AND HAZARD REMOVAL

Repairs to the roadway (e.g., sink holes, pot holes, ruts)
Patching, lighting replacement, and other minor repairs to highway tunnels. Applies to both NRHP eligible and non-eligible tunnels.

Removal of objects on roadways, traffic accident clean-up, hazardous waste removal, and fire control.

Installation or replacement of glare screens, median barriers, safety barriers, guide posts, markers, signs, and safety cables.

**H. CHAIN CONTROL AREAS, PARK AND RIDE LOTS, AND MAINTENANCE PULL OUTS**

Construction or improvements to rest areas, truck weigh stations, park and ride lots, and other highway-related maintenance, storage, and office facilities.

**1. SIGNS AND SURVEILLANCE**

Installation of freeway surveillance or ramp metering equipment.

Installation, repair, or replacement of traffic control systems or devices utilizing existing infrastructure, including traffic signals, hazard identification beacons, or variable message signs or signals.

Repair and maintenance of damaged or downed highway signs at their existing locations.

**CULVERTS AND DITCHES**

**A. DRAINAGE IMPROVEMENTS**

Repair, rehabilitation, and replacement of minor drainage features within the highway right-of-way, including corrugated metal pipes, intake/ouuttake features, drainage ditches, and rundowns.

Repair, rehabilitation, and replacement of minor drainage structures not yet 50 years old, including concrete box culverts and stone or concrete culvert headwalls.

Storm damage repairs, such as culvert clearing or repair, disposal or stockpile locations, shoulder reconstruction, or slide or debris removal.

**BRIDGES**

**A. REPAIRS AND REHABILITATION**

Bridge deck rehabilitation and stabilization. Applies to both NRHP eligible and non-eligible bridges.

Removal, replacement, or installation of utilities and conduits that do not require modifications to the bridge structure. Applies to both NRHP eligible and non-eligible bridges.

Substructure alterations where the work is confined to the bridge. Applies only to bridges that are not yet 50 years old or have been determined not eligible for the NRHP.

Pothole patching, painting, concrete sealants, expansion joint replacement, bearing replacement, and other maintenance activities that will not affect the appearance of the structure or alter significant structural elements. Applies to both NRHP eligible and non-eligible bridges.
In-kind repairs to abutments, piers, girders, and other structural elements where no excavation is proposed. Applies only to bridges not yet 50 years of age or determined not eligible for the NRHP.

UTILITIES

A. INSTALLATION or RELOCATION OF UTILITIES AND FIBER OPTIC LINES

Installation, replacement, or repair of utilities, conduits, fiber optic cables, and pull boxes. Work may involve drilling, trenching, or directional boring using laser technology to connect conduit beneath the ground. In urban areas, sidewalk panels, medians, and landscaping may need to be disturbed but will be restored to original pre-construction appearance. In places where drilling, trenching, or boring extends beneath linear resources (e.g., irrigation canals, railroad grades, remains of railroad berms), those resources will not be disturbed. In-kind replacement of pull boxes will not require Section 106 review.

Section 106 review will only be required if the project includes the installation of pull boxes within an officially eligible or listed historic district in areas that did not previously have pull boxes.

RAILROADS

A. IMPROVEMENT OF RAILROAD CROSSINGS

Minor alterations or widening of existing railroad crossings where the alignment of the highway intersects the alignment of a railroad at grade. Includes in-kind replacement of existing railroad ties, concrete crossing materials, and warning devices. Applies to both NRHP eligible and non-eligible railroad grades.

Replacement or installation of new crossing gates and signing within the existing right-of-way or roadway easement.

Removal of railroad grade crossing materials on previously abandoned railroads.

MISCELLANEOUS

A. TESTING AND DRILLING

Testing or conducting drill samples within the highway right-of-way.

Conducting preliminary engineering tests, such as seismic, geologic, or hazardous materials testing that may require trenching or ground boring in and outside of the highway right-of-way.

B. ROCKFALL MITIGATION

Installation of rockfall containment systems (e.g., draped wire mesh, netting, fencing, attenuator systems) along cliff faces or hillside within or adjacent to the highway right-of-way. Some rock scaling may be necessary to prepare the cliff face for the installation of netting.

C. NOISE BARRIERS

Installation of noise walls, noise barriers, and vegetation berms associated with highway project mitigation. Design of the noise barriers will vary depending on project location and setting.
D. CDOT-OWNED PROPERTY

Additions or alterations to existing CDOT-owned buildings, such as work on or in office or equipment buildings, maintenance facilities, warehouses, roadside rest, minor transit facilities, weigh and inspection stations, toll facilities, or state-owned rentals.

Disposal or transfer of vacant parcels that do not contain resources or structures more than 50 years of age, are not within historic districts, and have limited archaeological potential.
Attachment 3
Guidelines for Identification, Documentation, and Evaluation of Linear Resources

Linear resources include irrigation ditches and canal systems, storm sewers, functioning and abandoned railroad grades, exposed and subsurface trolley systems, abandoned road segments, functioning highways, and trails. Linear resources present unique challenges with regard to identification and documentation because in most cases the segment evaluated for a given undertaking represents only a small section of a much larger resource that extends well outside the project area. Sometimes resources such as railroads and irrigation canals stretch through several counties, and the level of effort to document the entire resource is outside of the scope of work for a single undertaking.

In order to provide a consistent approach to the identification, documentation, and evaluation of linear resources, CDOT has developed the following set of general guidelines and practices. These guidelines reflect CDOT’s typical treatment of linear resources and should be evaluated for applicability on a project-by-project basis.

Identification/Documentation

- In cases where the linear resource is too extensive to field survey in its entirety, archival research may be completed to determine significance. If it is outside the project scope to evaluate the entire ditch in the field and there is not enough archival documentation, CDOT will make an assumption regarding eligibility.

- The entire length of the linear resource is not typically surveyed in the field; however, when the resource is a reasonable length (e.g., under 3 miles) and is accessible, CDOT cultural resources staff may document the entire resource and make a determination of eligibility.

- Based on project scope, location, and the nature of the resource, CDOT cultural resources staff will document a segment length sufficient to evaluate the physical condition and integrity of the resource as it extends beyond the immediate project area and to determine if the segment supports or does not support the overall eligibility of the entire linear resource. For example, in cases where a bridge over an irrigation ditch is being replaced, staff will look at the resource on either side of the bridge crossing and evaluate that area as part of the overall segment, rather than limiting the evaluation to the segment of ditch within the existing bridge footprint.

- For significantly long linear resources, a combination of field survey and archival research may be used to determine eligibility. CDOT may consult with SHPO to determine the level of effort necessary to make a determination of eligibility using these methods.

- Subsurface linear resources (e.g., trolley systems, storm sewers) where there are no exposed segments or remnants may be documented through the use of archival information to determine the route and significance of the resource.

- Natural drainages, drainage ditches, and remnant irrigation ditches where there is information indicating that the overall ditch no longer exists, are typically not documented in the field by CDOT cultural resources staff. Sufficient research is conducted to determine the nature of these resources before making this determination.

- CDOT cultural resources staff may evaluate irrigation ditches and canal systems as historic districts when research indicates that this approach is appropriate.
CDOT cultural resources staff shall document and evaluate lateral ditches and consult with SHPO on eligibility, but in most cases lateral ditches lack significance.

**Evaluating Effects**

- When evaluating effects to contiguous linear resources, the effect determination applies to the *entire* resource and not the segment in the project area. The segment is evaluated to determine if it supports the significance of the overall resource and to determine the effect to the overall resource.

- When a linear segment lacks integrity and does not support the overall significance of the entire resource, but is being impacted by a project, an effect determination for the entire resource is still necessary.
Attachment 4
Colorado Exceptions to the Advisory Council on Historic Preservation
Interstate Highway Exemption

In Colorado, the final list of nationally and exceptionally significant features of the Federal Interstate Highway System includes the following resources:

- Glenwood Canyon (I-70 MP 118.5-130.3)
- Eisenhower-Johnson Memorial Tunnels (I-70 MP 213.7)
- Vail Pass (I-70 MP 180-195.2)
- Genesee Park Interchange (I-70 MP 253.5)
- Twin Tunnels (I-70 MP 242.2)
- Arkansas River Bridge (I-25 MP 97.6)
- Speer Boulevard Underpasses (I-25 MP 211.5)
- 23rd Avenue Underpass (I-25 211.2)

When projects have the potential to affect these properties, the Section 106 review process is required.
Attachment 5
Federally Recognized Native American Tribes

1. Apache Tribe of Oklahoma
2. Cheyenne & Arapaho Tribes of Oklahoma
3. Cheyenne River Sioux Tribe
4. Comanche Nation of Oklahoma
5. Crow Creek Sioux Tribe
6. Fort Sill Apache Tribe
7. Hopi Tribe
8. Jicarilla Apache Tribe
9. Kiowa Tribe of Oklahoma
10. Mescalero Apache Tribe
11. Navajo Nation
12. Northern Arapaho Tribe
13. Northern Cheyenne Tribe
14. Northern Ute Tribe
15. Oglala Sioux Tribe
16. Pawnee Nation of Oklahoma
17. Pueblo of Acoma
18. Pueblo of Cochiti
19. Pueblo of Isleta
20. Pueblo of Jemez
21. Pueblo of Laguna
22. Pueblo of Nambe
23. Pueblo of Picuris
24. Pueblo of Pojoaque
25. Pueblo of San Felipe
26. Pueblo of San Ildefonso
27. Pueblo of San Juan (Ohkay Owingeh)
28. Pueblo of Sandia
29. Pueblo of Santa Ana
30. Pueblo of Santa Clara
31. Pueblo of Santo Domingo
32. Pueblo of Taos
33. Pueblo of Tesuque
34. Pueblo of Ysleta del Sur
35. Pueblo of Zia
36. Pueblo of Zuni
37. Rosebud Sioux Tribe
38. Southern Ute Indian Tribe
39. Standing Rock Sioux Tribe
40. Three Affiliated Tribes (Arikara, Hidatsa, Mandan)
41. Ute Mountain Ute Tribe
42. Wichita and Affiliated Tribes
PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
MANAGEMENT AND PRESERVATION OF INDIANA’S HISTORIC BRIDGES

WHEREAS, the Federal Highway Administration (FHWA) has determined that the construction and improvement of highways and bridges with Federal Aid Highway funds (Federal-aid) may have an effect on bridges that are listed in the National Register of Historic Places (NRHP), or may be determined to be eligible for listing, hereafter referred to as “historic bridges”; and

WHEREAS, historic bridges may be rehabilitated through several Federal-aid programs, such as the Transportation Enhancement Program, the Surface Transportation Program, and the Highway Bridge Replacement and Rehabilitation Program provided the appropriate eligibility criteria are satisfied; and

WHEREAS, this Programmatic Agreement (Agreement) is applicable to Federal-aid projects that result in the rehabilitation or replacement of historic bridges in Indiana; and

WHEREAS, FHWA has consulted with the Advisory Council on Historic Preservation (Council) and the Indiana State Historic Preservation Officer (Indiana SHPO) pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (16 U.S.C. 470f); and

WHEREAS, FHWA formed a Historic Bridge Task Group (Task Group), including representatives from the Council, Indiana SHPO, Indiana Department of Transportation (INDOT), Indiana Local Technical Assistance Program (LTAP), Historic Landmarks Foundation of Indiana (HLFI), Historic Spans Task Force, Indiana Association of County Highway Engineers and Supervisors (IACHES), Indiana Association of County Commissioners (IACC), and Senator Richard Lugar’s Office, to assist in the development of this Agreement and monitor its success upon implementation of the Agreement; and

WHEREAS, this Agreement defines a process to identify historic bridges that are most suitable for preservation and are excellent examples of a given type of historic bridge, hereafter referred to as “Select Bridges” and also identify those historic bridges that are not considered excellent examples of a given type of historic bridge or are not suitable candidates for preservation, hereafter referred to as “Non-Select Bridges”; and

WHEREAS, FHWA will not consider demolition to be a “prudent” alternative for any Federal-aid project involving a Select Bridge and FHWA will not participate in a project that would result in the demolition of a Select Bridge; and
WHEREAS, FHWA may participate in the demolition of a Non-Select Bridge provided there are no feasible and prudent alternatives to demolition of the Non-Select Bridge; and

WHEREAS, the Task Group recognizes that historic bridges are an important part of the history, culture and surface transportation system of the State of Indiana and its local units of government; and

WHEREAS, economic development and tourism benefits have been recognized from preserving historic bridges; and

WHEREAS, the rehabilitation, reuse and preservation of historic bridges constructed of a wide variety of materials can be facilitated with good information and procedures that encourage consideration of context sensitive design solutions and address this public interest; and

WHEREAS, it is understood that new bridge construction and routes may ultimately be required to address local and state transportation needs; and

WHEREAS, FHWA, in consultation with the Council and the Indiana SHPO, have invited INDOT to be a signatory to this Agreement; and

WHEREAS, FHWA in consultation with the Council and the Indiana SHPO have invited the LTAP, HLFI, Historic Spans Task Force, IACHES, and IACC to be concurring parties to this Agreement;

NOW, THEREFORE, FHWA, INDOT, the Indiana SHPO, and the Council agree that the following stipulations will be implemented for FHWA undertakings in the State of Indiana that involve historic bridges.

STIPULATIONS

FHWA shall ensure that the following stipulations are carried out:

I. INDOT will implement the following actions or program updates within one (1) year of executing this Agreement:

A. INDOT will develop and include “Standards for Rehabilitation of Bridges on Low-Volume Roads” in the INDOT design manual, which will be utilized to evaluate if rehabilitation of a given historic bridge for vehicular use is feasible and prudent. Standards that define “feasibility” relate to the ability of an alternative to meet certain engineering requirements, such as structural capacity. Standards that define “prudent” relate to cost effectiveness of an alternative. The Task Group will be provided an opportunity to review and comment on the Standards before they are finalized and prior to any updates.
**B.** INDOT will inform the applicants for Federal-aid funds for any bridge project in the award letter that the scope of the bridge project (rehabilitation or replacement) will be determined by FHWA through the National Environmental Policy Act (NEPA) process and Section 4(f) of the Department of Transportation Act. The award letter will state that laws, regulations and design standards may ultimately dictate that the bridge be rehabilitated if the bridge is determined to be historic and FHWA concludes that rehabilitation is feasible and prudent.

**C.** INDOT will classify and label all historic bridge projects as “Bridge Project – Scope Undetermined” until after FHWA has identified a preferred alternative for the project. The classification and labeling will apply to award letters to federal-aid applicants, the Indiana Statewide Transportation Improvement Program and in electronic tracking systems maintained by INDOT. This generic classification for bridge projects will ensure that federal-aid applicants and the public do not have false expectations that the bridge will be replaced before the NEPA process is completed. The classification or label for the bridge project may be updated to reflect the scope identified in the approved NEPA document.

**D.** INDOT will work with the Transportation Enhancement Committee to develop and implement a scoring system that gives funding priority to Select Bridges within the historic projects category.

**II. BRIDGE SURVEY**

INDOT will complete a statewide survey of bridges on public roads and on public right-of-way (Bridge Survey) that were built in or before 1965. INDOT will gather the appropriate data to develop a historic context for bridges in Indiana, make NRHP eligibility recommendations, and recommend preservation priorities for historic bridges in accordance with “Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract)” of this Agreement. INDOT will collect data on all types of bridges (metal truss, concrete, masonry and timber), and will provide adequate opportunities for input to the Task Group and the public in completing the requirements of Attachment A and Stipulations II.A and II.B. Key points where INDOT will seek public comment include: NRHP eligibility, draft Select and Non-Select prioritization criteria, and the draft list of Select and Non-Select Bridges. Each notice requesting public comment will be mailed directly to the County Commissioners so bridge owners will be able to comment at each stage of the process.

**A. NRHP Eligibility Determinations:**

1. INDOT will provide NRHP eligibility recommendations to the Task Group, County Commissioners, and the public for a 60 day comment period. INDOT’s recommendations will include the NRHP criterion, or criteria, that qualify the bridge for listing in the NRHP. INDOT will also list the bridges that are determined not to be eligible for the NRHP. INDOT will forward their final recommendations, along with any Task Group and public comments to FHWA and the Indiana SHPO for an eligibility determination.
2. FHWA, in consultation with the Indiana SHPO, will issue NRHP eligibility determinations for each bridge surveyed by INDOT. Bridges determined not to be NRHP eligible require no further consideration by INDOT and FHWA, unless later determined eligible for the NRHP in response to a nomination, or based on additional information or changed circumstances.

3. INDOT will make available to the public the NRHP eligibility determinations made by FHWA. The list will also include those bridges that FHWA determines not to be eligible for the NRHP.

B. Prioritization:

1. INDOT will develop criteria to identify each historic bridge as either Select or Non-Select in accordance with the process outlined in “Attachment A - Scope of Services for the Development of a Historic Bridge Inventory (Appendix A of Consultant Contract).”

2. INDOT will seek input from the Task Group and the public on the evaluation criteria for classifying historic bridges as Select and Non-Select. The Task Group, County Commissioners, and the public will have thirty (30) days to provide comments to INDOT on the criteria.

3. FHWA, in consultation with the Indiana SHPO, will review the comments from the Task Group and the public, modify the criteria as appropriate, and approve the criteria in cooperation with INDOT.

4. INDOT will apply the Select and Non-Select Bridge criteria to each historic bridge identified in the Bridge Survey. INDOT will seek comments from the Task Group and the public on the draft list of Select and Non-Select Bridges. For each bridge, the rationale for including the bridge on the Select list or Non-Select list will be described. The Task Group, County Commissioners, and the public will have sixty (60) days to provide comments to INDOT on the Select and Non-Select Bridges list.

5. INDOT will provide FHWA and the Indiana SHPO with the list of Select and Non-Select Bridges and the comments received from the Task Group and the public. FHWA, in consultation with the Indiana SHPO, will review the comments received and make appropriate changes to the list, if any. FHWA, in consultation with the Indiana SHPO, will ultimately approve the list of Select and Non-Select Bridges when both parties are satisfied with the classification of each bridge.

6. INDOT will make available to the Task Group and the public the final list of Select and Non-Select Bridges, the final criteria used to evaluate bridges as Select or Non-Select, and the rationale for the classification of each bridge.
C. Re-Evaluation of Historic Bridges

1. In unusual circumstances, a Select Bridge may no longer meet the Select Bridge criteria. Examples of unusual circumstances may include, but are not limited to, the bridge collapsing due to a flood or an overweight vehicle. A bridge owner may request that FHWA and the Indiana SHPO re-evaluate the Select Bridge determination if an unusual circumstance occurs. The following process will be followed to determine if re-classification of the Select Bridge is appropriate:

   a. The bridge owner must submit the request in writing to INDOT. The bridge owner should describe the unusual circumstance that has occurred and explain why the Select Bridge criteria no longer apply to the bridge.

   b. If INDOT determines the request has merit, then INDOT will notify FHWA, the Indiana SHPO, the Task Group, and the public of the request to re-classify the Select Bridge. INDOT will accept comments from the Task Group and the public for thirty (30) days.

   c. INDOT will provide a copy of all comments received to FHWA and the Indiana SHPO. FHWA and the Indiana SHPO will consult to evaluate the request and consider the comments received from the Task Group and the public.

   d. If FHWA and the Indiana SHPO agree on the classification of the bridge, then FHWA will notify INDOT of the decision within 30 days after receiving the documentation from INDOT. INDOT will notify the bridge owner, the Task Group and all individuals that provided comments on the bridge of the decision. If FHWA and the Indiana SHPO do not agree on the classification of the bridge, then the parties will invoke the Dispute Resolution provision, Stipulation IV.B. If necessary, INDOT will update the Select/Non-Select list by removing the Select Bridge from the list.

2. At least every ten (10) years, FHWA, INDOT, and the Indiana SHPO will consult to determine if conditions have changed that would require updating the list of bridges eligible for the NRHP, the criteria for identifying Select and Non-Select Bridges, and the list of Select and Non-Select Bridges. Any signatory may request that an update be completed more frequently if there have been substantial changes to the population of bridges identified in the Bridge Survey. If FHWA, INDOT and the Indiana SHPO agree that conditions have changed and an update is required, then the survey will be completed as described in Stipulation II of this Agreement. The FHWA, INDOT and the Indiana SHPO will consult to determine if the survey should be expanded to include bridges built after 1965. If FHWA, INDOT and the Indiana SHPO determine the existing survey is still valid, then INDOT will notify the Task Group, County Commissioners, and the public of the decision.
III. PROJECT DEVELOPMENT PROCESS FOR HISTORIC BRIDGES

FHWA will satisfy its Section 106 responsibilities for undertakings involving Select and Non-Select Bridges by completing the following processes. FHWA recognizes that additional historic properties, other than the historic bridge, may exist within the project’s Area of Potential Effect (APE). To satisfy FHWA’s Section 106 responsibilities for other historic resources that may be in the APE, FHWA will comply with the requirements of 36 CFR Parts 800.3-800.6.

Consulting parties shall be invited to consult pursuant to 36 CFR Part 800.3 and be notified that consultation with respect to the historic bridge will be completed in accordance with the Programmatic Agreement for the Management and Preservation of Indiana’s Historic Bridges.

A. Project Development Process for Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to develop a draft purpose and need statement (P&N) and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge. If rehabilitation is not feasible and prudent, then the Select Bridge must be bypassed or relocated for another use. FHWA will not participate in a project that involves demolition of a Select Bridge.

2. If the bypass alternative is not feasible and prudent, relocation of the bridge will be required. INDOT will work with the bridge owner, if the bridge does not belong to INDOT, to identify a new location for the Select Bridge. Preference will be given to locations closest to the original location of the bridge. The NEPA document must include the proposed new location, description of how the new bridge will be utilized, and evaluate the associated impacts, in addition to those resulting from the bridge replacement.

3. Upon completion of the draft P&N and alternatives analysis, INDOT will forward to the consulting parties a copy of the draft P&N and alternatives analysis (including relocation proposal, if applicable) and give the consulting parties at least thirty (30) days to provide comments before the P&N and alternatives analysis are finalized.

4. FHWA will work with INDOT, and the bridge owner if the historic bridge does not belong to INDOT, to revise the P&N and alternatives analysis based on comments received. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. INDOT will provide the revised P&N, alternatives analysis (including updated relocation proposal, if applicable), and preferred alternative to all consulting parties. The submittal to the Indiana SHPO will request concurrence with the FHWA preferred alternative.

5. If the Indiana SHPO objects to the preferred alternative within thirty (30) days of receiving the request for concurrence, FHWA will continue to consult with the
Indiana SHPO, INDOT, the bridge owner if the historic bridge does not belong to INDOT, and the consulting parties. If the Indiana SHPO and FHWA cannot reach agreement with respect to the preferred alternative, then FHWA will comply with the dispute resolution stipulation of this Agreement.

6. If the Indiana SHPO concurs with FHWA’s preferred alternative, then the standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach for rehabilitation (rehabilitation is required for the Select Bridge) includes all possible planning to minimize harm to the historic bridge and fulfills all consultation requirements under Section 106.

7. The bridge owner will hold a public hearing prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.

8. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will initiate an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.

9. FHWA and INDOT will work jointly so that all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.

10. If there is no agreement ultimately regarding the preferred alternative, FHWA will comply with the dispute resolution stipulation of the Agreement.

B. Project Development Process for Non-Select Bridges

1. FHWA will work with INDOT, and the bridge owner if the bridge does not belong to INDOT, to develop a draft P&N and alternatives analysis. Rehabilitation for vehicular use must be thoroughly evaluated before other alternatives are considered. Rehabilitation alternatives must include a one-way pair alternative that involves rehabilitating the existing bridge and constructing a new parallel bridge.

2. If rehabilitation alternatives are not feasible and prudent, the bridge owner shall market the historic bridge for re-use. Proposals will be accepted for the immediate rehabilitation and reuse or for it’s storage for future reuse. Proposals will also be accepted for the salvage of elements that may be stored for future repair of similar historic bridges. At a minimum, the following activities will be completed:
a. The bridge owner shall place a legal notice in a local newspaper and a statewide newspaper at a minimum six (6) months in advance of the public hearing to notify interested parties of the historic bridge availability for re-use. The advertisement should describe, at a minimum, the historic bridge length, width, height, condition, and availability.

b. The bridge owner shall place signs at both approaches to the historic bridge at a minimum six (6) months in advance of the public hearing to notify users that the historic bridge will be replaced. The signs will remain in place until completion of NEPA.

c. The bridge owner shall provide INDOT and HLFI with the information needed to post the historic bridge on INDOT’s historic bridge marketing website and HLFI website, respectively, at a minimum six (6) months prior to the public hearing.

3. If no responsible party steps forward either prior to or during the public hearing to assume ownership of the Non-Select Bridge, then the bypass and relocation alternatives will be deemed not prudent and, therefore, Indiana SHPO, the Council, and FHWA agree that the bridge may be demolished.

4. FHWA will identify a preferred alternative based on the P&N and alternatives analysis. The standard treatment approach, described in Attachment B (Standard Treatment Approach for Historic Bridges) will be initiated. The Indiana SHPO, the Council, and FHWA agree that implementation of the standard treatment approach includes all possible planning to minimize harm to the historic bridge and implementation of the standard treatment approach fulfills all consultation requirements under Section 106.

5. The bridge owner will hold a public hearing for the project, prior to completion of NEPA. The bridge owner will notify consulting parties by letter or e-mail (if available) of the public hearing and the availability of the environmental documentation. The environmental document, Section 106 documentation for other resources in the APE, and preliminary Section 4(f) evaluation, if one is required, will be made available prior to and at the public hearing for public review and comment.

6. If the preferred alternative includes transferring ownership of the historic bridge, then INDOT will execute an agreement between INDOT, the bridge owner if the bridge does not belong to INDOT, the Indiana SHPO, and the proposed new bridge owner. The agreement shall include all applicable commitments required in Attachment B. INDOT will execute the agreement prior to NEPA approval.

7. FHWA will ensure all measures to minimize harm to the historic bridge are incorporated into the project as part of the environmental commitments made in documentation required pursuant to NEPA.
IV. ADMINISTRATIVE STIPULATIONS

A. **Review** – The Council and Indiana SHPO may monitor activities carried out pursuant to this Agreement and will review such activities, if so requested. FHWA and INDOT will cooperate with the Council and the Indiana SHPO in carrying out their review responsibilities.

B. **Dispute Resolution** – Should any signatory or invited signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FHWA shall consult with the objecting party(ies) to resolve the objection. If FHWA determines that such objection(s) cannot be resolved, FHWA will:

1. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FHWA on the resolution of the objection within thirty (30) days. Any comment provided by the Council, and all comments from the parties to the Agreement, will be taken into account by FHWA in reaching a final decision regarding the dispute.

2. If the Council does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching the decision, FHWA will take into account all comments regarding the dispute from the parties to the Agreement.

3. FHWA’s responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA’s decision will be final.

C. **Annual Reporting** – INDOT will maintain the list of bridges evaluated under Stipulation II and include at least the current status of eligibility, priority (Select or Non-Select), current owner, and scope of Federal-aid projects processed under this Agreement. INDOT will prepare an annual report that will include a list of Select and Non-Select Bridges that have been processed during the previous calendar year pursuant to this Agreement and the scope of each project. INDOT will submit this report on or before January 31 of each year to the Task Group.

D. **Amendments and Noncompliance** – If any signatory to this Agreement, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties, as well as the Task Group, to develop an amendment. The amendment will be effective on the date a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with the Termination stipulation. In the event FHWA does not carry out the terms of this Agreement, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.
E. **Termination** – The Council, Indiana SHPO, INDOT, or FHWA may propose to terminate this Agreement by providing thirty (30) calendar days notice to the other parties and explaining the reason(s) for the proposed termination. The Council, Indiana SHPO, FHWA, and INDOT will consult during this period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

F. **National Historic Landmarks** – National Historic Landmarks shall be treated in accordance with 36 CFR 800.3–800.6, and 800.10 rather than the terms of this agreement.

G. **Anticipatory Demolition** – If FHWA or Indiana SHPO determine a bridge owner intentionally demolishes or otherwise diminishes the historic integrity of a Select Bridge under the bridge owner’s jurisdiction with non-Federal-aid funds, then FHWA will comply with 36 CFR Part 800 for any future federal-aid bridge project proposed by that bridge owner. After the next Bridge Survey update is completed in accordance with Stipulation II.C.2, FHWA may process federal-aid projects in accordance with this Agreement for that bridge owner.

Section 110(k) of the National Historic Preservation Act prohibits FHWA from providing Federal-aid funds for a given project, where the bridge owner, with the intent to avoid the requirements of Section 106, has intentionally adversely affected the historic bridge prior to completion of NEPA (see 36 CFR 800.9(c)).

H. **Transition of existing projects** – Until such time as the initial survey and prioritization of historic bridges called for in Stipulation II.B has been carried out, or for those projects that fall outside the scope of this agreement, projects must comply with the requirements of 36 CFR Part 800. Projects that have completed compliance with 36 CFR Part 800 shall not be reevaluated, provided the scope of work of the project and the mitigation measures, if any, are fully implemented as they were identified during the NEPA evaluation.

I. **Duration** – This Agreement shall become effective upon execution by FHWA, Indiana SHPO, INDOT, and the Council and shall remain in effect until December 31, 2030.

J. **Option to Renew** – No later than December 31, 2029, FHWA will consult with the Indiana SHPO, INDOT and the Council to determine interest in renewing this Agreement. The Agreement may be extended for an additional term upon the written agreement of the signatories.

Execution of this Agreement and implementation of its terms evidences that FHWA has considered the effects of its Federal-aid program on Indiana’s historic bridges and afforded the Council a reasonable opportunity to comment.
SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

Robert F. Tally, Jr., P.E.
Division Administrator

8/2/06

INDIANA HISTORIC PRESERVATION OFFICER

Kyle Hupfer
Director, Indiana Department of Natural Resources
Indiana State Historic Preservation Officer

7/22/06

ADVISORY COUNCIL ON HISTORIC PRESERVATION

John M. Fowler
Executive Director

8/4/06

INVITED SIGNATORY

INDIANA DEPARTMENT OF TRANSPORTATION

Thomas O. Sharp
Commissioner

9/21/06

Programmatic Agreement Regarding Management and Preservation of Indiana’s Historic Bridges

July 17, 2006
Page 11 of 11
CONCURRING PARTY

HISTORIC LANDMARKS FOUNDATION OF INDIANA

[Signature]

October 23, 2006

Date

Marsh Davis
President

Programmatic Agreement Regarding Management and Preservation of Indiana’s Historic Bridges

July 17, 2006
ATTACHMENT A

Scope of Services for the Development of a Historic Bridge Inventory
(Appendix A of Consultant Contract)
Appendix “A”

Information and Services to be furnished by the CONSULTANT:

The CONSULTANT will be responsible for the study of publicly owned bridges that exist in the National Bridge Inventory (NBI) and were built through 1965 in the State. The work will be accomplished following all of the relevant Federal Highway Administration regulations and guidance documents, as well as other federal and state requirements and Indiana Department of Transportation (INDOT) Procedural Manual for Preparing Environmental Studies. The work will be assigned and reviewed by the Office of Environmental Services (OES) Administrator. The completed study along with the appropriate number of copies will be transmitted for distribution to the OES.

HISTORIC BRIDGES INVENTORY:

The study will be divided into two phases. Phase I of the study will focus on bridges (approximately 3,443 bridges) constructed through 1942. Phase II of the study will focus on bridges (approximately 3,856 bridges) constructed from 1943 through 1965. The Phase I and Phase II evaluations will be completed concurrently. The Phase I evaluations are more critical given that many of these bridges are eligible for the National Register of Historic Places (National Register) and many of these structures have been lost in recent years.

Part 1 of the Agreement will extend through Task 4.2 and will include bridges built through 1965. Tasks 8, 9, and 10 will be completed concurrently with Tasks 1 through 4.2, as appropriate. The scope of work for succeeding tasks, beginning with Task 4.3, will be finalized as Part 2 of the Agreement after the number of bridges requiring inventory has been determined.

The CONSULTANT will provide the following scope of services for the development of a historic bridge inventory:

**Task 1. Develop Contextual Study of Historic Bridges in Indiana** – This task involves developing a historic context report for bridges in Indiana. The report will include a history of settlement and transportation in Indiana with an emphasis on nineteenth-century wagon routes, automobile transportation, and bridge engineering and design. Early road development, significant named highways, the interstate system, and important public works campaigns related to transportation will be addressed. The report will include a context for the historical development of transportation networks and systems at the local, regional, and state levels, as described in secondary literature, historic maps, county historical surveys, and INDOT annual progress reports. The report will also include a history of the evolution of the Indiana State Highway Commission into INDOT.
Task 1.1 Conduct historical research
The CONSULTANT will conduct research into periods of bridge construction and general events and trends in transportation history in the United States and Indiana to prepare a historic context to assist in the evaluation of bridges through 1965.

Sources to be consulted are expected to include:

a. Secondary literature related to Indiana transportation history
b. INDOT’s annual progress reports, major planning studies for bridges, and bridge design manuals for the period
c. Histories of construction and design firms actively working on Indiana bridges during this period
d. Engineering journals of the period covering the subject bridges, such as Engineering News-Record and Public Roads
e. Standard plans and construction drawings for the subject bridges, as needed
f. INDOT’s Bridge Inventory Database
g. Indiana State Historic Preservation Office’s (INSHPO) bridge database
h. Indiana county atlases and highway maps from the period, including the 1876 atlas of Indiana
i. Historic contexts for bridges of the period completed by other state departments of transportation and the National Cooperative Highway Research Program
j. Thematic surveys in the collection of INSHPO, including: Iron Monuments to Distant Prosperity, Indiana’s Metal Bridges; Artistry and Ingenuity in Artificial Stone, Indiana’s Concrete Bridges; Indiana’s Covered Bridges; and WPA Recreational Projects in the Hoosier State
k. Transportation contexts provided in county and municipal surveys in the collection of INSHPO
l. Nominations and determinations of eligibility for bridges in the collection of INSHPO
m. Materials previously gathered by Professor James Cooper for statewide bridge studies and publications
n. Bridge information collected by the Local Technical Assistance Program (LTAP) in 2003

Research for this task will be conducted in Indianapolis; West Lafayette; and Madison, Wisconsin. Repositories to be visited are expected to include:

a. INDOT
b. INSHPO
c. Indiana State Archives, Indianapolis
d. Indiana State Library, Indianapolis
e. Indiana Historical Society, Indianapolis
f. Stewart Center Libraries, Purdue University, West Lafayette
g. Online sources
h. University of Wisconsin Engineering Library (for national journals)
i. Wisconsin Historical Society Library (collection on U.S. history)
No research for this task is expected to be conducted at the local level of Indiana counties or cities.

Task 1.2 Conduct oral history interviews
The CONSULTANT will conduct interviews with up to 10 bridge engineers and transportation historians. The CONSULTANT will select interview subjects based on discussions with INDOT. Selected subjects are expected to include agency and consulting engineers, Purdue University and extension civil engineers, and transportation historians knowledgeable on the period of study. The results of the interviews will be incorporated into the historic context report.

Task 1.3 Prepare historic context outline
The CONSULTANT will prepare an outline for the historic context report for concurrent INDOT and INSHPO review. Within 10 days of receipt, INDOT will approve or provide written comments on the outline. If the draft outline requires extensive revision, INDOT and the CONSULTANT will have a teleconference to discuss comments and a revised draft will be submitted for review. The approved outline will be the basis for the draft historic context report.

Task 1.4 Prepare draft historic context report
Based on the results of research and interview efforts, the CONSULTANT will prepare the historic context report. The purpose of the report is to define relevant historic contexts that will be used in assessing historical significance and establishing periods of significance for bridges built in Indiana through 1965. These historic contexts will inform the stratification methodology (Task 2) and the Evaluation Criteria (Task 3). The primary historic contexts to be developed are expected to include:

a. Transportation history (specific to bridges) – Provides a narrative history of transportation in Indiana, including federal, inter-state, county, and municipal public works construction campaigns from the late nineteenth century to 1965. Transportation networks include early roads (as indicated on 1876 atlas), named highways, state-aid highways, and interstate highways. The history of the evolution of the Indiana State Highway Commission into INDOT will be included. In addition, attention will be given to the development of various inter-state highway associations with routes in Indiana, including the National Road, Lincoln Highway, and Dixie Highway. Information on county and municipal public works will be limited to that identified through secondary sources identified as Source k in Task 1.1.

b. Bridge engineering, innovations, and developments – Includes a history of bridge technology, understanding of bridge typology, including structural configurations and building materials, and identifies bridge types utilized in Indiana, as well as innovations in design, materials, and construction methods found in the state.

c. Significant engineers, designers, and builders – Identifies important private- and public-sector bridge designers and builders of Indiana bridges constructed in or before 1965. The context for notable people and firms will focus on Indiana. For nationally known figures whose careers are well documented, research will be limited to that necessary to understand the potential significance of their work in Indiana.
Other historic contexts are expected to play a lesser role in the evaluation of the eligibility of subject bridges. Relevant information for these contexts in relationship to bridges of the subject period may be limited. These secondary contexts are expected to include:

a. Economic development (specific to bridges as components of road networks) – Includes bridges whose construction stimulated economic development of a region or city, if any.
b. Community planning and development – Includes bridges designed and constructed as part of a comprehensive plan for a community, if any.
c. Social history – Includes bridges directly associated with significant social programs, if any.
d. Politics/government – Includes bridges associated with the enactment and administration of state laws, if applicable.
e. Aesthetics – Considers how bridges reflect design principles of the period.

The CONSULTANT will submit a draft version of the report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and the Federal Highway Administration, Indiana Division (FHWA Indiana). If INDOT provides written comments, the CONSULTANT will revise the report to address and incorporate INDOT’s comments and submit a revised draft. INDOT, INSHPO, and the FHWA Indiana will review the CONSULTANT’s revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 1.5 Complete preliminary analysis of NBI
The CONSULTANT will obtain NBI databases for state and county bridges from INDOT. The CONSULTANT will consolidate the databases and conduct a preliminary analysis of relevant data. As addenda to the draft historic context report, the CONSULTANT will prepare a list of bridge types represented in Indiana during the subject period and a list of historic contexts that may be associated with the subject bridges. For each type, the CONSULTANT will present years in use, heyday of use, typical span length, and longest span, based on preliminary analysis of the NBI.

Task 1.6 Prepare final historic context report
Based on written comments and the review meeting (see Task 10.2), the CONSULTANT will prepare the report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will submit the final report to INDOT for review and approval. The final historic context report will be available to the public for review on the INDOT project website (see Task 9.2). INDOT will advise the CONSULTANT regarding which public comments will be addressed in the final historic context. A maximum of 40 hours are budgeted for addressing public comments. The CONSULTANT will work with INDOT to address the comments and not delay subsequent tasks. If this is not feasible, the CONSULTANT will work with INDOT to revise the schedule.
Project Deliverable: Historic context report for historic bridges in Indiana. Final report will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 2. Develop Methodology for Bridge Inventory – Because it is not feasible or practical to field survey all of the bridges built through 1965, the CONSULTANT will develop a method for separating the bridge population into subgroups based upon type/level of data needed for their evaluation.

Task 2.1 Develop methodology for stratifying bridge population
After consulting with INDOT and other entities (see Task 10.3), the CONSULTANT will develop a methodology to separate INDOT’s pre-1966 bridge population into bridge subgroups. Bridges that have previously been determined eligible or listed in the State and/or National Register will not require further data and will be eliminated from further study. Extant eligible and listed bridges will be reintroduced in Task 7 (to be scoped in the future). Bridges with superstructures replaced after 1965 and any non-bridge structures in the NBI will also be eliminated from further study. Remaining bridges will be separated into subgroups based on type/level of data needed for their evaluation.

Task 2.2 Test assumptions of methodology
The CONSULTANT will test assumptions regarding the proposed methodology for stratifying the bridge population by reviewing photographs, maintenance, and inspection files, and construction drawings for up to 100 bridges. These materials will be reviewed to confirm assumptions concerning data needed for evaluation of bridge subgroups.

Task 2.3 Prepare draft bridge stratification report with list of subgroups and data needs
The CONSULTANT will identify and present rationale for what type of data will be needed for the evaluation of each subgroup. The CONSULTANT will develop procedures for how the data will be collected and documented for each subgroup.

The CONSULTANT will prepare and submit a bridge stratification report that includes a list of bridge subgroups, data needs for evaluating subgroups, and written procedures for collecting and synthesizing data for each subgroup to INDOT for review. As an appendix, the CONSULTANT will prepare a preliminary list of bridges in each subgroup. INDOT will complete a quality review of the draft bridge stratification report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the bridge stratification report to address and incorporate INDOT’s comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT’s revised draft within 30 days of receipt.

Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 2.4 Develop final bridge stratification report
The CONSULTANT will prepare the bridge stratification report in final form to address and incorporate all comments provided by INDOT. The CONSULTANT will revise the list of
bridges in each subgroup to address and incorporate comments. The CONSULTANT will submit the final report to INDOT for review and approval.

**Project Deliverables:** Final lists and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

**Task 3. Develop Evaluation Criteria for National Register Eligibility** – The evaluation criteria will be based on the Historic Context and National Register Criteria for Evaluation. The criteria and considerations will follow the guidelines of *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* and *National Register Bulletin 16A: How to Complete the National Register Registration Form*. INSHPO’s *Guidelines for Assessing the Cultural Significance of Indiana’s Extant Metal Truss Bridges (1872-1942)* will also be consulted.

**Task 3.1 Prepare evaluation criteria**

Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop bridge evaluation criteria and implementation procedures for determining which bridges are National Register eligible. These criteria will focus on significance at the state level but will also identify significant local trends and developments found during research. If Indiana played a national role in any innovations affecting the subject structures, possible national levels of significance will also be identified.

Criterion A will be developed to recognize structures that have an important association with significant events, trends or patterns in transportation history. Some structures that are primarily significant for their transportation function may also be associated with secondary themes. Significant secondary themes will be identified as appropriate to clarify the possible significance of structures. Secondary themes may include:

- Community planning and development
- Industry and commerce
- Social history
- Politics/government

Criterion C will be developed to identify structures that are significant representations of:

- Features common to its type, period, or method of construction
- Technological advances
- A variation, evolution, or transition that reflects an important phase in bridge construction
- High artistic value
- The work of a master

It is not anticipated that structures will be evaluated for eligibility under Criteria B or D. The Criteria for Evaluation will explain in detail why Criteria B and D are not expected to apply.
Task 3.2 Develop integrity considerations
Based on the results of the historic context report and the meeting (see Task 10.4), the CONSULTANT will develop integrity considerations that may apply to the subject structures. Integrity considerations, especially when inconsistent with the original design, may include:

- Widening the superstructure
- Replacing the superstructure after 1965
- Changing or removing a railing or parapet that is integral to the superstructure
- Replacing or adding main structural member

The CONSULTANT will review the work history field in the NBI database to determine types of alterations that will inform development of integrity considerations. These considerations will be incorporated into the draft and final evaluation criteria report.

Task 3.3 Prepare Draft evaluation criteria and implementation procedures
The CONSULTANT will submit a Draft Evaluation Criteria and Implementation Procedures report to INDOT for review. INDOT will complete a quality review of the draft report within 5 days of receipt. If the draft appears satisfactory, it will be submitted for concurrent review by INDOT, INSHPO, and FHWA Indiana. If INDOT provides written comments, the CONSULTANT will revise the evaluation criteria and implementation procedures to address and incorporate INDOT's comments. INDOT, INSHPO, and FHWA Indiana will review the CONSULTANT's revised draft within 30 days of receipt. Based on that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with one set of comments.

Task 3.4 Final evaluation criteria and implementation procedures
Based upon that review, INDOT will compile INDOT, INSHPO, and FHWA Indiana comments and provide the CONSULTANT with any additional written comments, and the CONSULTANT will incorporate the comments. The CONSULTANT will submit the final report to INDOT for review and approval.

Project Deliverables: Bridge evaluation criteria and implementation procedures. Final criteria and procedures will be provided in hard copy (5 copies) and on CD in PDF format (10 copies).

Task 4. Conduct Bridge Inventory

Task 4.1 Develop a historic bridge inventory database template
The CONSULTANT will work with INDOT System’s Technology staff to develop a historic bridge inventory database template for all bridges built prior to and in the year 1965. The Database will be developed in Access and will include relevant NBI data elements (approximately 60 item numbers are expected to be included) and additional relevant fields not included in the NBI. The database will be separate from NBI, but compatible with NBI. Additional relevant fields not in NBI are expected to include:

- Historic bridge name (if known)
- Bridge number (County Bridge # or State Bridge #)
• Bridge located in park or on private property
• Bridge type details (especially for trusses not distinguished in NBI)
• Unique bridge number
• Unique design features
• Structural features
• Integrity problems
• Bridge designer and builder (if known)
• Aesthetic treatments
• Historical association
• Indiana Historic Sites and Structures (IHSS) inventory numbers
• National Register eligibility determinations
• “Select/Non-Select” status (this field will be filled after Task 7 is completed)
• Data to back up the “Select/Non-Select” decision (to be determined during Task 6)
• NBI Item 37 for historic significance (with corrected data)

Identification of selected NBI data elements and new data elements not presently in the NBI will be coordinated with INDOT, FHWA Indiana, and INSHPO. The CONSULTANT will submit the draft database template to INDOT. INDOT, INSHPO, and FHWA Indiana will review the draft database template with proposed fields based on NBI elements and other relevant information before any data is collected. Based upon that review, INDOT will provide the CONSULTANT with written comments. The CONSULTANT will incorporate the comments and INDOT will review and approve the final database template.

Project Deliverable: Historic bridge inventory database template recorded electronically in Access with Excel spreadsheet export capability, provided on CD (10 copies)

Task 4.2 Populate database
The CONSULTANT will populate the database with NBI data and LTAP data for approximately 7,300 bridges. This task includes quality review of data to identify and address errors, omissions, and inconsistencies.

Task 4.3 Incorporate non-NBI bridges into the database
The CONSULTANT, in consultation with INDOT, will incorporate up to 50 non-NBI bridges identified by the public and interest groups during Tasks 8.4 and 9.1 into the database. Not all NBI database fields will be available.

Task 4.4 Determine project approach for Part 2
The CONSULTANT, in consultation with INDOT (see Task 10.5), will determine the proposed approach for succeeding tasks. INDOT will receive a memo of understanding outlining the proposed approach for review and comment.

Subsequent items under this task will be completed under a separate work scope.

Task 4.5 Collect bridge inventory data for all subgroups – Reserved (a detailed scope and cost proposal will be developed at a later date).
Task 5. Analyze Inventory Data to Make Eligibility Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 6. Develop Criteria for Identification of “Select” and “Non-Select” Bridges – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 7. Analyze Inventory Data to Make “Select” and “Non-Select” Determinations – Reserved (a detailed scope and cost proposal will be developed at a later date).

Task 8. Public Involvement – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. Three public presentations will be made to share information regarding the bridge inventory project, including the proposed methodology and evaluation criteria.

Task 8.1 Prepare presentation materials
The CONSULTANT will prepare a PowerPoint presentation and handouts. The CONSULTANT will submit presentation materials and handouts to INDOT for review prior to the meeting. The CONSULTANT will incorporate INDOT comments into the final version of the presentation materials and handouts prior to distribution. The final version will be used for the three presentations.

Task 8.2 County Bridge Conference presentation
If invited, the CONSULTANT will make a presentation at the County Bridge Conference, sponsored by the LTAP and Purdue University, to be held in January 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.3 Road School presentation
If invited, the CONSULTANT will make a presentation at Purdue Road School, to be held in spring 2007 in West Lafayette. The CONSULTANT will work with INDOT to obtain an invitation.

Task 8.4 Public presentation
The CONSULTANT will make three presentations at locations selected in consultation with INDOT. The locations will include Indianapolis, the northern part of the state, and the southern part of the state. The CONSULTANT, in consultation with INDOT and INSHPO, will identify and invite groups, including County Historians, Historic Landmarks Foundation of Indiana and its affiliates, and the Historic Spans Task Force, and individuals with an interest in historic bridges to the meeting. The presentation will be open to the public and advertised through a public notice in the newspaper. The CONSULTANT will solicit information from attendees on bridges not included in the NBI. Such bridges may include bypassed bridges and bridges in parks.

Task 9. Supply Information for Creation of a Project Website – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. As part of the public involvement campaign, the CONSULTANT will assist INDOT’s Systems Technology staff, as directed, with
content and format recommendations and provide copy content drafts for INDOT approval. Development, maintenance, and technical management of the project website will be the responsibility of INDOT.

Task 9.1 Project information available on project website
On a quarterly basis, the CONSULTANT will provide information on project methodology, milestones, and public meetings to INDOT’s Systems Technology staff for posting on the project website. The website will also include a form for the public to identify non-NBI bridges. This form can be printed, completed, and returned. INDOT will review all web information prepared by the CONSULTANT prior to posting and provide written comments. The CONSULTANT will incorporate INDOT comments prior to submittal to INDOT’s Systems Technology staff for posting.

Task 9.2 Final historic context report available on project website
The CONSULTANT will provide the final historic context report to INDOT’s Systems Technology staff in PDF format for posting on the project website.

    Project Deliverables: Electronic files containing project information and report in PDF format for public outreach.

Task 10. Meetings and Project Milestones – This task will be undertaken concurrently with Tasks 1 through 4.1, as appropriate. The CONSULTANT will meet with INDOT, and any other entities (such as FHWA Indiana) as decided by INDOT, to review the scope of services, schedule, and deliverables for the project. The CONSULTANT will develop a refined schedule with meetings and project milestones outlined. Meetings may be waived by INDOT or reallocated to occur in conjunction with a different task. Additional meetings would be considered extra services. The CONSULTANT will provide INDOT with weekly progress reports via e-mail.

Task 10.1 Kick-off meeting
The CONSULTANT will meet with INDOT and other invited entities to gather historical research materials, review the project schedule, discuss the public involvement campaign, and establish the communication protocol between project participants. INDOT’s Systems Technology staff will be present to discuss content and format recommendations for the project website. Minutes will be prepared and distributed to participants.

Task 10.2 Draft historic context report meeting
The CONSULTANT will meet with INDOT and other invited entities to review and discuss written comments, as provided by INDOT, on the CONSULTANT’s revised draft historic context report. Minutes will be prepared and distributed to participants.

Task 10.3 Methodology meeting
The CONSULTANT will consult with INDOT and other invited entities at a meeting to discuss a methodology to separate INDOT’s pre-1966 bridge population into bridge subgroups. Minutes
that document the decisions on the stratification methodology will be prepared and distributed to participants.

Task 10.4 Evaluation criteria meeting
The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss how the historic context report will influence the development of criteria for evaluation and integrity considerations. Minutes will be prepared and distributed to participants.

Task 10.5 Project approach meeting
The CONSULTANT will meet with INDOT, and other entities as decided by INDOT, to discuss the proposed approach for succeeding tasks. Minutes will be prepared and distributed to participants.

Task 11. Development of the Programmatic Agreement – Reserved (a detailed scope and cost proposal will be developed at a later date).
ATTACHMENT B

Standard Treatment Approach for Historic Bridges

REHABILITATION

The following standard treatment approach applies to all Select Bridges and when the selected alternative includes preservation of a Non-Select Bridge:

1. The bridge owner will develop plans to rehabilitate the bridge in accordance with the Secretary of the Interior’s Standards for Rehabilitation, or as close to the Standards as is practicable.

2. The bridge owner will provide rehabilitation plans to the Indiana SHPO when the design is approximately 30% complete, 60% complete, and when final design plans are complete. If the project involves a bypass of the historic bridge, then the plan submittals will include a site plan and design of the new bridge and the historic bridge. The purpose of these reviews is to evaluate the design and proximity of the new bridge in relationship to the historic bridge (if historic bridge is bypassed), ensure compliance with the Secretary of Interior’s Standards for Rehabilitation, and to incorporate context sensitive design features, where practicable.

3. The Indiana SHPO will have thirty (30) days to review and provide comments to the bridge owner and notify them of any photo documentation requirements. If comments are not received within thirty (30) days, the bridge owner may assume agreement from the Indiana SHPO on the plans submitted.

4. The bridge owner will provide a written response to Indiana SHPO comments before the design is advanced to the next phase. The Indiana SHPO comments must be addressed.

5. The bridge owner will ensure that the historic bridge will be maintained for a minimum period of 25 years.

6. If the bridge is currently listed on the NRHP, then INDOT will seek approval of the Department of Interior to keep it on the Register.

7. The bridge owner will complete any photo documentation in accordance with the specifications provided by the Indiana SHPO.

1 Applicable whether rehabilitated at existing location or relocated, whether rehabilitated for vehicular or non-vehicular use.
8. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.

9. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then FHWA will comply with the dispute resolution stipulation of the Agreement.

DEMOLITION

The following standard treatment approach applies to Non-Select Bridges when the selected alternative includes demolition of the Non-Select Bridge:

1. The bridge owner will consult with the Indiana SHPO to determine if photo-documentation of the bridge is needed. If needed, the Indiana SHPO will specify the photo documentation standards and distribution requirements. If the Indiana SHPO does not respond within thirty (30) days, the bridge owner may assume the Indiana SHPO does not require any photo documentation.

2. The bridge owner will complete any required photo documentation in accordance with the specifications provided by the Indiana SHPO.

3. The bridge owner will ensure that the above requirements are implemented before INDOT requests construction authorization from FHWA.

4. If there is any disagreement between the Indiana SHPO and the bridge owner in carrying out this standard approach, then FHWA will consult with the Indiana SHPO and the bridge owner to resolve the disagreement. If the disagreement cannot be resolved by FHWA, then the dispute resolution process identified in the Agreement will be followed.

5. Salvage of elements that may be stored and used for future repair of similar historic bridges, if a party was identified during the bridge marketing phase of project development (see Stipulation III.B.2).
PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE MARYLAND STATE HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER
REGARDING
SHA'S HISTORIC HIGHWAY BRIDGES IN MARYLAND

WHEREAS, the Federal Highway Administration (FHWA) administers the Federal Aid Highway Program (FAHP) in Maryland authorized by 23 U.S.C. 101 et seq. through the Maryland State Highway Administration (SHA) (23 U.S.C. 315); and

WHEREAS, the FHWA has determined that the FAHP may be used to rehabilitate or replace SHA-owned highway bridges listed in or eligible for listing the National Register of Historic Places (National Register) (hereafter referred to as “historic bridges”); and

WHEREAS, the FHWA has consulted with the Advisory Council on Historic Preservation (ACHP) and the Maryland State Historic Preservation Officer (MD SHPO) pursuant to the ACHP’s regulations found at 36 CFR §800.14(b) implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. §470f); and

WHEREAS, the Maryland State Highway Administration (SHA) has participated in the consultation, has responsibilities under this agreement, and has been invited to be a signatory to this Programmatic Agreement (PA); and

WHEREAS, the FHWA and SHA have identified and invited the following parties to consult in the Section 106 process for the development of this PA: Maryland County Historic Preservation and Historic District Commissions, Maryland Certified Heritage Areas, Maryland Scenic Byways Commission, Preservation Maryland and the National Park Service – National Capital Region; and

WHEREAS, the SHA administers state funded bridge projects as defined in Section 2-103.1 of the Transportation Article, and the SHA and the MD SHPO agree that SHA shall use the applicable provisions of this PA to fulfill its compliance responsibilities under the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article Sections 5A-325 and 5A326 of the Annotated Code of Maryland (Act); and

WHEREAS, the SHA maintains a staff of cultural resource specialists who meet the professional qualifications in 48 FR 44716 in the fields of architectural history, history and archeology, to carry out its historic preservation programs and responsibilities, including the implementation of the provisions of this PA; and,

WHEREAS, the provisions of the PA only apply to projects involving SHA-owned historic bridges in Maryland;
WHEREAS, the SHA is aware of their responsibility of administering the local agency projects under the stewardship agreement between FHWA and SHA and also the requirement to meet the National Bridge Inspection Standards (NBIS), and in the future a Programmatic Agreement or defined consultation process will be developed for locally owned bridges with the counties and city;

NOW, THEREFORE, the FHWA, ACHP, MD SHPO and SHA agree that the rehabilitation or replacement of SHA-owned historic bridges with FAHP funds (undertakings) shall be administered in accordance with the following stipulations, exercising reasonable judgment and good faith, to satisfy the FHWA’s Section 106 responsibilities for such undertakings.

STIPULATIONS

FHWA and MD SHA will ensure that the following measures are carried out:

I. Purpose

A. This PA sets forth the process by which the FHWA will meet its responsibilities under Sections 106, 110(d), and 110(f) of the NHPA with the assistance of the SHA, for SHA-owned historic highway bridge projects assisted by the FAHP. Furthermore, the SHA and the MD SHPO have agreed that SHA will use the applicable provisions of this PA to fulfill its compliance responsibilities under the Act. This PA establishes the basis for SHA’s administration of its Historic Highway Bridge Program and establishes how the FHWA and the MD SHPO will be involved in both the Program and individual bridge projects under the Program.

B. The SHA proposes to administer its Historic Highway Bridge Program in accordance with this PA, in order to manage its assets and ensure that SHA’s engineering heritage is preserved and protected for the benefit of Maryland’s citizens. This PA identifies the program’s key components including designation of three treatment categories for SHA-owned and managed historic bridges:
1. Preservation Priority Historic Bridges (Listed in Attachment A): historic bridges designated for indefinite preservation;
2. Eligible Historic Bridges (Listed in Attachment B): historic bridges that will be maintained and preserved, when feasible, and are subject to a streamlined review process; and
3. Non-Priority Historic Bridges (Listed in Attachment C): historic bridges that do not require preservation in place and are subject to a streamlined review process and standard mitigation treatments.

C. The PA addresses provisions for the appropriate management and corresponding review processes for historic bridges in each of the three treatment categories. It provides streamlined review procedures under certain circumstances, standardized mitigation treatments for Non-Priority Historic Bridges, measures for coordination with Maryland Heritage Areas and Scenic Byways, and use of design exceptions and variances. In addition, the PA includes measures for bridge stewardship and outreach efforts, as resources allow.
II. Applicability

A. **Applicability:** This PA applies to any FHWA assisted work conducted on SHA-owned eligible historic bridges including, but not necessarily limited to, bridge maintenance, preservation, rehabilitation, restoration, reconstruction, relocation, and/or replacement projects, and projects containing any or all elements of the above project types.

B. **Effect on Existing Agreements:** The measures contained in this PA do not supersede stipulations contained in previously executed Memoranda of Agreement regarding the rehabilitation or replacement of individual historic bridges in Maryland. Furthermore, this PA does not replace those provisions for minor bridge and small structure work established in SHA’s 2008 Amended Programmatic Agreement for Minor Highway Projects (or any subsequent amendment).

C. **Non-SHA Owned Historic Bridges in Maryland:** The provisions of this PA do not apply to historic bridges in Maryland owned by local governments, federal agencies, or other entities. Nonetheless, the signatory parties to this PA agree that the treatment principles, guidance, and review considerations contained herein may be relevant to non-SHA owned historic bridges. FHWA, SHA and the MD SHPO will promote the appropriate stewardship of non-SHA owned historic bridges in Maryland through their respective agency programs, where appropriate.

III. Responsibilities of the FHWA, the SHA and the MD SHPO

A. In compliance with its responsibilities under the NHPA, and as a condition of its award to SHA of any assistance for bridge rehabilitation or replacement projects under the FAHP, the FHWA shall require the SHA to carry out the provisions of this PA to meet the requirements of 36 CFR Part 800, and the applicable ACHP standards and guidelines, for all undertakings involving SHA historic bridges that are included in Attachments A-C that receive Federal assistance. The FHWA, ACHP, and the MD SHPO will participate in the process as specified in subsequent stipulations.

B. SHA cultural resource professionals will be responsible for implementing the requirements of this PA that are delegated to SHA.

C. SHA will strive to maintain in-house engineering expertise related to the treatment of historic bridges either on its staff or through consultant services, whose responsibilities will include overseeing work on its historic bridges in accordance with this PA.

D. The SHA will include information about National Register eligibility status of inventoried bridges in its internal databases used by its cultural resources, project planning and structures personnel.

IV. Potential Effects to Other Historic Properties from Bridge Projects

A. SHA will review all undertakings subject to this PA in order to determine if the undertaking has the potential to affect other historic properties, including archeological sites. If there are other historic properties within the APE that may be affected by the undertaking, SHA will follow the standard consultation requirements of 36 CFR Part 800 (where applicable).
B. At SHA's discretion, or upon the written request of FHWA, the MD SHPO, or other party, SHA may review any project subject to this PA in accordance with the standard review process established in 36 CFR Part 800 and shall include appropriate consulting parties as defined at 36 CFR §800.2 in the consultation process.

V. Identification of SHA Historic Bridges

A. Inventory Efforts: In 1995, SHA began its comprehensive efforts to identify bridges eligible for the National Register on Maryland's state and county highways, in consultation with the MD SHPO. These initial efforts resulted in the preparation of the *Historic Highway Bridges in Maryland: 1631-1960: Historic Context Report* (Spero & Company and Berger & Associates, 1995), which included an inventory of SHA-owned bridges constructed between 1809 and 1947. SHA evaluated the National Register eligibility of the identified bridges under Criterion C, at a state level of significance, and obtained concurrence from the MD SHPO with its determinations on July 27, 2001. SHA has continued to identify and evaluate individual bridges on a case by case basis, in consultation with the MD SHPO. SHA completed a second comprehensive evaluation of SHA-owned bridges constructed between 1948-1965 that resulted in the preparation of the *Phase II State Historic Bridge Context & Inventory of Modern Bridges, Survey Report and Assessments of Significance* (URS 2004) and “Tomorrow’s Roads Today,” *Expressway Construction in Maryland 1948-1965* (Bruder 2010). SHA coordinated its inventory efforts with the MD SHPO, FHWA, and other relevant parties (such as local governments, historic preservation commissions and heritage areas).

B. Historic Bridges Subject to the PA: The attachments to this PA include SHA-owned bridges that SHA, with concurrence by the MD SHPO, determined eligible for the National Register based on consultation through September 2010. Those bridges that are not individually eligible but may be eligible as contributing elements to a historic district may not be included in the attachments. Attachments A-C list all the SHA-owned historic bridges determined eligible for the National Register by SHA in consultation with the MD SHPO, organized by treatment category:
1. Attachment A: Preservation Priority Historic Bridges - 17 historic bridges designated for long term preservation;
2. Attachment B: Eligible Historic Bridges - 91 historic bridges that may be preserved when feasible; and
3. Attachment C: Non-Priority Historic Bridges - 60 historic bridges that do not require preservation.
4. The following NRHP-eligible bridges included in Attachments A and B do not meet the requirements of the ACHP’s “Program Comment Issued for Streamlining Section 106 Review of Actions Affecting Post-1945 Concrete and Steel Bridges,” (FR Nov. 16, 2012, 68790-68795) because they have significance as examples of their type that were constructed after 1945 in Maryland:
   a. SHA Bridge No. 1304600, Aluminum Bridge, MD 32 over River Road, Patapsco River and B&O Railroad [now CSXT] (Attachment A, Preservation Priority)
   b. SHA Bridge No. 0306800, MD 128 over Piney Run (Attachment B, Eligible Bridge)
   c. SHA Bridge No. 0307100, Glyndon Bridge, MD 128 over Western Maryland Railroad (Attachment B, Eligible Bridge)
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d. SHA Bridge No. 0309900, MD 151 over Patapsco & Back River Railroad and MD 151B (Attachment B, Eligible Bridge)
e. SHA Bridge No. 2300800, US 113 over Purnell Branch (Attachment B, Eligible Bridge)

C. Inventory Updates and Revisions to Attachments A-C: SHA and the MD SHPO have agreed on the National Register eligibility determinations based on the inventory efforts which have identified SHA’s bridges constructed between 1809 and 1965. SHA shall continue to identify and evaluate the National Register eligibility of its bridges on a case-by-case basis as need arises, in consultation with the MD SHPO and any other relevant parties. SHA will not continue to comprehensively inventory unidentified bridges and small structures constructed after 1965 on Maryland highways that meet the ACHP’s “Program Comment Issued for Streamlining Section 106 Review of Actions Affecting Post-1945 Concrete and Steel Bridges,” (77 FR 68790-68795). Annually, the SHA may modify Attachments A-C to reflect the results of any inventory updates based on consultation and mutual agreement between SHA and the MD SHPO. SHA shall provide copies of any revised attachments to this PA to the signatory parties with its annual report produced pursuant to Stipulation XIII of the PA.

VI. Management Plans, Guidelines, Standards, Regulations and Contexts

A. Management Plan: SHA completed the Management Plan for Historic Highway Bridges (KCI Technologies, Inc. & TranSystems/Lichtenstein, April 2010) (Management Plan), which includes individual management plans for the preservation of the priority bridges, as well as general guidance for best practices.

B. Guidelines, standards, regulations, contexts and management plans relevant to this PA and its purposes include:

- 36 CFR Part 800: Protection of Historic Properties (2004);
- Exemption Regarding Historic Preservation Review Process for Effects to the Interstate Highway System (70 Federal Register, 11928-11931);
- Program Comment Issued for Streamlining Section 106 Review of Actions Affecting Post-1945 Concrete and Steel Bridges (77 FR 68790-68795)
- Secretary of Interior’s Standards for Treatment of Historic Properties (36 CFR Part 68);
- Phase II State Historic Bridge Context & Inventory of Modern Bridges, Report and Assessments of Significance (URS 2004);
- ‘Tomorrow’s Roads Today,’ Expressway Construction in Maryland 1948-1965 (Bruder 2010);
- Standards and Guidelines for Architectural and Historical Investigations in Maryland (Maryland Historical Trust 2000); and
- Standards and Guidelines for Archeological Investigations in Maryland (Shaffer and Cole, 1994).
VII. Treatment of Preservation Priority Historic Bridges

SHA has selected seventeen (17) historic bridges, listed in Attachment A, for its treatment category, Preservation Priority Historic Bridges, for preservation in perpetuity to the maximum extent possible. SHA will continue to maintain and preserve these bridges, in accordance with relevant guidance contained in the Management Plan.

A. Preservation and Maintenance: SHA will maintain and preserve the Preservation Priority Historic Bridges listed in Attachment A. In accordance with the specific bridge management plan developed for each of these bridges, SHA will incorporate measures that may involve repair, strengthening or replacement of bridge components and/or design exceptions directed at keeping the preservation priority historic bridges in long-term use. For practical purposes, “long-term” is taken to mean 20 years into the future. A 20-year window was chosen as an upper limit of how far reasonable predictions can be made regarding how any given bridge will react to its existing and proposed environment with the information that is available at the time preservation activities are planned. All repair, strengthening or replacement of bridge components will follow the recommended approaches of the Secretary of Interior’s Standards for Treatment of Historic Properties, as well as the guidance contained in the individual management plans that will be found in the Management Plan.

B. Biennial Inspection: In order to determine if any of the Preservation Priority Historic Bridges listed in Attachment A require repair or rehabilitation, SHA will inspect each bridge following NBIS requirements on a two-year cycle (or sooner if conditions warrant) and report the inspection results to the Office of Structures (OOS) Structures Remedial Engineer in charge of the bridge.

C. Training for SHA Structures Maintenance Personnel: Within one (1) year of the signing of this PA and SHA’s Office of Planning and Preliminary Engineering (OPPE) and OOS will provide training to SHA structures engineers, structures inspectors and district maintenance workers as well as cultural resources professionals in order to ensure that appropriate maintenance treatments are being applied to the 17 bridges identified for preservation priority. The training will be provided either during the annual bridge inspection training class or other appropriate training and scheduled through the Learning Management System or any subsequent training tracking systems for SHA employees.

D. Funding for Preservation Priority Historic Bridges: Recognizing that individual bridge projects will occur on different schedules depending on available funding sources and individual bridge needs, SHA will begin actively seeking funds for preservation and rehabilitation of the 17 bridges using traditional funding sources on an as-needed basis within one (1) year of the signing of this PA. If needed, additional state and federal funding sources will be sought.

E. Considerations for Replacement of Preservation Priority Bridges:

1. Review Process for Preservation Priority Historic Bridges: Considering the prominent status of the Preservation Priority Historic Bridges, SHA, FHWA and the MD SHPO shall review all undertakings involving Preservation Priority Historic Bridges in accordance with the standard review process established in 36 CFR Part
800 and shall seek out and include appropriate consulting parties as defined at 36 CFR §800.2 in the consultation process.

2. If SHA determines that preservation of a Preservation Priority Historic Bridge is no longer feasible, SHA will thoroughly investigate all prudent and feasible alternatives, including the following options, before selecting the replacement alternative:
   - No build;
   - Minor structural rehabilitation to the existing bridge for continued vehicular use;
   - Reducing traffic volumes on the existing bridge, including one-way pair;
   - Bypassing and preserving the existing bridge in place; and
   - Relocating the existing bridge to another site.

3. If a Preservation Priority Historic Bridge is bypassed or relocated, SHA will develop an alternative management plan for the bridge’s continued use as an integral part of a pedestrian or other type of facility.

4. If a Preservation Priority Historic Bridge needs to be replaced, appropriate additional efforts will be determined by the signatories of this PA to mitigate the loss of that bridge, through the consultation process noted in Stipulation VII.E.7 below. Examples of appropriate mitigation may be the development of a bridge design that would reflect both the state of twenty-first century bridge design and SHA’s engineering heritage (e.g., a concrete arch bridge), or providing funding to improve another preservation priority historic bridge or identifying an eligible historic bridge listed in Attachment B which can be designated as a Preservation Priority Historic Bridge.

5. If an Eligible Historic Bridge is made a Preservation Priority Historic Bridge as a result of losing a Preservation Priority Bridge, SHA will develop an individual management plan for that bridge in consultation with the MD SHPO as part of the mitigation for the loss of the other bridge.

6. If a proposed project subject to this PA includes work on any bridge listed in Attachment A, the SHA will review the project in order to determine if it may have an adverse effect on the bridge or any other historic and archeological properties in the area of potential effects, applying the Criteria of Adverse Effect set forth in 36 CFR §800.5(a)(1).

7. Status Report: SHA will provide annual updates to FHWA, ACHP, and MD SHPO on the status of the bridge preservation efforts in conjunction with the annual review pursuant to Stipulation XIII of this PA.
VIII. Treatment of Eligible Historic Bridges

SHA has assigned ninety-one (91) historic bridges, listed in Attachment B, to the treatment category Eligible Historic Bridges. SHA will continue to maintain and preserve these bridges, in accordance with relevant guidance contained in the Management Plan, as feasible. Since these bridges may not be ideal candidates for long-term preservation in place, SHA will manage these structures on a case-by-case basis. Rehabilitation, adaptive use, relocation, demolition and replacement are all possible treatment options for this bridge category. The signatory parties to this PA agree that a streamlined approach to the review of projects that result in no adverse effects to Eligible Historic Bridges is appropriate, as established below.

A. Review Process for Eligible Historic Bridges:

1. If a proposed project subject to this PA includes work on any bridge listed in Attachment B, the SHA will review the project in order to determine if it may have an adverse effect on the bridge or any other historic and archeological properties in the area of potential effects (APE), applying the Criteria of Adverse Effect set forth in 36 CFR §800.5(a)(1).

2. SHA will use the Secretary of the Interior’s Standards for the Treatment of Historic Properties and the guidance contained in the Management Plan in order to assess whether or not the proposed work would constitute an adverse effect.

3. If SHA determines that the project may constitute an adverse effect, they will seek to avoid such effects by incorporating the treatments and guidance contained in the Management Plan. SHA shall consider a full range of project alternatives, including: no action; construct a new structure at a different location without affecting the historic integrity of the old bridge; and rehabilitate the historic bridge without affecting the historic integrity of the structure.

4. The FHWA, MD SHPO, SHA and the ACHP agree that following the Review Process for Eligible Historic Bridges includes all possible planning to minimize effects to the historic bridge.

B. No Adverse Effects:

1. For projects SHA reviews under this Stipulation, it will provide notification and opportunities for input from interested parties by copying the relevant local government Planning and Zoning Office, Certified Heritage Area, Scenic Byway, or other appropriate entity on its SHA Historic Bridge Review Form. SHA may copy other organizations at its discretion or upon request.

2. If SHA determines that the proposed undertaking will have no adverse effect on historic properties, no further consultation with the MD SHPO is required.

3. SHA shall document its review and no adverse effect determination on a SHA Historic Bridge Review Form (Attachment E). SHA will provide the MD SHPO with an electronic courtesy copy of the SHA Historic Bridge Review Form and will provide a list of all such forms it handles in a given calendar year as part of its annual report, pursuant to Stipulation XIII.
4. SHA may request written concurrence from the MD SHPO for its determination of no adverse effect for any project subject to this Stipulation, if desired.

5. If SHA receives comments from the other parties, SHA will provide a copy of the documentation to the MD SHPO and consult with all relevant parties to resolve any issues or handle the individual project review under the standard 36 CFR Part 800 process.

C. Resolution of Adverse Effects:

If SHA determines that the undertaking will have an adverse effect on an Eligible Historic Bridge, and that there are no viable alternatives that would avoid causing adverse effects, it will consult with the MD SHPO, FHWA, and any other identified consulting parties, pursuant to 36 CFR §800.6 to resolve the adverse effects. FHWA will notify the ACHP pursuant to 36 CFR 800.6(a) when a finding of adverse effects is made for a bridge in this category.

1. In consultation with the FHWA, MD SHPO, and other consulting parties, SHA will develop and implement a Memorandum of Agreement (MOA) outlining a mitigation plan for the Eligible Historic Bridge. Mitigation plans may include, but are not limited to, developing information about types of technology and engineering data related to the affected eligible bridge(s); providing copies of original plans, photographs, and new Maryland Inventory of Historic Properties (MIHP) forms to the MD SHPO or other appropriate repository; Historic American Engineering Record (HAER) recordation; salvage of elements for curation, public education, reuse or incorporation into a new bridge; design review of the replacement bridge, where applicable; or other appropriate measure.

2. If other historic properties will be affected, SHA will address the effects of the undertaking on all historic properties in a single MOA. All agreed upon mitigation measures will be included in an MOA executed in accordance with 36 CFR 800.6(c).

IX. Treatment of Non-Priority Historic Bridges

SHA has assigned sixty (60) historic bridges, listed in Attachment C, to the treatment category Non-Priority Historic Bridges. SHA will continue to maintain these bridges, in accordance with relevant guidance contained in the Management Plan, as feasible. Since these bridges are representative examples of their type and not ideal candidates for long-term preservation in place, demolition and replacement are possible treatment options for this bridge category, when maintenance and rehabilitation are no longer feasible and cost effective options for these bridges. The signatory parties to this PA agree that a streamlined approach to the review of projects that result in no adverse effects to Non-Priority Historic Bridges is appropriate, as established below. Furthermore, since SHA has generated sufficient documentation regarding these bridges as part of its historic bridge inventory efforts, the signatory parties agree to resolve any adverse effects to these resources through the use of standard mitigation treatments (as defined in IX.D).
A. Review Process for Non-Priority Historic Bridges:

1. If a proposed project for the type of undertakings listed in the Applicability section of this PA includes work on any bridge in Attachment C, the SHA will review the project in order to determine if it may have an adverse effect on the bridge or any other historic and archeological properties in the APE, applying the Criteria of Adverse Effect set forth in 36 CFR §800.5(a)(1).

2. SHA will use the Secretary of the Interior’s Standards for the Treatment of Historic Properties and the guidance contained in the Management Plan in order to assess whether or not the proposed work would constitute an adverse effect. If SHA determines that the project may constitute an adverse effect, they will seek to avoid such effects by incorporating the treatments and guidance contained in the Management Plan.

B. No Adverse Effects:

1. If SHA determines that the proposed undertaking will have no adverse effect on historic properties, no further consultation with the MD SHPO is required.

2. SHA shall document its review and no adverse effect determination on a SHA Historic Bridge Review Form (Attachment E). SHA will provide the MD SHPO with an electronic courtesy copy of the SHA Historic Bridge Review Form and will provide a list of all such forms it handles in a given calendar year as part of its annual report, pursuant to Stipulation XIII.

3. SHA may request written concurrence from the MD SHPO for its determination of no adverse effect for any project subject to this Stipulation, if desired.

4. For projects SHA reviews under this Stipulation, it will provide notification and opportunities for input from interested parties by copying the relevant local government Planning and Zoning Office, Certified Heritage Area, Scenic Byway, or other appropriate entity on its SHA Historic Bridge Review Form. SHA may copy other organizations at its discretion or upon request.

5. If SHA receives comments from the other parties, SHA will provide a copy of the documentation to the MD SHPO and consult with all relevant parties to resolve any issues or handle the individual project review under the standard 36 CFR Part 800 process.

C. Resolution of Adverse Effects Through Standard Mitigation Treatments:

1. If SHA determines that the undertaking will have an adverse effect on a Non-Priority Historic Bridge, and that there are no viable alternatives that would avoid causing adverse effects, SHA will notify the MD SHPO, FHWA, and any other identified consulting parties, of its intent to resolve the adverse effect by implementing the Standard Mitigation Treatment for Non-Priority Historic Bridges.
2. When using a Standard Mitigation Treatment, execution of a MOA to resolve the adverse effect is not warranted for this bridge category, unless the MD SHPO, FHWA or other consulting party object to the use of Standard Mitigation Treatments within thirty (30) days of SHA’s notification.

3. If SHA receives comments from the other parties, SHA will provide a copy of the documentation to the MD SHPO and consult with all relevant parties to resolve any issues or handle the individual project review under the standard 36 CFR Part 800 process.

4. SHA shall ensure that the mitigation, either a Standard Mitigation Treatment or other negotiated measure under a MOA, is completed prior to demolition or alteration of the historic bridge.

D. Standard Mitigation Treatment for Non-Priority Historic Bridges: The signatory parties to this PA agree that SHA may employ the following standard treatment to mitigate the adverse effect of an undertaking on a Non-Priority Historic Bridge.

1. SHA shall prepare a recodification package to mitigate an undertaking’s adverse effect on a Non-Priority Historic Bridge listed in Attachment C.

2. SHA prepared Determination of Eligibility (DOE) Forms for all 60 Non-Priority Historic Bridges in October 2009. This documentation includes a full description of the bridge, a brief historic context, mapping and photographs. To serve as the Standard Mitigation Treatment recodification package, SHA shall convert the existing DOE forms into the MD SHPO’s Addendum Sheet format, as illustrated in Attachment D. This documentation shall fulfill SHA’s mitigation requirement for all Non-Priority Historic Bridges.

3. SHA may provide the MD SHPO with a single recodification package for all 60 Non-Priority Historic Bridges or may prepare and submit the documentation on a project-by-project basis. SHA shall ensure that all recodification packages for the bridges listed in Attachment C are provided to the MD SHPO within five (5) years from the execution of this PA.

4. SHA shall include a list of all the bridges it handled through Standard Mitigation Treatment for Non-Priority Historic Bridges for each given calendar year in its Annual Report produced pursuant to Stipulation XIII of this PA.

X. Coordination with Maryland Heritage Areas and Maryland Scenic Byways

SHA shall identify if an undertaking subject to this PA includes work within in a Certified Heritage Area or along a Maryland Scenic Byway. SHA shall make sure that any such undertaking supports the objective and mission of the affected heritage area and/or scenic byway and that the project is designed in a manner that acknowledges the area’s unique history, culture, natural resources and heritage tourism goals. SHA shall coordinate with and take into consideration the views of heritage area authorities, tourism agencies and any other consulting parties during project planning and implementation.
XI. Use of Variances

A. FHWA and SHA strongly encourage the development of historic bridge projects in a context sensitive manner, including the use of variances when practical.

B. SHA and FHWA agree design exceptions should not be required for each preservation project affecting the 17 Preservation Priority Historic Bridges if the bridges are solely being maintained and not replaced. If the bridge is not being widened or replaced, the geometrics are not changed, eliminating the need for Design exceptions. Design exceptions are not necessary for the maintenance/preservation activities. Design exceptions are required for Bridge Rehabilitation/Improvement projects in which modifications are possible to improve safety through changes to the geometrics. Design Exceptions would be investigated and applied to on a case-by-case basis include sight distances, vertical and horizontal curve clearances, shoulder widths, and geometric improvements.

XII. Bridge Stewardship and Outreach Efforts

SHA appreciates that the historic bridges under its ownership and control embody significant structures reflecting Maryland’s rich history, technology, engineering, and transportation accomplishments and these bridges are important to the interests of the State and its citizens. SHA will promote awareness and appropriate stewardship of Maryland’s historic bridges through the measures listed below, as funding and resources allow.

A. National Register of Historic Places Nominations: SHA will nominate the Preservation Priority Historic Bridges to the National Register. Within one year of the signing of this PA, SHA will complete the Multiple Property Documentation Form which will discuss The Historic Highway Bridges of Maryland, 1809-1962, and submit that document along with required attachments to the MD SHPO. SHA shall also submit at least two bridge nominations per year to the MD SHPO, as funds are available for the nomination work. SHA shall develop the nomination package(s) in accordance with the National Register Bulletin How to Complete the National Register Form and all other applicable guidance from the National Park Service and the MD SHPO. SHA shall submit the completed National Register nomination(s) to the MD SHPO for review and approval. SHA shall revise the nomination package(s) in accordance with any MD SHPO comments. Once approved by the MD SHPO, the MD SHPO shall forward the nomination(s) to the Keeper of the National Register of Historic Places for listing.

B. Updating SHA’s Historic Bridges Web Pages and Creation of a Maryland National Register Historic Bridges Web Page: Within one (1) year of the signing of this PA, SHA will work with FHWA, and MD SHPO, to update its Maryland Historic Bridges portion of its web site. Updates will include but are not limited to the following items: a copy of the executed PA, the Management Plan, the individual bridge management plans, historic bridge contexts, guidance for best practices, high resolution scanned images of MIHP bridge forms performed for FHWA funded projects, and high resolution digital images of documented bridges. In addition, SHA will post new bridge studies or documentation to
the Historic Bridges Web Pages, as appropriate. The MD SHPO will ensure that the listed bridges are included in the National Register web page that it maintains.

C. **Public Outreach:** SHA will seek opportunities to make presentations, publish articles, create posters, and/or implement other outreach measures about its Historic Highway Bridge Program during annual meetings or training sessions such as the Maryland Annual Preservation and Revitalization Conference, the County Engineers Association of Maryland’s Annual Meeting, the Maryland Association of Historic District Commissions (MAHDC) meetings, and other relevant events, as resources allow.

D. **Historic Bridge Plaques:** SHA will install the metal plaques created for the Preservation Priority Historic Bridges listed in Attachment A within one (1) year of executing this PA.

**XIII. Annual Reporting**

A. Beginning June 30, 2014 and on or about the end of Maryland’s fiscal year for the duration of this PA, the SHA will prepare an annual report, addressing the topics listed below as relevant to the preceding calendar year, and provide it to the MD SHPO and FHWA:

- List of project reviews completed for the Preservation Priority Historic Bridges;
- List of project reviews completed for the Eligible Historic Bridges, noting relevant effect determinations and outcomes;
- List of project reviews completed for the Non-Priority Historic Bridges, noting relevant effect determinations and outcomes;
- Status of preparing the standard mitigation treatment for the 60 Non-Priority Historic Bridges;
- Progress in developing and distributing design exceptions for historic bridges;
- Progress in nominating the Preservation Priority Historic Bridges to the National Register;
- Progress in updating the SHA Historic Bridge Web Pages;
- Progress in outreach efforts;
- Status of installing the plaques on the preservation priority historic bridges;
- Updates on SHA’s Annual Bridge Candidates for New/Replacement Structure List;
- Any problems or unexpected issues encountered during the year;
- Any revisions to Attachments A – C; and
- Any changes that SHA believes should be made in implementing the PA or the need for formal amendments to the agreement.

B. At the request of any signatory party to this PA, SHA shall hold a meeting or meetings with the signatory parties to facilitate review and comment, to address questions, or to resolve any outstanding issues related to the implementation of the PA.
XIV. Coordination with Other Federal and State Review Processes

For those projects covered by this PA that are also subject to coordination through other federal and state review processes that include the MD SHPO (such as joint federal/state permit applications to the Maryland Department of the Environment/Corps of Engineers and submittals to the Maryland State Clearinghouse for Intergovernmental Assistance), the SHA shall make a good faith effort to provide copies of the relevant SHA Historic Bridge Review Form as part of its joint permit application or State Clearinghouse notification. Inclusion of this form as part of these other federal and state review processes will document the SHA's compliance with Section 106 for the associated activities and facilitate the MD SHPO's review and processing of these activities under other federal and state review processes.

XV. Dispute Resolution

A. Resolution of Objections by the Signatories

Should the MD SHPO, or any of the signatories to this MOA, object in writing within 30 days to any plans or actions proposed pursuant to this MOA, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that such objection cannot be resolved, the FHWA will:

1. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide the FHWA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The FHWA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, the FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

3. The FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

B. Resolution of Objections by the Public

At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this agreement or the effect of the undertaking on historic properties be raised by another consulting party, a concurring party to the MOA, or a member of the public, the FHWA shall notify the parties to this agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this agreement to resolve the objection.
XVI. Amendment

Any signatory to this PA may request that it be amended, whereupon the parties shall consult to consider the proposed amendment.

XVII. Termination

Any party to this PA may terminate it by providing thirty days notice to the other signatories, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA and MD SHA will comply with 36 CFR §800.4 through 36 CFR §800.6 with regard to individual undertakings covered by this PA.

XVIII. Failure to Comply with Agreement

In the event the FHWA or SHA do not carry out the terms of this PA, the FHWA or SHA will comply with 36 CFR §800.4 through 36 CFR §800.6 with regard to individual undertakings covered by this PA.

XIX. Duration

This PA shall become effective upon execution by FHWA, MD SHPO, the ACHP, and SHA and shall remain in effect for ten years or until December 31, 2033. No later than December 31, 2022, FHWA will consult with the signatories to this PA to determine interest in renewing this PA. The PA may be extended for additional terms upon the written agreement of the signatories.
Execution and implementation of this PA evidences that the FHWA has afforded the ACHP a reasonable opportunity to comment on its programs and their effects on historic bridge properties.

FEDERAL HIGHWAY ADMINISTRATION

BY: [Signature]
Gregory Murrill, Division Administrator
Date: 6/27/13

MARYLAND STATE HIGHWAY ADMINISTRATION

BY: [Signature]
Melinda B. Peters, Administrator
Date: 6/27/13

MARYLAND STATE HISTORIC PRESERVATION OFFICER

BY: [Signature]
J. Rodney Little, State Historic Preservation Officer
Date: 6-27-13

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: [Signature]
John M. Fowler, Executive Director
Date: 7/19/13
LIST OF ATTACHMENTS

ATTACHMENT A  LIST OF PRESERVATION PRIORITY HISTORIC BRIDGES
ATTACHMENT B  LIST OF ELIGIBLE HISTORIC BRIDGES
ATTACHMENT C  LIST OF NON-PRIORITY HISTORIC BRIDGES
ATTACHMENT D  SAMPLE ADDENDUM SHEET FORMAT FOR STANDARD MITIGATION OF NON-PRIORITY HISTORIC BRIDGES
ATTACHMENT E  SHA HISTORIC BRIDGE REVIEW FORM
### Attachment A: Preservation Priority Historic Bridges

<table>
<thead>
<tr>
<th>Name</th>
<th>SHA Bridge Number</th>
<th>MIHP Number</th>
<th>Bridge Type</th>
<th>City/Town</th>
<th>County</th>
<th>Date</th>
<th>Preservation Level</th>
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<tr>
<td>MD 144E (Nat'l Pike) over Town Creek</td>
<td>0103500</td>
<td>AL-II-A-149</td>
<td>Concrete Arch</td>
<td>Flintstone</td>
<td>Allegany</td>
<td>1925</td>
<td>Priority</td>
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<tr>
<td>MD 51 over C &amp; O Canal</td>
<td>0104800</td>
<td>AL-I-C-075</td>
<td>Camelback Pony Truss</td>
<td>Keifars</td>
<td>Allegany</td>
<td>1932</td>
<td>Priority</td>
</tr>
<tr>
<td>Blue Bridge (MD 942 over N. Br. Potomac River)</td>
<td>0106600</td>
<td>AL IV-A-153</td>
<td>Arch Through Truss</td>
<td>Cumberland</td>
<td>Allegany</td>
<td>1955</td>
<td>Priority</td>
</tr>
<tr>
<td>MD 214 over the Patuxent River</td>
<td>0205400</td>
<td>AA-761</td>
<td>Parker Through Truss</td>
<td>Davidsonville</td>
<td>Anne Arundel</td>
<td>1935</td>
<td>Priority</td>
</tr>
<tr>
<td>Parkton Stone Arch Bridge (MD 463 over Little Gunpowder)</td>
<td>0310500</td>
<td>BA-593</td>
<td>Stone Arch</td>
<td>Parkton</td>
<td>Baltimore</td>
<td>1809</td>
<td>Priority</td>
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<tr>
<td>Patapsco River Bridge (US 40, Edmondson Ave Extended)</td>
<td>0310900</td>
<td>BA-2557</td>
<td>Open Spandrel Concrete Arch</td>
<td>Catonsville</td>
<td>Baltimore</td>
<td>1936</td>
<td>Priority</td>
</tr>
<tr>
<td>US 40 (National Pike) over Middle Creek</td>
<td>1003100</td>
<td>F-4-116</td>
<td>Concrete Arch w/ Stone Veneer</td>
<td>Myersville</td>
<td>Frederick</td>
<td>1936</td>
<td>Priority</td>
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<tr>
<td>US 40 Alternate over Casselman River</td>
<td>1100700</td>
<td>G-II-C-101</td>
<td>Pratt Through Truss</td>
<td>Grantsville</td>
<td>Garrett</td>
<td>1932</td>
<td>Priority</td>
</tr>
<tr>
<td>MD 32 over River Rd, Patapsco River and B&amp;O RR</td>
<td>1304600</td>
<td>HO-673</td>
<td>Metal Girder -- Aluminum</td>
<td>Sykesville</td>
<td>Howard</td>
<td>1963</td>
<td>Priority</td>
</tr>
<tr>
<td>Dover Bridge (MD 331 over Choptank River)</td>
<td>2002300</td>
<td>T-487</td>
<td>Movable -- Pratt Through Truss w/ Swing Span</td>
<td>Tanyard</td>
<td>Talbot</td>
<td>1933</td>
<td>Priority</td>
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<tr>
<td>Little Antietam Creek Bridge (MD 845A)</td>
<td>2100400</td>
<td>WA-II-1125</td>
<td>Concrete Arch</td>
<td>Keedysville</td>
<td>Washington</td>
<td>1927</td>
<td>Priority</td>
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<td>US 40 over Licking Creek</td>
<td>2101000</td>
<td>WA-V-418</td>
<td>Wichert Deck Truss</td>
<td>Big Pool</td>
<td>Washington</td>
<td>1938</td>
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<td>US 40 (National Pike) over Conococheague Creek</td>
<td>2101200</td>
<td>WA-V-211</td>
<td>Open Spandrel Concrete Arch</td>
<td>Wilson</td>
<td>Washington</td>
<td>1936</td>
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<tr>
<td>Booth's Mill Bridge (Delemere Bridge)</td>
<td>2103800</td>
<td>WA-II-0009</td>
<td>Stone Arch</td>
<td>Boonsboro</td>
<td>Washington</td>
<td>1833</td>
<td>Priority</td>
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<tr>
<td>Wicomico River Bridge (MD 991 over Wicomico River)</td>
<td>2200900</td>
<td>WI-117</td>
<td>Movable -- Bascule</td>
<td>Salisbury</td>
<td>Wicomico</td>
<td>1928</td>
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<td>Snow Hill Bridge (MD 12 over Pocomoke River)</td>
<td>2300200</td>
<td>WO-178</td>
<td>Movable -- Bascule</td>
<td>Snow Hill</td>
<td>Worcester</td>
<td>1932</td>
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<tr>
<td>Pocomoke City Bridge (US)</td>
<td>2300400</td>
<td>WO-177</td>
<td>Movable -- Bascule</td>
<td>Pocomoke City</td>
<td>Worcester</td>
<td>1920</td>
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<td>Name</td>
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<td>13 Business over Pocomoke River</td>
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<td>MD 36 over Jennings Run</td>
<td>0100800</td>
<td>AL-V-A-314</td>
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<td>Mount Savage</td>
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<tr>
<td>US 40 Alt (Nat'l Pike) over Wills Creek</td>
<td>0102800</td>
<td>AL-V-B-316</td>
<td>Concrete Arch</td>
<td>Cumberland</td>
<td>Allegany</td>
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<td>MD 144 (Nat'l Pike) over Flintstone Creek</td>
<td>0103300</td>
<td>AL-II-A-043</td>
<td>Concrete Arch</td>
<td>Flintstone</td>
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<td>MD 51 over Town Creek</td>
<td>0104700</td>
<td>AL-II-B-130</td>
<td>Truss</td>
<td>Town Creek</td>
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<td>US 40 Scenic over Sideling Hill Creek</td>
<td>0106400</td>
<td>AL-I-B-084</td>
<td>Concrete Arch</td>
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<td>Stony Creek Bridge (MD 173 over Stony Creek)</td>
<td>0204500</td>
<td>AA-2196</td>
<td>Movable -- Bascule</td>
<td>Riviera Beach/Orchard Beach</td>
<td>Anne Arundel</td>
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<td>Annapolis Eastport Bridge (MD 181 over Spa Creek)</td>
<td>0205300</td>
<td>AA-2195</td>
<td>Movable -- Bascule</td>
<td>Annapolis</td>
<td>Anne Arundel</td>
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<td>1946</td>
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<tr>
<td>MD 174 over AMTRAK</td>
<td>0207500</td>
<td>AA-2125</td>
<td>Metal Girder</td>
<td>Severn</td>
<td>Anne Arundel</td>
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<td>1931</td>
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<tr>
<td>US 1 Alt. NB, AMTRAK, and Herberts Run</td>
<td>0301100</td>
<td>BA-2782</td>
<td>Metal Girder</td>
<td>Halethorpe</td>
<td>Baltimore</td>
<td>State</td>
<td>1936</td>
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<tr>
<td>Little Gunpowder Bridge (MD 7 over Little Gunpowder)</td>
<td>0301200</td>
<td>BA-2857</td>
<td>Concrete Arch</td>
<td>Bradshaw</td>
<td>Baltimore</td>
<td>State</td>
<td>1927</td>
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<tr>
<td>MD 45 (York Rd.) over Western Run</td>
<td>0304200</td>
<td>BA-2858</td>
<td>Concrete Arch</td>
<td>Hunt Valley</td>
<td>Baltimore</td>
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<td>1917</td>
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<tr>
<td>MD 45 (York Rd) over Little Gunpowder Falls</td>
<td>0304700</td>
<td>BA-2859</td>
<td>Concrete Arch</td>
<td>Parkton</td>
<td>Baltimore</td>
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<td>1930</td>
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<td>Gunpowder Falls Bridge (MD 45 over Gunpowder Fall)</td>
<td>0304800</td>
<td>BA-2860</td>
<td>Concrete Arch</td>
<td>Hereford</td>
<td>Baltimore</td>
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<td>1924</td>
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<td>Old Court Road Bridge</td>
<td>0306600</td>
<td>BA-2861</td>
<td>Concrete Arch</td>
<td>Randallstown</td>
<td>Baltimore</td>
<td>State</td>
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<td>Name</td>
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<td>(MD 125 over Brice Run)</td>
<td>0306700</td>
<td>BA-2862</td>
<td>Concrete Arch widened w/Concrete Beams</td>
<td>Woodlawn</td>
<td>Baltimore</td>
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<td>1903/1930</td>
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<tr>
<td>Gwynns Falls Bridge (MD 126 over Gwynns Falls)</td>
<td>0306800</td>
<td>BA-2723</td>
<td>Metal Girder/Beams</td>
<td>Dover</td>
<td>Baltimore</td>
<td>State</td>
<td>1945</td>
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<tr>
<td>MD 128 over Piney Run</td>
<td>0307100</td>
<td>BA-2070</td>
<td>Concrete Slab w/Stone Veneer</td>
<td>Glyndon</td>
<td>Baltimore</td>
<td>State</td>
<td>1947</td>
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<tr>
<td>MD 147 (Harford Rd) over Little Gunpowder Falls</td>
<td>0309000</td>
<td>BA-2865</td>
<td>Concrete Arch</td>
<td>Reckford</td>
<td>Baltimore</td>
<td>State</td>
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<tr>
<td>MD 147 (Harford Rd) over Haystack Branch</td>
<td>0309100</td>
<td>BA-2866</td>
<td>Concrete Arch</td>
<td>Mt. Vista</td>
<td>Baltimore</td>
<td>State</td>
<td>1915</td>
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<tr>
<td>MD 147 (Harford Rd) over Long Green Creek</td>
<td>0309300</td>
<td>BA-2867</td>
<td>Concrete Arch</td>
<td>Mt. Vista</td>
<td>Baltimore</td>
<td>State</td>
<td>1915</td>
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<tr>
<td>MD 151 over Patapsco &amp; Back River Railroad and MD 151B**</td>
<td>0309900</td>
<td>BA-2714</td>
<td>Metal Girder/Steel Beam (to be altered in 2013)</td>
<td>Sparrows Point</td>
<td>Baltimore</td>
<td>State</td>
<td>1954</td>
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<tr>
<td>Rolling Road over CSX RR near MD 166</td>
<td>0310100</td>
<td>BA-2722</td>
<td>Metal Girder</td>
<td>Arbutus</td>
<td>Baltimore</td>
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<tr>
<td>Patuxent River Bridge (Benedict Bridge) (MD 231 over Patuxent River)</td>
<td>0400800</td>
<td>CT-1214</td>
<td>Movable -- Bascule</td>
<td>Bowens/Benedict</td>
<td>Calvert/Charles</td>
<td>State</td>
<td>1950-1951</td>
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<tr>
<td>MD 261 over Fishing Creek</td>
<td>0401100</td>
<td>CT-1187</td>
<td>Metal Girder (to be replaced in 2014)</td>
<td>Chesapeake Beach</td>
<td>Calvert</td>
<td>State</td>
<td>1940</td>
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<tr>
<td>MD 304 (Ruthsburg Road) over Long Marsh Ditch</td>
<td>0501800</td>
<td>CAR-303</td>
<td>Concrete Arch</td>
<td>Bridgetown</td>
<td>Caroline</td>
<td>State</td>
<td>(C) 1920</td>
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<tr>
<td>Forge Branch Bridge MD 480 (Ridgely Road) over Forge Branch</td>
<td>0501900</td>
<td>CAR-304</td>
<td>Concrete Arch</td>
<td>Greensboro</td>
<td>Caroline</td>
<td>State</td>
<td>1932</td>
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<tr>
<td>Name</td>
<td>SHA Bridge Number</td>
<td>MIHP Number</td>
<td>Bridge Type</td>
<td>City/Town</td>
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<td>Ownership</td>
<td>Date</td>
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<td>MD 315 (E. Central Ave) over Marshyhope Creek</td>
<td>0503000</td>
<td>CAR-305</td>
<td>Concrete Arch</td>
<td>Federalsburg</td>
<td>Caroline</td>
<td>State</td>
<td>1910/1936</td>
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<td>MD 86 over Branch of Gunpowder Falls</td>
<td>0601800</td>
<td>CARR-1469</td>
<td>Concrete Slab</td>
<td>Lineboro</td>
<td>Carroll</td>
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<td>MD 97 over Big Pipe Creek</td>
<td>0603100</td>
<td>CARR-1462</td>
<td>Concrete Rigid Frame</td>
<td>Union Mills</td>
<td>Carroll</td>
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<tr>
<td>MD 32 over Liberty Reservoir</td>
<td>0604900</td>
<td>CARR-1673</td>
<td>Truss -- Deck</td>
<td>Finksburg</td>
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<td>US 1 over Octoraro Creek</td>
<td>0700300</td>
<td>CE-1480</td>
<td>Metal Girder</td>
<td>Richardsmere</td>
<td>Cecil</td>
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<tr>
<td>Northeast Creek Bridge (MD 7C over Northeast Creek)</td>
<td>0700900</td>
<td>CE-1495</td>
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<td>Cecil</td>
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<td>US 40 (Pulaski Highway) over Principio Creek</td>
<td>0701400</td>
<td>CE-1496</td>
<td>Concrete Arch</td>
<td>Perryville</td>
<td>Cecil</td>
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<td>US 222 over Octoraro Creek</td>
<td>0702600</td>
<td>CE-1482</td>
<td>Metal Girder</td>
<td>Kilby Corner</td>
<td>Cecil</td>
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<td>MD 6 (Port Tobacco Rd) over Wards Run</td>
<td>0801300</td>
<td>CH-495</td>
<td>Concrete Arch</td>
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<td>Brookview Bridge (MD 14 over Marshyhope Creek)</td>
<td>0900100</td>
<td>D-584</td>
<td>Movable -- Bascule</td>
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<td>Dorchester</td>
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<td>Cambridge Bridge (MD 795 over Cambridge Creek)</td>
<td>0900800</td>
<td>D-707</td>
<td>Movable -- Bascule</td>
<td>Cambridge</td>
<td>Dorchester</td>
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<tr>
<td>US 15B (Catoctin Mountain Highway) over Flat Run</td>
<td>1000100</td>
<td>F-6-117</td>
<td>Concrete Arch</td>
<td>Emmitsburg</td>
<td>Frederick</td>
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<td>Toms Creek Bridge (US 15B over Toms Creek)</td>
<td>1000200</td>
<td>F-6-118</td>
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<td>Date</td>
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<td>US 15 over B&amp;O RR and Potomac River</td>
<td>1001700</td>
<td>F-2-34</td>
<td>Camelback Through Truss</td>
<td>Point of Rocks</td>
<td>Frederick</td>
<td>State</td>
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<td>Green Bridge (MD 17 over Catoctin Creek)</td>
<td>1001800</td>
<td>F-2-37</td>
<td>Pratt Through Truss</td>
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<td>MD 28 over Monocacy River</td>
<td>1002900</td>
<td>F-1-132</td>
<td>Camelback Through Truss</td>
<td>Dickerson</td>
<td>Frederick</td>
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<td>US 40 (National Pike) over Catoctin Creek</td>
<td>1003000</td>
<td>F-4-115</td>
<td>Concrete Arch w/Stone Veneer</td>
<td>Myersville</td>
<td>Frederick</td>
<td>State</td>
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<td>US 40 over Little Catoctin Creek</td>
<td>1003200</td>
<td>F-4-117</td>
<td>Concrete Arch w/Stone Veneer</td>
<td>Myersville</td>
<td>Frederick</td>
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<td>MD 144FA over the Monocacy River</td>
<td>1003803</td>
<td>F-3-205</td>
<td>Deck Truss</td>
<td>Frederick</td>
<td>Frederick</td>
<td>State</td>
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<td>MD 144FA over the Monocacy River</td>
<td>1003804</td>
<td>F-3-251</td>
<td>Open Spandrel Concrete Arch</td>
<td>Frederick</td>
<td>Frederick</td>
<td>State</td>
<td>1942</td>
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<td>Catoctin Creek Bridge, US 40 Alt. over Catoctin Creek</td>
<td>1004000</td>
<td>F-4-26</td>
<td>Concrete Arch</td>
<td>Middletown</td>
<td>Frederick</td>
<td>State</td>
<td>1923</td>
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<td>MD 77 over Monocacy River</td>
<td>1005500</td>
<td>F-6-23</td>
<td>Pratt Through Truss</td>
<td>Rocky Ridge</td>
<td>Frederick</td>
<td>State</td>
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<td>MD 180 (Jefferson Pike) over Catoctin Creek</td>
<td>1008200</td>
<td>F-2-95</td>
<td>Concrete Arch</td>
<td>Petersville</td>
<td>Frederick</td>
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<td>1928</td>
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<td>MD 355 over Monocacy River</td>
<td>1008500</td>
<td>F-7-117</td>
<td>Parker Through Truss</td>
<td>Frederick</td>
<td>Frederick</td>
<td>State</td>
<td>1930</td>
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<td>Old US 40 over Little Savage River</td>
<td>1100800</td>
<td>G-1-B-034</td>
<td>Stone Arch</td>
<td>Finzel</td>
<td>Garrett</td>
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<td>MD 42 (Friendsville Hoyes Road) over Buffalo Run</td>
<td>1101000</td>
<td>G-11-A-374</td>
<td>Concrete Arch</td>
<td>Friendsville</td>
<td>Garrett</td>
<td>State</td>
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<tr>
<td>MD 135 over Savage River</td>
<td>1101800</td>
<td>G-1-E-199</td>
<td>Concrete Rigid Frame</td>
<td>Bloomington</td>
<td>Garrett</td>
<td>State</td>
<td>1937</td>
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<td>US 1 over Susquehanna</td>
<td>1200100</td>
<td>HA-1971</td>
<td>Concrete Beam</td>
<td>Conowingo</td>
<td>Harford</td>
<td>State</td>
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<td>River/Conowingo Dam</td>
<td>1200400</td>
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<td>Winters Run Bridge (US 1 Bel Air Rd)</td>
<td>1201600</td>
<td>HA-1576</td>
<td>Pratt Through Truss</td>
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<td>MD 24 over Deer Creek</td>
<td>1203300</td>
<td>HA-1579</td>
<td>Warren Pony Truss</td>
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<td>Priest Ford Road Bridge</td>
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<td>Ellicott City</td>
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<tr>
<td>US 40 over Little Patuxent River</td>
<td>1303400</td>
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<td>US 40 over Forest Road Underpass</td>
<td>1401700</td>
<td>K-682</td>
<td>Concrete Arch -- LUTEN</td>
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<td>MD 299 over Herring Branch of Sassafras River</td>
<td>1401800</td>
<td>K-681</td>
<td>Timber and Concrete Composite</td>
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<tr>
<td>MD 299 over Jacobs Creek</td>
<td>1402200</td>
<td>K-453</td>
<td>Pratt Through Truss</td>
<td>Hopewell</td>
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<td>Hopewell Bridge (MD 291 over Morgan Creek)</td>
<td>1500800</td>
<td>M: 15-95</td>
<td>Concrete Arch</td>
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<td>Snell Bridge (MD 108 over Patuxent River)</td>
<td>1503300</td>
<td>M: 37-7</td>
<td>Open Spandrel Concrete Arch</td>
<td>Takoma Park</td>
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<td>Sligo Creek Bridge (MD 195 over Sligo Creek)</td>
<td>1603800</td>
<td>PG: 61-27</td>
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<td>MD 212 over Indian Creek</td>
<td>1604200</td>
<td>PG:65-22</td>
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<td>Northwest Branch Bridge (MD 212) over Northwest Branch</td>
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<td>MD 412A (Riverdale Rd) over NE Branch of Anacostia</td>
<td>1611100</td>
<td>PG:67-6</td>
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<td>MD 18B over Kent Narrows</td>
<td>1700600</td>
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<td>Movable -- Bascule</td>
<td>Grasonville</td>
<td>Queen Anne's</td>
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<td>MD 238 (Maddox Rd) over Burroughs Run</td>
<td>1801800</td>
<td>SM-617</td>
<td>Concrete Arch</td>
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<td>St. Mary's</td>
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<td>US 40 over Branch of Antietam Creek</td>
<td>2101300</td>
<td>WA-I-730</td>
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<td>Hagerstown</td>
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<td>US 40 WB (National Pike) over Antietam Creek</td>
<td>2101400</td>
<td>WA-I-842</td>
<td>Concrete Arch</td>
<td>Hagerstown</td>
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<td>US 40 over Landis Spring Branch</td>
<td>2101500</td>
<td>WA-II-1113</td>
<td>Concrete Rigid Frame</td>
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<td>US 40 over Beaver Creek</td>
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<td>WA-II-0476</td>
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<td>Funkstown Turnpike Bridge (First Funkstown Bridge)</td>
<td>2101800</td>
<td>WA-I-029</td>
<td>Stone Arch w/Alterations</td>
<td>Funkstown</td>
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<td>MD 56 (Big Pool Rd) over Little Conococheague Creek</td>
<td>2102300</td>
<td>WA-V-063</td>
<td>Concrete Arch</td>
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<td>Antietam Creek Bridge (MD 64)</td>
<td>2102800</td>
<td>WA-I-843</td>
<td>Concrete Arch</td>
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<tr>
<td>MD 68 over Conococheague Creek</td>
<td>2103600</td>
<td>WA-I-020</td>
<td>Stone Arch w/Alterations</td>
<td>Williamsport</td>
<td>Washington</td>
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<td>Devil's Backbone Bridge (MD 68 over Beaver Creek)</td>
<td>2103900</td>
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<td>Sandy Hook Road</td>
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<td>Conococheague Creek Bridge, MD 494 over Conococheague Creek</td>
<td>2104200</td>
<td>WA-I-462</td>
<td>Pratt Through Truss</td>
<td>Fairview</td>
<td>Washington</td>
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<tr>
<td>US 522 over Potomac River, CSX Railroad, and C&amp;O</td>
<td>2104300</td>
<td>WA-VI-053</td>
<td>Wichert Deck Truss</td>
<td>Hancock</td>
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<td>US 522 over MD 144 and Tonoloway Creek</td>
<td>2112400</td>
<td>WA-HAN-349</td>
<td>Wichert Deck Truss</td>
<td>Hancock</td>
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<td>US 13 Business over East Branch of Wicomico River</td>
<td>2200400</td>
<td>WI-224</td>
<td>Timber &amp; Concrete Composite</td>
<td>Salisbury</td>
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<td>MD 347 over Quantico Creek</td>
<td>2201400</td>
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<td>Concrete Slab</td>
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<td>US 50 WB over Herring Creek</td>
<td>2300604</td>
<td>WO-482</td>
<td>Concrete Girder</td>
<td>Ocean City</td>
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<td>Ocean City Bridge (US 50 over Sinepuxent Bay)</td>
<td>2300700</td>
<td>WO-461</td>
<td>Movable -- Bascule</td>
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<td>US 113 over Purnell Branch</td>
<td>2300800</td>
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<td>MD 36 over Jennings Run</td>
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<td>AL-V-B-312</td>
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<td>Mount Savage</td>
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<td>MD 935 over Georges Creek</td>
<td>0101900</td>
<td>AL-VI-C-327</td>
<td>Metal Girder</td>
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<td>MD 51 over Sawpit Run</td>
<td>0104600</td>
<td>AL-II-B-146</td>
<td>Concrete Slab</td>
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<td>MD 170 over Severn Run</td>
<td>0204400</td>
<td>AA-2119</td>
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<td>MD 25 over George's Run</td>
<td>0301900</td>
<td>BA-2783</td>
<td>Concrete Beam</td>
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<td>MD 25 over Jones Falls</td>
<td>0302700</td>
<td>BA-2663</td>
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<td>US 40 over Gunpowder Falls</td>
<td>0303500</td>
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<td>US 40 over Whitemarsh Run</td>
<td>0303700</td>
<td>BA-2666</td>
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<td>MD 404 Alternate over Tuckahoe Creek</td>
<td>0501700</td>
<td>CAR-297</td>
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<td>MD 31 over Dickerson Run</td>
<td>0600700</td>
<td>CARR-1557</td>
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<td>MD 31 over Sams Creek</td>
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<td>MD 850 over Talbot Branch</td>
<td>0604200</td>
<td>CARR-1473</td>
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<td>MD 7 over Stoney Run</td>
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<td>CE-1489</td>
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<td>MD 272 SB over North East Creek</td>
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<td>MD 5 SB over</td>
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<td>Zekiah Swamp</td>
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<td>MD 5 SB over Zekiah Swamp</td>
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<td>MD 224 over Nanjemoy Creek</td>
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<td>MD 806A over Reeders Run</td>
<td>1000700</td>
<td>F-6-107</td>
<td>Concrete Beam</td>
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<td>MD 85 over Branch of Monocacy River</td>
<td>1001300</td>
<td>F-1-81</td>
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<td>MD 28 over Branch of Potomac River (Rocky Fountain Branch)</td>
<td>1001500</td>
<td>F-1-82</td>
<td>Concrete Slab</td>
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<td>US 40 over Branch of Little Catoctin Creek</td>
<td>1003300</td>
<td>F-4-102</td>
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<td>US 40 WB over Rock Creek</td>
<td>1003400</td>
<td>F-3-49</td>
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<td>MD 75 over Branch of Bennett Creek</td>
<td>1004600</td>
<td>F-7-125</td>
<td>Concrete Slab</td>
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<td>MD 77 over Owens Creek</td>
<td>1005300</td>
<td>F-6-115</td>
<td>Metal Girder</td>
<td>Rocky Ridge</td>
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<td>MD 140 over Flat Run</td>
<td>1006200</td>
<td>F-6-111</td>
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<td>MD 140 over Middle Creek</td>
<td>1006300</td>
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<td>MD 478 over unnamed tributary of Potomac River</td>
<td>1008800</td>
<td>F-2-92</td>
<td>Concrete Beam</td>
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<td>Ownership</td>
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<td>MD 478 over Branch of the Potomac River</td>
<td>1008900</td>
<td>F-2-92</td>
<td>Concrete Beam</td>
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<td>MD 17 over Catoctin Creek</td>
<td>1017600</td>
<td>F-4-41</td>
<td>Metal Girder</td>
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<td>MD 17 over Catoctin Creek</td>
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<td>F-4-112</td>
<td>Concrete Beam</td>
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<td>1101100</td>
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<td>MD 135 over CSX RR</td>
<td>1101600</td>
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<td>Metal Girder</td>
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<td>1203000</td>
<td>HA-1977</td>
<td>Concrete Beam</td>
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<td>MD 136 over Falling Branch</td>
<td>1203100</td>
<td>HA-1866</td>
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<td>MD 176 over Deep Run (aka MD 103?)</td>
<td>1304100</td>
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<td>MD 291 over Cypress Creek</td>
<td>1401500</td>
<td>K-675</td>
<td>Concrete Beam</td>
<td>Millington</td>
<td>Kent</td>
<td>State</td>
<td>1928</td>
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<tr>
<td>MD 28 over the Little Monocacy River</td>
<td>1500100</td>
<td>M:12-47</td>
<td>Concrete Beam</td>
<td>Dickerson</td>
<td>Montgomery</td>
<td>State</td>
<td>1925</td>
</tr>
<tr>
<td>MD 97 over Hawlings River</td>
<td>1501100</td>
<td>M:23-125</td>
<td>Concrete Beam</td>
<td>Sunshine</td>
<td>Montgomery</td>
<td>State</td>
<td>1930</td>
</tr>
<tr>
<td>MD 650 over Hawlings River</td>
<td>1501700</td>
<td>M:23-127</td>
<td>Concrete Beam</td>
<td>Ashton</td>
<td>Montgomery</td>
<td>State</td>
<td>1929</td>
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<tr>
<td>MD 117 over Bucklodge Branch</td>
<td>1501800</td>
<td>M:18-46</td>
<td>Concrete Slab</td>
<td>Bucklodge</td>
<td>Montgomery</td>
<td>State</td>
<td>1932</td>
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<tr>
<td>MD 547 over Rock Creek</td>
<td>1506200</td>
<td>M:31-16</td>
<td>Concrete Beam</td>
<td>Kensington</td>
<td>Montgomery</td>
<td>State</td>
<td>1932</td>
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<td>MD 978 over</td>
<td>1604800</td>
<td>PG:74B-21</td>
<td>Concrete Slab</td>
<td>Bowie</td>
<td>Prince</td>
<td>State</td>
<td>1929</td>
</tr>
<tr>
<td>Name</td>
<td>SHA Bridge Number</td>
<td>MIHIP Number</td>
<td>Bridge Type</td>
<td>City/Town</td>
<td>County</td>
<td>Ownership</td>
<td>Date</td>
</tr>
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<tr>
<td>Collington Branch</td>
<td>1606200</td>
<td>PG:86A-28</td>
<td>Concrete Slab</td>
<td>Croom</td>
<td>Prince George's</td>
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<tr>
<td>MD 382 over Mataponi Creek</td>
<td>1606700</td>
<td>PG:65-20</td>
<td>Concrete Beam</td>
<td>Takoma Park</td>
<td>Prince George's</td>
<td>State</td>
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<td>MD 213 over Gravel Run</td>
<td>1702000</td>
<td>QA-480</td>
<td>Concrete Slab</td>
<td>Centreville</td>
<td>Queen Anne's</td>
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<td>1934</td>
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<tr>
<td>MD 405 over Southeast Creek</td>
<td>1703300</td>
<td>QA-479</td>
<td>Concrete Beam</td>
<td>Church Hill</td>
<td>Queen Anne's</td>
<td>State</td>
<td>1933</td>
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<tr>
<td>MD 456 over Branch of Wye River</td>
<td>1703500</td>
<td>QA-482</td>
<td>Concrete Slab</td>
<td>Queenstown</td>
<td>Queen Anne's</td>
<td>State</td>
<td>1924</td>
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<tr>
<td>MD 6 over Lockes Swamp Creek</td>
<td>1801200</td>
<td>SM-515</td>
<td>Concrete Slab</td>
<td>Huntersville</td>
<td>St. Mary's</td>
<td>State</td>
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<tr>
<td>MD 6 over Persimmon Creek</td>
<td>1801300</td>
<td>SM-516</td>
<td>Concrete Slab</td>
<td>Cremona</td>
<td>St. Mary's</td>
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<tr>
<td>MD 244 over Poplar Hill Creek</td>
<td>1802400</td>
<td>SM-506</td>
<td>Metal Girder</td>
<td>Chingville</td>
<td>St. Mary's</td>
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<td>1938</td>
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<tr>
<td>MD 471 over St. Mary's River</td>
<td>1802900</td>
<td>SM-514</td>
<td>Concrete Beam</td>
<td>Great Mills</td>
<td>St. Mary's</td>
<td>State</td>
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<tr>
<td>MD 303 over Norwich Creek</td>
<td>2001000</td>
<td>T-947</td>
<td>Concrete Slab</td>
<td>Queen Anne</td>
<td>Talbot</td>
<td>State</td>
<td>1928</td>
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<tr>
<td>MD 662C over Potts Mill Creek</td>
<td>2002200</td>
<td>T-942</td>
<td>Concrete Slab</td>
<td>Easton</td>
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<tr>
<td>MD 62 over Little Antietam Creek</td>
<td>2102600</td>
<td>WA-I-735</td>
<td>Concrete Slab</td>
<td>Leitersburg</td>
<td>Washington</td>
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<td>1931</td>
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<td>MD 858 over Little Antietam Creek</td>
<td>2104700</td>
<td>WA-III-121</td>
<td>Concrete Slab</td>
<td>Rohrersville</td>
<td>Washington</td>
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<td>MD 353 over Burnt Mill Branch</td>
<td>2201800</td>
<td>WI-220</td>
<td>Concrete Slab</td>
<td>Pittsville</td>
<td>Wicomico</td>
<td>State</td>
<td>1934</td>
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<tr>
<td>MD 354 over Tilghman Race</td>
<td>2301100</td>
<td>WO-489</td>
<td>Concrete Beam</td>
<td>Whiton</td>
<td>Worcester</td>
<td>State</td>
<td>1932</td>
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<td>Name</td>
<td>SHA Bridge Number</td>
<td>MIHIP Number</td>
<td>Bridge Type</td>
<td>City/Town</td>
<td>County</td>
<td>Ownership</td>
<td>Date</td>
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<tr>
<td>US 113 SB over Corkers Creek</td>
<td>2302300</td>
<td>WO-486</td>
<td>Concrete Slab</td>
<td>Snow Hill</td>
<td>Worcester</td>
<td>State</td>
<td>1912/1930</td>
</tr>
</tbody>
</table>
This bridge is considered a “Non-Priority Historic Bridge” under the Programmatic Agreement executed among the Federal Highway Administration, State Highway Administration and the Maryland State Historic Preservation Office for the management of historic highway bridges in Maryland. The State Highway Administration (SHA) has prepared the following documentation to serve as mitigation for future adverse effects to this bridge.

Insert bridge description and statement of historic significance from DOE form prepared by SHA in 2009 (do not include National Register evaluation)

Or

Provide new bridge description and statement of historic significance if the bridge was not included in SHA’s 2009 evaluation.
Historic Bridge PA Attachment E
Historic Bridge Review Form

March 22, 2012

Mr. J. Rodney Little
State Historic Preservation Officer
Maryland Historical Trust
100 Community Place
Crownsville MD 21032-2023

Documentation of No Effect/No Adverse Effect Determination (under the Programmatic Agreement for SHA's Historic Highway Bridges in Maryland)

Project: MD 173 over Stony Creek
Funding Source: Federal
Project Number: AX693B22

Description of work:
The Maryland State Highway Administration (SHA) is proposing remedial repairs to Bridge No. 0204500 on MD 173 (Ft. Smallwood Road) over Stony Creek in Anne Arundel County. The proposed work includes cleaning and painting as well superstructure and substructure concrete repairs, steel retrofit repairs, in-kind replacement of steel channel diaphragms, fence rehabilitation, replacing compression seals with strip seals, and cast-in-place concrete repairs, where necessary. All work will occur within existing SHA right-of-way.

County: Anne Arundel
7.5' Topographic Map Name: Curtis Bay

Project Type: NO EFFECT/NO ADVERSE EFFECT [WOULD NEED TO CHOOSE]

Actions Taken:
SHA Architectural Historian Anne E. Bruder consulted the SHA-GIS Cultural Resources Database, as built plans for SHA Bridge No. 0204500 from 1947, and the Maryland Inventory of Historic Properties (MIHP) form for the historic bridge, MIHP No. AA-2196. SHA Bridge No. 0204500 was determined to be eligible for the National Register of Historic Places (NRHP) in February 1999 by SHA and MHT. This project meets the requirements of the FHWA-MDSHPPO-SHA Historic Bridge Programmatic Agreement for eligible bridges. Based on the project description and discussions with the Project Engineer, SHA has determined that the proposed repairs will have no adverse impact on historic properties, including SHA Bridge NO. 0204500, since the work will meet the requirements of the Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 68) because the cast-in-place concrete will match the original in color and texture and because the remaining work will also be an in-kind replacement of damaged portions of the bridge.
SHA Archeologist Lisa Kraus assessed the archeological potential of the APE based on review of the SHA-GIS Cultural Resources Database, soil survey data, aerial photography, and historic maps. The survey area was included in Curry's (1979) archeological reconnaissance of MD 173, but no sites were recorded within the APE as a result of that study. Historic maps (Griffith 1795; Martenet 1860) show no structures within the survey area. The SCS Soil Survey describes soils in the vicinity of the bridge (on either side of Stony Creek) as Udorthents, human-transported highway materials. Soils of this type are unlikely to contain intact archeological remains.

Given the low likelihood for archeological remains and the negative survey coverage, the proposed work is unlikely to impact any intact or potentially significant archeological resources. No further work is recommended.

Very truly yours,

Julie M. Schablitsky
Assistant Division Chief
Environmental Planning Division

by:

Attachments
cc:    Ms. Jennifer Martin
       Ms. Anne Bruder (w/Attachments)
       Ms. Lisa Kraus (w/Attachments)
       Local Government Agency/Historic Preservation Group
Historic Bridge PA Attachment E
Historic Bridge Review Form

March 22, 2012

Mr. J. Rodney Little
State Historic Preservation Officer
Maryland Historical Trust
100 Community Place
Crownsville MD 21032-2023

Documentation of No Effect/No Adverse Effect Determination
(under the Programmatic Agreement for SHA’s Historic Highway Bridges in Maryland)

Project: No Properties Affected/No Adverse Effect Bridge Project Name
Funding Source: Federal Project Number: AX673B22

Description of work
The Maryland State Highway Administration (SHA) proposing [project type (e.g. remedial repairs)] to Bridge No. XXXXX on Name of Highway over Crossing in Anne Arundel County. The proposed work includes project specific scope. All work will occur within existing SHA right-of-way.

County: Anne Arundel 7.5’ Topographic Map Name: Curtis Bay
Project Type: NO EFFECT/NO ADVERSE EFFECT [WOULD NEED TO CHOOSE]

Actions Taken:
SHA Architectural History Assessment of Potential

SHA Archeology Assessment of Potential
Mr. J. Rodney Little
MD 173 over Stony Creek
Page Two

Very truly yours,

Julie M. Schablitsky
Assistant Division Chief
Environmental Planning Division

by:

Attachments
cc: Environmental Manager
    SHA Architectural Historian (w/Attachments)
    SHA Archeologist (w/Attachments)
    Local Government Agency/Historic Preservation Group
WHEREAS the Federal Highway Administration (FHWA) proposes to administer the Federal-Aid Highway Program in Minnesota authorized by 23 USC 101 et seq. through the Minnesota Department of Transportation (Mn/DOT) (23 USC 315), which covers any Federal-Aid Highway Program funded undertaking (including transportation enhancement funds and the National Recreational Trails Program), including those sponsored by local agencies; and

WHEREAS, the FHWA has determined that the Federal-Aid Highway Program may be used to rehabilitate or replace pre-1956 bridges listed in or determined eligible for listing in the National Register of Historic Places (NRHP) (hereafter referred to as “historic bridges”); and

WHEREAS, the FHWA has consulted with the Advisory Council on Historic Preservation (the Council) and the Minnesota State Historic Preservation Officer (MnSHPO) pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and implementing regulations (36 CFR Part 800); and

WHEREAS, the FHWA wishes to ensure that Mn/DOT will conduct its Federal-Aid Highway Program funded undertakings in a manner consistent with the June 2005 Section 106 Programmatic Agreement (2005 Section 106 PA) between the FHWA and MnSHPO and the National Environmental Policy Act (NEPA) (36 CFR 800.8); and

WHEREAS, the FHWA intends to integrate its historic and archaeological preservation planning and management decisions with other policy and program requirements to the maximum extent possible consistent with Section 110 of the NHPA; and

WHEREAS, 36 CFR 800 encourages Federal agencies to efficiently fulfill their obligations under Section 106 of the NHPA through the development and implementation of cooperative programmatic agreements (PAs); Executive Order 13274 states that the development and implementation of transportation infrastructure projects in an efficient and environmentally sound manner is essential to the well-being of the American people and a strong American economy and the executive departments and agencies shall take appropriate actions, to the extent consistent with applicable law and available resources, to promote environmental stewardship in the Nation's transportation system and expedite environmental reviews of high-priority transportation infrastructure projects; Section 1309 of the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178 (as amended by the SAFETEA-LU), calls on Federal agencies to expedite the environmental review process, while protecting and enhancing the environment; and the FHWA encourages the development of Programmatic Agreements between the state FHWA Division Offices and state SHPOs; and

WHEREAS, the FHWA has delegated its responsibilities, to a certain extent, for compliance with Section 106 in accordance with Federal law to the professionally qualified staff (as per 36 CFR 61) in the Cultural Resources Unit (CRU) at Mn/DOT (hereafter referred to as the Mn/DOT CRU staff), although the FHWA remains legally responsible for all findings and determinations charged to the agency official in 36 CFR 800; and
WHEREAS, consistent with applicable Federal legislation, the MnSHPO reflects the interests of the state and its citizens in the preservation of their cultural heritage, and in accordance with Section 101(b)(3) of the NHPA advises and assists Federal and State agencies in carrying out their historic preservation responsibilities, including Section 106 responsibilities; and

WHEREAS, for the purpose of Section 106 compliance for all Federal undertakings pertaining to the Federal-Aid Highway Program and as per the terms of the 2005 Section 106 Programmatic Agreement between the FHWA, the MnSHPO, the Advisory Council on Historic Preservation (ACHP), and the Department of the Army, Corps of Engineers, St. Paul District (Corps), the Corps recognizes the FHWA as the lead Federal agency for Corps undertakings related to Federal-Aid Highway projects, and has been invited to be a signatory party to this agreement pursuant to 36 CFR 800.2(a)(2); and

WHEREAS the Mn/DOT recognizes that historic bridges represent the Department’s engineering heritage and that their preservation is important to the Department; therefore, Mn/DOT has participated in the consultation and has been invited to become a signatory in this Programmatic Agreement (Agreement); and

WHEREAS, FHWA and Mn/DOT are committed to the design of transportation systems that: (1) achieve a safe and efficient function appropriately placed within the Minnesota context; (2) avoid, minimize and mitigate adverse effects on historic and cultural resources; (3) recognize that investment in these historic, archaeological, and cultural resources is critical to Minnesota’s continued growth and prosperity; and (4) respond to the needs of Minnesota communities; and

WHEREAS, the rehabilitation, reuse, and preservation of historic bridges can be facilitated with good information and procedures that encourage consideration of context sensitive design solutions and address the public interest in the preservation of historic bridges; and

WHEREAS, it is understood that new bridge construction and routes may ultimately be required to address local and state transportation needs; and

WHEREAS the Mn/DOT CRU, on behalf of the FHWA and in consultation with the MnSHPO, has completed an inventory and evaluation of all bridges constructed before 1956 and has identified the list of eligible pre-1956 bridges owned by Mn/DOT or local governments (see Attachment A) (although bridges may be removed from the list [due to loss of integrity or demolition] and added to the list over time [e.g., bridges contributing to an eligible historic district]); and

WHEREAS, the Mn/DOT has committed to preserving and performing a higher level of maintenance on selected state-owned eligible bridges (see Attachment B), and will work to encourage local bridge preservation efforts for bridges controlled by local agencies.

NOW, THEREFORE, the FHWA, the Council, the Corps, the MnSHPO, and Mn/DOT agree to the following stipulations, which satisfy the FHWA's Section 106 responsibility for the identification and evaluations of eligible bridges for Federal-Aid Highway projects.
STIPULATIONS
FHWA shall ensure the following stipulations are carried out.

STIPULATION 1. APPLICABILITY AND SCOPE

A. Applicability. This Programmatic Agreement applies to any FHWA-funded work conducted on the list of eligible bridges (see Attachment A) including, but not necessarily limited to bridge maintenance projects, bridge preservation/rehabilitation/restoration/reconstruction projects, bridge relocation projects, bridge replacement projects, and projects containing any or all elements of the above project types.

This Programmatic Agreement does not apply to any projects were there is no FHWA funding, including Mn/DOT state-funded, locally sponsored state- and locally funded bridge projects, and state- and locally funded bridge projects requiring a Corps permit. Mn/DOT and local bridge replacement projects without FHWA funds may need to be reviewed under the Minnesota Historic Sites Act (MS 138.665) and the Minnesota Field Archaeology Act of 1963 (MS 138.31-138.42). For non-FHWA funded bridge replacement projects requiring a Corps permit, the Corps is the lead federal agency. Mn/DOT Districts and local agencies must coordinate with the Corps.

B. Definition of Eligible/Listed Bridge. All pre-1956 bridges that are not listed in Attachment A are considered not eligible for listing in the National Register, and therefore require no further identification or evaluation for the FHWA’s compliance under Section 106. The two exceptions to this are railroad bridges located over non-roadway features and bridges that are not individually eligible but may be identified and evaluated as contributing elements to a historic district (neither of which were evaluated during the Mn/DOT CRU-sponsored study).

C. Other Federal Agency Involvement. Should Federal agencies other than FHWA or the Corps implement an undertaking (as defined in 36 CFR Part 800.16[y]) in association with a Federal-Aid Highway Program funded bridge project, said Federal agency may satisfy their Section 106 compliance responsibilities according to 36 CFR 800.2(a)(2) by stating in a letter to the FHWA, and copying the MnSHPO, ACHP, and Mn/DOT CRU, that their undertaking will conform to the terms of this PA and recognizing FHWA as the lead Federal agency. FHWA and Mn/DOT CRU will review the scope for any expanded undertaking and ensure that a proper area of potential effect is defined, or may determine that a separate review under Section 106 is required.

STIPULATION 2: REVIEW PROCESS FOR PRE-1956 BRIDGES

The measures contained in this Agreement do not supersede provisions or stipulations contained in previously executed Memoranda of Agreement regarding the rehabilitation or replacement of historic bridges in Minnesota. The review process will follow the terms of the 2005 Section 106 Programmatic Agreement.

A. Effects to Eligible or Listed Bridges. If a proposed project for the type of undertakings listed in the Applicability section of this Agreement includes work on any bridge in Attachment A, the Mn/DOT CRU staff, will review the project in order to determine if it will have an adverse effect on the bridge.

Mn/DOT CRU will use the Secretary of the Interior’s Standards for the Treatment of Historic Properties in order to determine if the proposed work would constitute an adverse effect. If Mn/DOT CRU staff determines that the project would constitute an adverse effect, they will work with the project sponsor to avoid such effects. If adverse
effects cannot be avoided or minimized, such effects will be mitigated through appropriate work as determined by the Mn/DOT CRU staff and the MnSHPO. The Mn/DOT CRU staff will consult with the MnSHPO, and FHWA, if necessary.

B. Long-Range Mitigation Approaches. The FHWA and MnSHPO recognize that long-range approaches to mitigation can be more efficient than project-by-project mitigation items, and will seek to develop such approaches as needs and resources permit.

C. Review of Not Eligible Pre-1956 Bridges. Any undertakings occurring on bridges built before 1956 that are not listed in Attachment A will be considered “not eligible” and a determination of “no historic properties affected” will be made (unless there are no other historic properties within the project’s area of potential effect [APE]).

D. Potential Effects to Other Historic Properties From Bridge Replacement Projects. Mn/DOT CRU will review all Federal-Aid Highway projects as per the terms of the 2005 Section 106 PA in order to determine if the undertaking has the potential to affect other above- or below-ground historic properties other than an eligible or listed bridge.

STIPULATION 3: BRIDGE PRESERVATION AND EDUCATIONAL EFFORTS

A. Completion of the Minnesota Statewide Historic Bridge Management Plan and Individual Bridge Management Plans for Bridges Selected for Preservation. Mn/DOT completed in June 2006 the Minnesota Statewide Historic Bridge Management Plan and individual management plans for 23 of the 24 state-owned bridges selected for preservation (see Attachment A). This work also included the documentation of 46 of the state’s premiere historic bridges to the Minnesota Historic Property Record (MHPR) (on file in the Minnesota Historical Society [MHS] archives). Mn/DOT will complete by December 2008 the management plan for the remaining bridge (the Stillwater Lift Bridge).

As was agreed upon in the 1997 Bridge Management Plan but not yet accomplished, Mn/DOT will formally list all of the state-owned pre-1956 eligible bridges. Currently, only four bridges remain for listing: Bridge 6679, Bridge 5557, Bridge 5722, and Bridge 4175. These bridge nominations will be submitted to the MnSHPO no later than one year after the signing of this PA.

B. Preservation and Maintenance of the 24 Selected Bridges as per the terms of the Individual Bridge Management Plans. Mn/DOT is committed to preserving and maintaining the 24 bridges listed in Attachment B. Recognizing that individual bridge projects will occur on different schedules depending on available funding sources and individual bridge needs, Mn/DOT will begin actively seek funding for preservation/rehabilitation of the 24 bridges using traditional funding sources within one year of the signing of this PA. If needed, additional state and federal funding sources will be sought. Mn/DOT will provide annual updates to FHWA and MnSHPO on the status of the bridge preservation efforts and copies of the annual maintenance checklists developed under the individual bridge plans for each of the 24 bridges (no later than February 15th annually and in conjunction with the annual review of the 2005 Section 106 PA and this PA).

If it is determined by all parties involved in a specific preservation project that preservation of a specific bridge is not feasible, appropriate additional efforts will be determined by the signatories of this PA to assure that a group of bridges that best
represents the legacy of the Minnesota Transportation Department and Mn/DOT is
preserved.

C. Training for Mn/DOT Bridge Maintenance Personnel for the 24 State-Owned Historic
Bridges. Within 12 months of the signing of this PA and on an on-going basis, Mn/DOT
CRU and Bridge Office will provide training to Mn/DOT bridge maintenance workers in
order to ensure that appropriate maintenance treatments are being applied to the 24
bridges identified for preservation. The Districts responsible for maintenance on the 24
bridges identified for preservation will annually send in the maintenance checklist
(completed during the previous bridge management plan development and distributed to
the Districts in 2006) developed under each individual bridge management plan to
Mn/DOT CRU no later than February 15th. Mn/DOT CRU will forward copies of the
completed maintenance checklist to MnSHPO no later than March 15th.

D. Updating of Minnesota National Register Historic Bridge Web Site and Creation of a
Mn/DOT Historic Bridge Web Page. Within 12 months of the signing of this PA,
Mn/DOT will work with FHWA, MnSHPO, and MHS to update the Minnesota Historic
Bridge web site (http://www.mnhs.org/places/nationalregister/bridges/bridges.html).
The National Register web page will be updated with corrected information on historic
bridges.

The following items, at a minimum, will be posted on the Mn/DOT Historic Bridge Web
Page: this signed PA, the general bridge management plan, the individual bridge
management plans, historic bridge contexts, high resolution scanned images of all
Minnesota Historic Property Record (MHPR) bridge documentations performed for
FHWA funded projects, and high resolution digital images of documented bridges,
where available. As future bridge studies or documentations are completed, Mn/DOT
will post them to the Historic Bridge Web Page.

E. Historic Bridge Expertise within the Mn/DOT Bridge Office. The Mn/DOT Bridge
Office will maintain within its staff a bridge engineer whose job responsibilities include
work on historic bridges. The engineer must have either education focused on
preserving historic bridges or opportunities for training on preserving historic bridges.

F. Preservation Efforts for Locally Owned Historic Bridges. Within 6 months of the
signing of this PA, Mn/DOT CRU and Bridge Office will distribute the plan to all
Mn/DOT District Bridge Offices, County Highway Departments, and municipalities that
own historic bridges. Mn/DOT CRU and Bridge Office may also provide training
opportunities for local agencies on appropriate treatments for historic bridges.

Mn/DOT CRU and MnSHPO will work with local groups to aid in the preservation of
historic bridges under the control of local agencies. The work may include, but not
necessarily be limited to, providing technical guidance, GIS data on historic bridge
locations, training to maintenance staff, and assistance in completing a local bridge
management plan.

STIPULATION 4. USE OF DESIGN EXEMPTIONS AND VARIANCES

Context Sensitive Solutions (CSS) is an integral part of FHWA and Mn/DOT projects. CSS is a
collaborative, interdisciplinary approach that involves all stakeholders to develop a
transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and
environmental resources, while maintaining safety and mobility. CSS is an approach that
considers the total context within which a transportation improvement project will exist. CSS
principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. The implementation of a CSS approach to navigating the project development process will ensure the best possible outcome to the process. Therefore, FHWA and Mn/DOT strongly encourages the development of historic bridge projects in a context sensitive manner, including the use of design exemptions and variances when practical.

Within eighteen (18) months of the signing of this PA, Mn/DOT will develop and distribute guidelines on how to effectively apply and utilize design exemptions on historic bridges to all Mn/DOT Districts. This document will be distributed to all Mn/DOT districts and offices within three (3) months of its completion, and will be used in reviewing projects on historic bridges. In addition, Mn/DOT will work with the State Aid Office and local agencies to develop similar guidance on the use of design variances on historic bridges to be distributed to all local transportation agencies. Since this process will require consultation with State Aid and other agencies, Mn/DOT will seek to complete this document within three (3) years of the signing of this PA. Mn/DOT will encourage the use of design variances by the local agencies.

STIPULATION 5. FUNDING ALTERNATIVES

For projects that meet the requirements for Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding, FHWA will work with Mn/DOT on a project-by-project basis to maintain the historic integrity of the bridge while keeping it in service using exemptions to the standards when deemed appropriate.

The FHWA Transportation Enhancement Committee will work to develop and implement a scoring system that gives funding priority to historic bridges within the historic projects category.

STIPULATION 6. FUTURE BRIDGE IDENTIFICATION AND EVALUATION EFFORTS

A. List of Eligible/Listed Bridges. The currently agreed upon list of eligible and listed bridges is based on the identification and evaluation efforts of bridges constructed prior to 1956 and is included as Appendix A. The two exceptions to this are railroad bridges located over non-roadway features and bridges that are not individually eligible but may be identified and evaluated as contributing elements to a historic district (neither of which were evaluated during the Mn/DOT CRU-sponsored study).

B. Annual Review of Status of Bridge List and Updating of Attachment A. The passage of time or changing perceptions of significance may require a reevaluation of properties previously determined eligible or ineligible. On an annual basis (by February 15th) after the signing of this PA and at the same time that the 2005 Section 106 PA is reviewed, Mn/DOT CRU will coordinate with the Bridge Office and MnSHPO to remove any bridges from the list that have been demolished or had a substantial loss of integrity and to add bridges that have been found eligible (such as bridges contributing to a historic district). Mn/DOT CRU will send out the updated list within a month of the meeting, and the Bridge Office and MnSHPO will update their respective databases within one month of receiving the annual list.

C. Bridges Constructed After 1956. As bridges built after 1956 reach the 50-year mark that is generally accepted for National Register-eligibility, the FHWA, Mn/DOT CRU, and MnSHPO will work together to develop appropriate, streamlined identification and evaluation methods for such bridges.
STIPULATION 7: POST-REVIEW DISCOVERIES
In the event that one or more historic properties—other than an historic bridge—are discovered or that unanticipated effects on historic properties for any project qualifying under this Agreement, the FHWA shall follow the procedure specified in 2005 Section 106 Programmatic Agreement.

STIPULATION 8: DISPUTE RESOLUTION
Disagreement and misunderstanding about how this Agreement is or is not being implemented shall be resolved in the following manner:

If any of the signatories to this Agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to any project qualifying under this PA or implementation of this PA, then the FHWA shall consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
- Notify the FHWA that the objection will be referred for formal comment pursuant to 36 CFR 800, and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.

The FHWA shall take into account any Council comment or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the Agreement that is not the subject of the objection shall remain unchanged.

STIPULATION 9: AMENDMENT
Any signatory to this Agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 CFR 800 shall govern the execution of any such amendment.

STIPULATION 10: TERMINATION
Any party to this Agreement may terminate it by providing thirty days notice to the other signatories, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA will comply with 36 CFR 800 with regard to individual undertakings covered by this Agreement.

STIPULATION 11: EFFECT ON EXISTING AGREEMENT
The measures contained in this Agreement do not supersede provisions or stipulations contained in previously executed Memoranda of Agreement regarding the rehabilitation or replacement of historic bridges in Minnesota.

STIPULATION 12: FAILURE TO COMPLY WITH AGREEMENT
In the event the FHWA does not carry out the terms of this Agreement, the FHWA will comply with 36 CFR 800 with regard to individual undertakings covered by this Agreement.

STIPULATION 13: DURATION
This agreement shall become effective upon execution by FHWA, MnSHPO, the Corps, the Council, and Mn/DOT and shall remain in effect until December 31, 2017.
STIPULATION 14. OPTION TO RENEW
No later than December 31, 2016, FHWA will consult with the signatories to this Agreement to determine interest in renewing this Agreement. The Agreement may be extended for additional terms upon the written agreement of the signatories.

Execution and implementation of this Agreement evidences that the FHWA and the Corps have afforded the Council a reasonable opportunity to comment on the effects of the Federal-aid Highway program on historic bridge properties.

FEDERAL HIGHWAY ADMINISTRATION
BY: Thomas K. Sorel, Division Administrator
Date: 1/24/08

MINNESOTA STATE HISTORIC PRESERVATION OFFICER
BY: Nina Archabal, State Historic Preservation Officer
Date: 12/10/07

ADVISORY COUNCIL ON HISTORIC PRESERVATION
BY: John M. Fowler, Executive Director
Date: 2/25/08

Invited Signatories

UNITED STATES ARMY, CORPS OF ENGINEERS, ST. PAUL DISTRICT
BY: Michael E. Remmig, Colonel/District Engineer
Date: 1/23/08

MINNESOTA DEPARTMENT OF TRANSPORTATION
BY: The Honorable Carol Molnaa, Lt. Governor/Commissioner
Date: 12-6-07
PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE MONTANA DEPARTMENT OF TRANSPORTATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
AND
THE MONTANA STATE HISTORIC PRESERVATION OFFICE REGARDING HISTORIC ROADS AND BRIDGES AFFECTED BY MONTANA DEPARTMENT OF TRANSPORTATION UNDERTAKINGS IN MONTANA

WHEREAS, the Federal Highway Administration, Montana Division (FHWA), proposes to make Federal funding available to the Montana Department of Transportation (MDT) for that agency’s on-going program to construct or rehabilitate highways and bridges; and

WHEREAS, the FHWA has determined that this federally-assisted program may have an effect upon a certain class of properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) and has consulted with the Advisory Council on Historic Preservation (Council) and the Montana State Historic Preservation Office (SHPO) pursuant to Section 800.14 of the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the FHWA and the MDT developed an Historic Preservation Plan (HPP) regarding historic roads and bridges in 1997 and that document was subject to review under 36 CFR 800.14 and was adopted by FHWA, SHPO, and the Council and implemented through Programmatic Agreements in 1997 and 2001 with amendments in 1999 and 2003, respectively; and

WHEREAS, the FHWA and MDT in consultation with SHPO has re-evaluated the 1997 HPP and the 1997 and 2001 Programmatic Agreements and their amendments to determine what products and actions have been completed, have been effective, or should be dispensed, revised or restated in a new Programmatic Agreement; and

WHEREAS, this Programmatic Agreement (Agreement) shall supercede all of the previous Programmatic Agreements and their amendments regarding undertakings affecting historic roads and bridges in Montana; and

WHEREAS, the MDT participated in the consultation and has been invited to concur in this Agreement; and

WHEREAS, all references to 36 CFR 800 within this Agreement are to the Council’s revised regulations, effective August 5, 2004;

NOW THEREFORE, the FHWA, the MDT, the Council, and the Montana SHPO agree that the Montana historic roads and bridges program addressed in this Agreement shall be
administered in accordance with the following stipulations to satisfy the FHWA’s Section 106 responsibility for all individual undertakings of the program.

**Stipulations**

The FHWA will ensure that the following measures are carried out:

1. **MONTANA DEPARTMENT OF TRANSPORTATION AND MONTANA STATE HISTORIC PRESERVATION OFFICE COOPERATION**
   
   A. MDT and SHPO will strive to work cooperatively in all matters concerning the identification, evaluation and treatment of historic roads and bridges.
   
   B. MDT will routinely encourage, invite, and support SHPO participation in on-site field visits and meetings for MDT undertakings involving historic roads and bridges.
   
   C. SHPO will routinely provide constructive reviews and comments to all written requests for consultation from MDT and will routinely communicate, advise and meet with MDT to share information and seek to resolve issues pertaining to historic roads and bridges before they arise.

2. **FOR UNDERTAKINGS INVOLVING HISTORIC ROADS**
   
   A) This Agreement will apply to all historic roads constructed in Montana after 1859.
   
   **B) Montana Historic Highway Program**
   
   For those roads built after 1859 under the jurisdiction of the MDT, the following program will be established:
   
   1) The MDT Environmental Services Bureau in consultation with SHPO will compile a list of a minimum of 12 (twelve) historic road segments in Montana that are especially significant for their historic associations and/or engineering and associated features (i.e. bridges, roadside architecture, proximity to abandoned segments of historic road, etc.) for inclusion in a Montana Historic Highway Program.
      
      a) The MDT Environmental Services Bureau historian, in consultation with SHPO, will identify proposed segments in a draft list for inclusion in this program by June 30, 2007.
      
      b) A segment is defined as a recognizable section of roadway that retains a significant portion of its original design features, alignment and associated features (i.e. roadside architecture,
bridges, etc.) to meet the criteria for inclusion in the National Register of Historic Places.

c) The draft list will be distributed to the FHWA, MDT Highways and Planning Division Administrators, MDT District Administrators, and the MDT Highways Bureau for comment.

d) A final list with map (to be included as Attachment 1 to this Agreement) will be mutually approved by MDT and SHPO by December 31, 2007 for inclusion in the Montana Historic Highway Program to be implemented by this Agreement.

2) If not already inventoried and evaluated and prior to any undertaking with the potential to impact the road segments identified above, the MDT will record each identified historic road segment in the Montana Historic Highway Program as a minimally defined linear site and assign it Smithsonian trinomial number. The MDT will evaluate the historic significance and integrity of the road in consultation with SHPO, pursuant to 36 CFR 800.4.

3) For the historic road segments in the Montana Historic Highway Program, MDT will seek whenever prudent and feasible to preserve or incorporate into the design of all proposed undertakings as many of the historic features associated with the designated roadway as is possible based on current American Association of State Highway and Transportation Officials (AASHTO) standards. Specifically, MDT will incorporate preservation and context sensitive design early in the planning process, including (but not limited to):

   a) MDT will consider the historic road and features associated with it under the guidelines delineated in Saving Historic Roads: Design & Policy Guidelines (National Trust for Historic Preservation, 1998).

   b) MDT will ensure that when a segment of designated historic roadway is programmed for widening or reconstruction, the MDT Preconstruction Bureau will notify the MDT Environmental Services Bureau prior to the Preliminary Field Review for early consideration for preservation of historic values.

   c) MDT will use design exceptions as necessary and allowable to minimize impacts to historic highway features that may be located within the right-of-way (R/W) or clear zone.

   d) MDT will integrate existing historic road features into changes in the proposed roadway. If necessary and feasible to move features, they will be relocated to correspond to their original context (i.e. concrete R/W markers and retaining walls).

   e) MDT will coordinate historic preservation with MDT’s mandate to provide safe and efficient roadways for the traveling public.

4) For all undertakings involving roads in the Montana Historic Highway Program, MDT will explicitly identify the roads as part of the Montana Historic Highway Program.
Historic Highway Program and invite the public in the early stages of planning to comment upon the potential for impact to historic values. Public comments may be solicited through regular MDT procedures as part of the National Environmental Policy Act (NEPA) process as specified in 36 CFR 800.8 (a). MDT will document public comment on impacts to historic values.

5) For all undertakings involving roads in the Montana Historic Highway Program, MDT will explicitly identify the roads as part of the Montana Historic Highway Program, submit documentation including description, public comment and assessment of effect; and invite SHPO to comment pursuant to 36 CFR 800.5 upon the potential for impact to historic values. SHPO will have 30 days to respond.

6) If MDT, in consultation with SHPO, determines that a road in the Montana Historic Highway Program will be adversely affected pursuant to the criteria as defined in 36 CFR 800.5(a), FHWA and MDT will consult with the Council, SHPO and any other consulting parties to resolve the adverse effect pursuant to 36 CFR 800.6-7, including development of a Memorandum of Agreement (MOA), as necessary.

C) For undertakings involving all other historic roads not included as part of the Montana Historic Highway Program, the following procedures will apply:

1) The MDT and FHWA will comply with 36 CFR 800.3-6 for consideration and consultation on historic properties in the Area of Potential Effect (APE) other than historic roads.

2) For the historic roads, MDT will identify, record, and assign Smithsonian trinomial site numbers to historic-age (> 50 years old) roads or road segments located within the Area of Potential Effect (APE) of MDT’s undertakings.

3) MDT in consultation with SHPO will seek to avoid impacts to all intact historic features associated with the historic-age roads.

4) If MDT and SHPO determine that a particular road contains historically significant features that are eligible for listing in the National Register of Historic Places on a statewide or national level, MDT will consult with SHPO to develop and implement a plan to avoid or incorporate the features into the agency’s undertaking in a manner that preserves their historical significance and integrity.

3. FOR UNDERTAKINGS INVOLVING HISTORIC BRIDGES
A) MDT will comply with 36 CFR 800.4 with regard to identifying and evaluating, in consultation with SHPO, the National Register eligibility of historic-age (>50 years old) bridges.

1. MDT will identify, record, and obtain Smithsonian trinomial site numbers from the state Site Records Office, The University of Montana, for all bridges to be evaluated for eligibility to the NRHP.

2. MDT will consider national, state, and local levels of significance in determining the eligibility of bridges to the NRHP.

B) For NRHP-eligible bridges that may be impacted by MDT undertakings, including proposed bridge replacement, FHWA and MDT will consider preservation in place and historic bridge rehabilitation alternatives early and thoroughly in the planning and public comment process.

1. Where applicable, FHWA and MDT will encourage use of Community Transportation Enhancement Program (CTEP) and Treasure State Endowment Program (TSEP) funds for the preservation and rehabilitation of NRHP-eligible bridges rather than bridge demolition or removal.

C) For all NRHP-eligible bridges that MDT concludes, after planning and public comment, that the bridge will be affected by an undertaking, (including those considered for the Montana Adopt-A-Bridge Program or the Montana Historic Bridge Rehabilitation Program [see below Stipulation 3E and 3F] ), MDT will implement the following actions:

1. MDT will notify SHPO and any other consulting parties and invite their comment on the undertaking. SHPO and other consulting parties shall have at least 30 days to comment. MDT will take into consideration the comments of SHPO and other consulting parties in implementing the undertaking.

2. MDT will consult with the National Park Service’s Historic American Engineering Record (HAER) to determine the level of documentation necessary and appropriate for recording the bridge.

   A. If accepted by HAER for official record-keeping, MDT will submit original documentation to HAER and copies to the SHPO, The University of Montana Site Records Office (as a site update), the Montana State University-Bozeman, interested local historical societies and/or museums, and new owners, as applicable (i.e., Montana Adopt-A-Bridge Program).

   B. If not accepted by HAER for official record-keeping, MDT will submit original documentation to SHPO and copies to The University of Montana Site Records Office (as a site update),
interested local historical societies and/or museums, and new owners, as applicable (i.e., Montana Adopt-A-Bridge Program).

3. As allowable and appropriate, MDT will salvage historic components (i.e. trusses, masonry abutment walls, guardrails, etc.) for reuse on new bridges and/or include structural features in the design of new bridges that closely approximate historic structural components and design.

D) For all bridges determined to be not NRHP eligible that will be affected by a MDT undertaking, MDT will update the historic property record (site form) to reflect the impact of the undertaking.

   1. Updated information, including before and after photographs, will be submitted to The University of Montana Site Records Office as a site update.

E) Montana Adopt-A-Bridge Program

1. MDT will initiate and promote a Montana Adopt-A-Bridge program to find new locations, uses and/or owners for certain historic bridges that are NRHP eligible and have been designated for replacement or demolition because rehabilitation and preservation in-place is not feasible.

2. The Montana Adopt-A-Bridge program will encompass all historic truss and steel girder bridges with a structural rating of three (3) or above. At its discretion, MDT may also consider other bridges for adoption.

3. A determination of suitability of an historic truss or steel girder bridge for inclusion in the Montana Adopt-A-Bridge program will be made during the preliminary field review of the proposed project by the appropriate District Administrator, in consultation with the MDT Bridge Bureau and the MDT's Environmental Services Bureau historian.

   a. The MDT Bridge Bureau's recommendation will be based on the structural condition of the bridge and its suitability for relocation.
   b. The MDT Environmental Services Bureau historian's recommendation will be based on the bridge's historic and/or structural significance.
   c. MDT will notify SHPO of the bridge's selection or non-selection for the Montana Adopt-A-Bridge Program and given fifteen (15) calendar days to comment.

4. MDT will prepare and distribute a brochure that provides information about the Montana Adopt-A-Bridge program to the general public.

   a. The brochure will be available through the MDT headquarters and each of the five district offices. Copies of the brochure will also be provided to the 56 Montana counties. It will also be distributed at public hearings where bridges deemed eligible for the program are discussed.
b. The brochure will include specific guidance on the issue of legal liability and insurance.

5. If deemed suitable for the Montana Adopt-A-Bridge Program, the bridge will be advertised for adoption in the local newspapers, radio public service announcements (PSAs), and on the MDT’s Internet website.
   a. The MDT Environmental Services Bureau historian will prepare the advertisement and submit it to the appropriate newspaper(s) at least ninety (90) days before the scheduled ready date for the project.
   b. MDT will offer potential owners the demolition cost of the bridge as an incentive to adopt the historic bridge.
      (i) If the bridge will be adopted and relocated, then the demolition money may be applied to the reimbursement for the move.
      (ii) If the bridge will be adopted and left in-place, then the money must be applied to the restoration, rehabilitation or insurance liability for the historic bridge.
      (iii) Where possible, MDT will encourage and give preference to the adoption of bridges in-place.

6. Upon receipt of and consideration of response(s), MDT will determine the disposition of bridges in the Montana Adopt-A-Bridge Program as follows:
   a. The MDT Bridge Bureau will contact all interested new owners of the historic bridge and request they provide information in writing regarding: the proposed new or in-place location; the intended use of the bridge when adopted; and the ability to assume the liability and responsibility for the bridge.
      (i) If it is determined that a potential recipient of an historic bridge intends to demolish it for its value as scrap metal, then he/she will be removed from further consideration.
   b. An FHWA representative, the appropriate MDT District Administrator, the Chief Bridge Engineer, the MDT attorney and the MDT Environmental Services Bureau historian will together select a new owner among viable interested owners based on the written information provided and using criteria described in Attachment 2 to this Agreement.
   c. The selected new owner (2nd Party) must agree, in writing, to maintain the bridge and the features that give it its historical significance and assume the liability and responsibility for the bridge once he/she has taken possession of the structure. MDT and/or the county in which the bridge resides or is taken will not be held liable for the bridge once ownership has been transferred to the 2nd Party. A sample copy of the agreement is included as Attachment 3 to this Agreement.
      (i) No demolition funds will be provided to the 2nd Party until they have assumed the liability and responsibility for the bridge.
   d. The MDT Environmental Services Bureau historian will conduct HAER-level documentation of the bridge prior to its adoption (see above, Stipulation 3C).
e. If the adopted bridge will be relocated, the 2nd Party must remove the bridge from the construction site within 30 days of notification by the MDT Project Manager. The 2nd Party will be provided with the demolition funds once the MDT Bridge Bureau has been notified by the MDT Project Manager that the bridge has been removed from the construction site and relocated.

f. If the abutments are determined historically significant, they will be left in place if practicable. MDT will make this determination on a case-by-case basis.

g. MDT will ensure that the 2nd Party must maintain the bridge and the features that contribute to its historical significance for a period of no less than 10 years, to be established in the agreement between the 2nd Party and the MDT.

h. The 2nd party must assume all future legal and financial responsibility for the bridge, holding MDT harmless in any liability action.

i. The 2nd Party will permit access to the relocated bridge by the MDT Environmental Services Bureau historian for up to ten years for monitoring and follow-up documentation purposes. MDT will notify the 2nd Party of any inspection of the bridge ten working days before the visit. MDT shall invite SHPO to participate.

j. If the adopted bridge is to be left in-place, the 2nd Party will be provided the demolition funds once documentation detailing plans for restoration or rehabilitation has been received and approved by the MDT District Administrator, the MDT Bridge Bureau and the MDT Environmental Services Bureau historian and an agreement to this effect has been executed. The MDT may consult with the SHPO regarding the plans for restoration or rehabilitation. Rehabilitation shall meet the Secretary of the Interior’s Standards and Guidelines for Rehabilitation (36 CFR 67).

   (i) MDT will give the 2nd party a copy of the HAER-level documentation and also specific guidance for historic preservation of the bridge.

   (ii). MDT will ensure that the 2nd Party must maintain the bridge and the features that contribute to its historical significance for a period of no less than 10 years, to be established in the agreement between the 2nd Party and the MDT.

k. The 2nd Party will be responsible for securing any and all necessary permits and easements from appropriate federal and state agencies (i.e. Army Corps of Engineers, Montana Department of Natural Resources and Conservation, etc.), as applicable for the relocation or preservation in-place of an adopted bridge.

7. If no interested new owners respond or no suitable owners are identified, MDT may proceed with the replacement and demolition of the bridge after following the procedures established in Stipulation 3C above.

8. As part of the biennial Agreement implementation report (Stipulation 5), the success of the Montana Adopt-A-Bridge Program will be reviewed by MDT in consultation with SHPO. If the Montana Adopt-A-Bridge
program is deemed deficient or ineffective in its purpose to preserve historic bridges under public or private ownership, either in place or at alternate locations, then it may be revised through consultation between MDT and SHPO and amendment to this Agreement, pursuant to Stipulation 7.

F). Montana Historic Bridge Rehabilitation Program

1. The Montana Historic Bridge Rehabilitation Program will apply to a select group of NRHP-eligible or potentially eligible state-administered on-system bridges as well as county or city maintained off-system bridges.

   a. On-system bridges will be selected for the program by the MDT Bridge Bureau and District Administrators, in consultation with the MDT Environmental Services Bureau historian and SHPO.
      (i) The public will be solicited for its input in the selection process through advertisements in local newspapers.

   b. Off-System bridges will be selected for the program by the appropriate city and county governments in consultation with the MDT Bridge Bureau and District Administrators, the MDT Environmental Services Bureau historian, and SHPO.

2. The program will initially include 25 NRHP-eligible or potentially eligible bridges (preferably 5 bridges from each of the MDT’s five administrative districts). A draft list of these bridges is attached as Attachment 4 to this Agreement.

3. The selection of bridges for the program will be made by December 31, 2007.

4. All bridges included in the program will be programmed in initial planning by MDT as bridge rehabilitation rather than replacement projects.

5. MDT will address all undertakings with the potential to affect bridges within the Montana Historic Bridge Rehabilitation Program pursuant to all policies and procedures established in 36 CFR 800.
   1. All rehabilitations will meet the Secretary of the Interior’s Standards and Guidelines for Rehabilitation (36 CFR 67).
   2. Rehabilitation project designs will be reviewed by the MDT historian and submitted to SHPO for consultation pursuant to 36 CFR 800.5-7.

6. In the unlikely event that if, at the time of an undertaking, MDT and SHPO agree that a bridge in the program cannot in fact be rehabilitated because of a new structural condition or other unforeseen factors, another NRHP-eligible bridge must be selected under this Stipulation to replace it in the program within 6 months of the mutual determination.
7. Once a bridge in the program has been successfully rehabilitated, another NRHP-eligible bridge must be selected under the terms of this Stipulation to replace it in the program within 6 months of the completion of the rehabilitation, thereby maintaining 25 bridges in the program at all times. At such time as MDT determines, in consultation with SHPO, that fewer than 25 bridges exist that are eligible for the program, the number of total bridges in the program may decrease accordingly.

8. Within 1½ years of a completed rehabilitation project, MDT will nominate the bridge to the National Register of Historic Places and provide an interpretive sign describing the history and significance of the bridge along with details acknowledging the rehabilitation project.

9. The MDT may develop further procedures for administering the Montana Historic Bridge Rehabilitation Program and submit them to SHPO for comment and concurrence. If MDT and SHPO agree, these procedures may be amended to this agreement, pursuant to Stipulation 7.

4. NATIONAL REGISTER OF HISTORIC PLACES NOMINATIONS AND CONTEXT DEVELOPMENT

For Roads

A. MDT will nominate the Point of Rocks Segment of the Mullan Military Road (24MN133), with or without the adjacent abandoned Milwaukee Road Railroad grade, to the National Register of Historic Places by December 31, 2007.

   1) Within 1 year of the National Register listing, MDT will install interpretive markers about the Mullan Military Road at the I-90 Dena Mora Rest Area and the parking area located adjacent to the road segment at MP 72 on I-90.

B. MDT will nominate at least one historic road segment in the Montana Historic Highway Program to the National Register of Historic Places every three (3) years beginning in 2008 (see Stipulation 2B) until such time that all roads in the program have been nominated.

For Bridges

C. MDT in consultation with SHPO will develop National Register Multiple Property Documents (MPD’s) for steel truss, reinforced concrete, steel stringer, girder, and timber bridges in Montana.

   1. MDT will submit the draft MPD’s to SHPO as they are completed and SHPO will provide comments to MDT within 90 days.
2. Once mutually agreed upon by MDT and SHPO, the MPDs will provide the basis on which historic bridges are evaluated by MDT and SHPO according to the National Register criteria, pursuant to 36 CFR 63 (see Stipulation 3A)

3. As time and opportunity allow, the MDT and SHPO will collaborate to nominate eligible bridges to the National Register of Historic Places under the MPDs and submit both the MPDs and the bridge nominations to the Keeper.

5. EDUCATION AND OUTREACH PROGRAMS

For Roads

A. MDT will provide funding for the development and installation of five new roadside interpretive markers describing the history and significance of pre-1913 historic roads. The markers will be adjacent to Montana’s existing primary and secondary highway system. The marker locations will be determined by MDT in consultation with SHPO.

B. MDT will expand its historical marker program to MDT-administered Rest Areas to concentrate specifically on Montana’s transportation history.
   a. Ten new markers will be established at Rest Areas by 2015.
   b. The first interpretive marker will be installed at the Interstate 90 Dena Mora Rest Area and describe the history and significance of the Mullan Military Road to west central Montana (see Stipulation 4A).
   c. This first marker will be installed by December 31, 2007.

C. MDT will finance the updating and republishing (with the Montana Historical Society Press or other publisher) of Montana’s Historical Highway Markers when the current print run of the volume has been exhausted.

D. MDT will revise and expand its 1993 unpublished document, Roads to Romance: The Origins and Development of the Road and Trail System in Montana, by December 31, 2009. Copies will be distributed to SHPO, the Montana Historical Society Library, and other interested parties, organizations, and agencies.

For Bridges

E. MDT will develop, deploy and maintain a Statewide Bridge Database/GIS in consultation with the Montana SHPO and the Montana State Library’s Natural Resource Information System (NRIS) program.

   a. The initial Statewide Bridge Database/GIS will be completed by December 31, 2007.
b. Information in the database will include locations, Smithsonian trinomial numbers, National Register evaluations, photographs, bridge type, and brief narrative descriptions and histories of each bridge.
c. The production and maintenance of the database will encourage and solicit multi-agency participation, including not only SHPO and NRIS, but also the Forest Service, National Park Service, U.S. Bureau of Land Management, Bureau of Reclamation, Indian Tribal governments, and the Bureau of Indian Affairs.
d. The Statewide Bridge Database/GIS will be made available to and shared with the public, interested parties and agencies via the Montana State Library’s NRIS website.

F. MDT will sponsor an historic bridge workshop or seminar in 2008 and again at least once every five (5) years thereafter.
   a. The workshops/seminars will address issues associated with the preservation and rehabilitation of historic bridges.

For Roads and Bridges

G. MDT will encourage and support the attendance of appropriate MDT employees at regional and national forums (workshops, seminars, conferences) dealing with the preservation of historic roads and bridges.

H. MDT will develop a “History of the Montana Department of Transportation” PowerPoint presentation, advertise and make it available to the public and interested agencies and organizations. The presentation will be completed by March 31, 2008.

I. MDT will develop and distribute a “Compilation of Montana Historical Highway Maps” to appropriate schools and agencies by June 30, 2007.

J. MDT will seek to participate as possible in other historic transportation-related educational and outreach programs on a can-do basis as they may become known.

6. PROGRAMMATIC AGREEMENT IMPLEMENTATION REPORT

A. Biennially, MDT will complete and distribute a report providing a stipulation-by-stipulation accounting of the implementation of this Agreement.

B. The report will be provided to the signatories to this Agreement for review and comment.

C. The first report will be prepared two years from the execution of this Agreement, and every two years thereafter.
7. AGREEMENT MONITORING, AMENDMENT, AND TERMINATION

A. This Agreement will remain in force until such time that it is terminated by one or more of the signatory parties.

B. Any signatory to this Agreement may terminate it by providing, in writing, forty-five (45) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek arrangement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR 800 with regard to each individual undertaking covered by this Agreement.

C. The Council and SHPO may monitor any activity carried out pursuant to this Agreement, and the Council will review such activities if so requested. MDT and FHWA will cooperate with the Council and the SHPO in carrying out their monitoring and review responsibilities.

D. Any signatory of this Agreement may request that it be amended, whereupon the signatories will consult to consider such amendment. An amendment will go into effect when agreed to in writing by all the signatories.

8. OBJECTIONS, DISPUTE RESOLUTION, AND FAILURE TO FULFILL

A. Should any signatory to this Agreement object within sixty (60) days to any action proposed or undertaken pursuant to this Agreement, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objections cannot be resolved, the FHWA shall forward all documentation relevant to the dispute to the Council, including the FHWA’s proposed response to the objection. Within thirty (30) calendar days after receipt of all pertinent documentation, the Council will either:

1. advise the FHWA that it concurs with the FHWA response, whereupon the FHWA will respond to the objection accordingly; or

2. advise the FHWA that it should enter into adverse effect consultation pursuant to 36 CFR 800.6; or

3. provide the FHWA with recommendations, which the FHWA will take into account in reaching a final decision regarding the dispute; or

4. notify the FHWA that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on the subject of the objection. Any Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR 800.7(c)(4) with reference only to the subject of the dispute; the FHWA and MDT’s responsibility to carry
out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

5. If the Council fails to provide recommendations or to comment within the specified time period, the FHWA may implement that portion of the undertaking subject to dispute under this Stipulation in accordance with the documentation submitted to the Council for review.

B. At any time during implementation of the measures stipulated in this Agreement, should any objection to any such measure or its manner of implementation be raised by a member of the public or other non-signatory to the Agreement, the FHWA shall take the objection into account and consult as needed with the objecting party, the SHPO or the Council to address the objection.

C. In the event that the FHWA or MDT does not carry out the terms of this Programmatic Agreement, it shall not take any action or make any irreversible commitment that would result in an adverse effect to historic properties or would foreclose the Council’s consideration of modifications or alternatives to the undertaking.

Execution and implementation of this Programmatic Agreement evidences that the FHWA has satisfied its Section 106 responsibilities for all individual undertakings subject to the terms of the Agreement.
MONTANA DIVISION, FEDERAL HIGHWAY ADMINISTRATION

By: [Signature]  
Ted Burch, Program Development Engineer  
Date: 12/12/2006

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: [Signature]  
John M. Fowler, Executive Director  
Date: 2/1/07

MONTANA STATE HISTORIC PRESERVATION OFFICE

By: [Signature]  
Mark F. Baumler, State Historic Preservation Officer  
Date: 2/10/2006

CONCUR:

MONTANA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Jim Lynch, Director MDT  
Date: 1/09/07

APPROVED FOR LEGAL CONTENT  
Date: Nov 1, 2006  
By: [Signature]
FIRST AMENDED PROGRAMMATIC AGREEMENT  
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,  
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND  
THE NEW MEXICO STATE HISTORIC PRESERVATION OFFICER  
REGARDING IMPLEMENTATION OF THE  
FEDERAL-AID HIGHWAY PROGRAM IN NEW MEXICO  

WHEREAS, the Federal Highway Administration (FHWA) proposes to administer its Transportation Program in New Mexico authorized by 23 U.S.C. 101 et seq. through the New Mexico Department of Transportation (NMDOT) (23 U.S.C. 315); and  

WHEREAS, FHWA: (1) has determined that undertakings under the National Transportation Act and associated Programs may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places; (2) has consulted with the Advisory Council on Historic Preservation (AHP) and the New Mexico State Historic Preservation Officer (SHPO), pursuant to Section 800. 14(b) of the regulations (36 CFR 800 as amended) implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f); and (3) wishes to insure that NMDOT will conduct its programs in a manner consistent with the intent and purposes of 36 CFR 800; and  

WHEREAS, the FHWA, NMDOT, SHPO and ACHP share a common desire to develop a flexible, programmatic approach for implementing Section 106 of NHPA that will satisfactorily take into account the effects of FHWA undertakings on historic properties, provide for appropriate tribal consultation and public participation, minimize redundant documentation, and reduce the need for case-by-case review when historic properties will not be affected or when standard protocols and treatments can be applied; and  

WHEREAS, the NMDOT and SHPO agree that it is in the public's benefit to streamline reviews of state undertakings following a common, integrated process since these agencies have responsibilities to preserve, protect and minimize harm to cultural properties under the following New Mexico acts and their implementing regulations: the Cultural Properties Act of 1969, as amended (§ 18-6-1 through 18-6-17, NMSA 1978; New Mexico Administrative Code (NMAC) Title 4, Chapter 10, parts 4-8, 11, 14-17); the Cultural Properties Preservation Act of 1993 (§ 18-6A-1 through 18-6A-6, NMSA 1978; 4.10.13 NMAC), and the Prehistoric and Historic Sites Preservation Act of 1978, as amended (§ 18-8-1 through 18-8-8, NMSA 1978; 4.10.12 NMAC); and  

Whereas, FHWA recognizes that it has a unique legal relationship with Indian tribes (Tribes) set forth in the Constitution of the United States, statutes and court decisions and that consultation with an Indian tribe must, therefore, recognize the government to government relationship between the federal government and Indian tribes; and  

WHEREAS, in the development of this agreement, the FHWA and NMDOT have initiated consultation with Federally-recognized Indian tribes (New Mexico: Navajo Nation, Jicarilla Apache, Mescalero Apache, Acorn Pueblo, Cochiti Pueblo, Isleta Pueblo, Jemez Pueblo, Laguna Pueblo, Nambe Pueblo, Picuris Pueblo, Pojoaque Pueblo, Sandia Pueblo, San Felipe Pueblo, San Ildefonso Pueblo, San Juan Pueblo, Santa Ana Pueblo, Santa Clara Pueblo, Santo Domingo Pueblo, Taos Pueblo, Tesuque Pueblo, Zia Pueblo, Zuni Pueblo. Arizona: Hopi Tribe, San Carlos Apache, White Mountain Apache. Colorado: Southern Ute, Ute Mountain Ute. Oklahoma: Apache Tribe of Oklahoma, Fort Sill Apache, Pawnee Tribe, Comanche Tribe, Kiowa Tribe, Wichita and Affiliated Tribes. Texas: Ysleta del Sur Pueblo) that have a cultural affinity to areas in New Mexico that might have traditional, cultural, or religious significance to those tribes, pursuant to 36 CPR 800.2 and 36 CPR 800.14(f); and

WHEREAS, the Pueblo of Sandia, Pueblo of Santa Clara, Ohkay Owinge and Pueblo of Taos have requested to be concurring parties to this Agreement; and

WHEREAS, NMDOT has participated in the consultation and has been invited to be a signatory to this Programmatic Agreement (Agreement); and

WHEREAS, FHWA and NMDOT are committed to the design of transportation systems that: (1) achieve a safe and efficient function appropriately placed within the New Mexico context; (2) avoid, minimize and mitigate adverse effects on historical and cultural resources; (3) recognize that investment in these historic, archaeological, and cultural resources is critical to New Mexico's continued growth and prosperity; and (4) respond to the needs of New Mexico communities and Indian tribes; and

WHEREAS, FHWA, the ACHP, SHPO, and NMDOT aspire to engage in meaningful, long-term planning for the protection of historic properties and, toward that end, desire to: (1) develop a comprehensive and efficient process for all Section 106 undertakings; (2) simplify procedural requirements to the maximum extent possible; (3) and eliminate unnecessary paperwork; and

WHEREAS, the parties to this Agreement executed an earlier Agreement on June 21, 2005, entitled; Programmatic Agreement among the Federal Highway Administration, the New Mexico Department of Transportation, the Advisory Council On Historic Preservation, and the New Mexico State Historic Preservation Officer Regarding Implementation of the Federal-Aid Highway Program in New Mexico This First Amended Agreement supersedes that earlier Agreement; and

NOW THEREFORE, FHWA, the ACHP, NMDOT and SHPO hereby agree that the review of FHWA undertakings shall be administered according to the following stipulations in order to satisfy FHWA's Section 106 responsibilities and to integrate, to the maximum extent feasible, the manner in which FHWA meets its historic preservation responsibilities with its other responsibilities under Federal and State statutory or regulatory authorities and policies.
STIPULATIONS

FHWA shall ensure that the following stipulations are carried out:

I. Applicability and Scope. This Agreement sets forth the process by which FHWA and NMDOT will meet their respective responsibilities for undertakings pursuant to Sections 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f).

A. FHWA Responsibilities—In compliance with its responsibilities under the NHPA, FHWA remains legally responsible for all findings and determinations made under this Agreement. As a condition of its award to NMDOT of any assistance under the Federal Aid Highway Program, FHWA will ensure that NMDOT fulfill its duties as specified in this PA and applicable ACHP standards and guidelines, and the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) for undertakings subject to this Agreement. FHWA will be directly responsible for initiating consultation on individual projects with federal and state agencies, and tribal and local governments pursuant to 36 CFR 800.2(c)(2) and (3). NMDOT, on behalf of FHWA, will ensure that all municipal, state, Indian and federal land managers that have land included within, or adjacent to, FHWA undertakings are copied on all records. Such public or Indian land managers shall also be invited to participate in consultations regarding individual undertakings.

B. NMDOT Responsibilities - NMDOT will ensure that all work carried out pursuant to this Agreement, whether performed by NMDOT staff or consultants, is conducted under the supervision of individuals who meet the qualifications set forth in the Secretary of the Interior’s Standards and Guidelines for Professional Qualifications (36 CPR Part 61) and for projects involving state land, New Mexico professional qualifications as set forth in 4.10.8.10 NMAC. NMDOT shall continue to employ a professional cultural resource staff consisting of a Cultural Resources Bureau Manager and other personnel that meet these qualifications.

C. Local Government Responsibilities - For local assistance program projects that are federally funded, FHWA will be the lead agency and will follow standard regulations in order to comply with Section 106. For local assistance projects that have state funding only, the local government is responsible for preparing and submitting the project consultation documentation to NMDOT for review. The local government will be responsible for making any necessary revisions and forwarding documentation to SHPO and for implementing protection, preservation or mitigation measures developed pursuant to this PA.

D. Multi-Agency Undertakings

1) If an undertaking will affect lands administered by several different agencies or Indian tribes within New Mexico and FHWA is the lead agency, FHWA will follow this PA for the entire undertaking if this is acceptable to the other agencies and Indian tribes. Each land managing agency, however, is responsible for making determinations of National Register eligibility for resources it manages. If any other agency or tribal government objects to the application of this PA to lands they administer, then FHWA along with all the other consulting parties will negotiate and adhere to provisions in a
project-specific PA or other agreement or will follow the procedures contained within 36 CFR 800.

2) Where undertakings will affect lands administered by several different agencies within New Mexico and another federal agency is the lead, consultation procedures used by the lead federal agency will be followed. Each land managing agency will be responsible for determinations of National Register eligibility for the resources it manages.

3) Where undertakings will affect lands administered by several different agencies within New Mexico without FHWA or another federal agency taking the lead, NMDOT will follow this PA for lands under their jurisdiction. The NMDOT will indicate on its transmittal to SHPO that this is a multi-agency project submitted without a federal lead.

4) For large or multi-state undertakings, an attempt will be made to develop a single PA which will have to be negotiated and accepted by all the SHPOs and agencies involved. If this occurs, a federal lead, if possible, will be identified for multi-state undertakings.

II. General Requirements - FHWA shall require that NMDOT carry out the requirements of 36 CFR 800 inclusive, all applicable ACHP standards and guidelines, or the requirements set forth in this Agreement, for all FHWA undertakings. FHWA will insure that NMDOT observes the following requirements.

A. Standards and Guidelines - NMDOT and FHWA have prepared a document, Guidelines for Cultural Resources Investigation (NMDOT Guidelines) that meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) and adopt, as well as supplement, the state of New Mexico’s standards for cultural resources investigations (4.10.15 NMAC, Standards for Survey; 4.10.16, Standards for Excavation and Test Excavation; and 4.10.17 NMAC, Standards for Monitoring). The NMDOT Guidelines serve as the basis for findings and consultations under this Agreement. NMDOT shall ensure that all cultural resource surveys, documentation and evaluation of cultural resources, and measures to mitigate adverse effects performed by NMDOT staff and consultants conform to the NMDOT Guidelines which are incorporated into this Agreement as Appendix B. The NMDOT shall review these guidelines annually and revise as needed through consultation with FHWA and SHPO.

B. Professional Training - FHWA and NMDOT will collaborate with SHPO in ensuring periodic training for NMDOT personnel and their consultants to facilitate implementation of this Agreement, to increase expertise in surveys, evaluation of historic properties, preparation of historic contexts, and other historic preservation topics of mutual interest.

C. Heritage Preservation Initiatives - To facilitate historic and archaeological preservation in New Mexico, NMDOT will promote progressive programs and activities of mutual interest to, and in consultation with, FHWA, SHPO, ACHP, Indian tribes, local communities or other consulting parties. Heritage initiatives include but are not limited to publication of reports in the NMDOT Cultural Resources Technical Series; analysis and synthesis of past data accumulated through NMDOT/FHWA projects for professional or general audiences; enhanced web-based materials to promote public education initiatives; and development of treatment plans that include public education and/or special studies that advance heritage preservation.
D. Annual Review Meetings - On or before August 10th of each new state fiscal year, NMDOT shall meet with SHPO, or its representatives, and FHWA, to review upcoming projects (STIP), to update staff on any changes to federal or state regulations or guidance relating to work performed under this Agreement, and to evaluate the effectiveness of the Agreement. NMDOT will notify the ACHP about upcoming annual review meetings and invite ACHP participation. The ACHP may participate at its discretion.

E. Annual Evaluation - NMDOT, FHWA, and SHPO shall assess the effectiveness of the Agreement, suggest revisions to its provisions or to the NMDOT Guidelines, and to evaluate the quality of the resource identification and protection activities carried out under the Agreement. Thereafter, evaluations shall take place annually on or before August 10th. At least 30 calendar days prior to the annual evaluation, NMDOT shall submit a report to FHWA, ACHP, and SHPO. This report shall include, but is not limited to the following:

1) descriptions of additions to Appendix A, Exempted Activities
2) areas considered so disturbed that no archeological inventory was required
3) circumstances when areas of effect were not intensively surveyed including projects covered by Categorical Exclusions and Determinations of National Environmental Policy Act Adequacy and a justification for why less than Class III survey was carried out,
4) post review discoveries,
5) the circumstances under which undertakings were approved in contradiction to the procedures contained in this PA,
6) actions taken to deal with emergency situations.
7) A discussion of any instances in which SHPO and FHWA and NMDOT disagreed on eligibility or effect.
8) The report shall also contain a narrative description of accomplishments, concerns, and recommendations regarding any changes to this Agreement or to the NMDOT Guidelines.

III. Consultation with Indian Tribes - The federal government has a unique legal relationship with Indian tribes set forth in the Constitution of the United States, treaties, statutes, and court decisions. Consultation with an Indian tribe must, therefore, recognize the government-to-government relationship between the federal government and Indian tribes. As such, FHWA shall initiate consultation or NMDOT may be authorized to initiate consultation. Upon receipt of a written request from any Indian tribe or officially designated representative of an Indian tribe, to consult with FHWA in lieu of, or in addition to, NMDOT, NMDOT shall forward the request to FHWA. When an Indian tribe so requests, FHWA will consult with that Indian tribe in coordination with NMDOT.

A. FHWA may request NMDOT to provide assistance to FHWA in complying with Section 106 of the NHP A and the Act's revised implementing regulations as set forth in 36 CFR 800, effective on August 5, 2004. These responsibilities will not be delegated to project sponsors including local governments, or NMDOT consultants.

B. FHWA and NMDOT are committed to ensuring that all Indian tribes with interests in New Mexico are identified and included in the consultation process. The NMDOT Native American Tribal Coordinator (NATC) will continue to work with Indian tribes, the SHPO, ACHP and
FHWA/NMDOT resources to develop an effective consultation process. The NATC will contact all Indian tribes on at least an annual basis, indicating which FHWA and NMDOT projects (STIP) will be in the planning stages for the upcoming year. FHWA/NMDOT will provide a list of proposed projects accompanied by an ARC/GIS map that depicts the location of the projects within the counties that the tribes have identified as areas of traditional concern. Tribes will be asked to identify projects of interest to them and whether they require additional detailed information for consultation. NATC will proactively consult with Indian tribes to ensure that this system of consultation is effective. The NATC will inform SHPO of the tribal interests.

C. The FHWA and NMDOT shall ensure that Indian tribes have opportunities to identify concerns and participate as consulting parties in all aspects of consultation for projects that are of interest to them. When an undertaking may affect a property identified by an Indian tribe as having traditional cultural or religious significance, the NMDOT shall consult further with the tribe. The FHWA and NMDOT shall provide the opportunity to tribes to develop memoranda of agreement regarding the protocol for consultation among the agencies and tribes. The FHWA and NMDOT have developed a standard protocol for conducting tribal consultation which is included as Appendix B.

IV. Public Involvement
A. Public Notification - FHWA and the NMDOT Cultural Resources Bureau Manager shall, through opportunities afforded by the NMDOT project development process, seek and consider the views of the public in a manner that reflects the nature and complexity of the undertaking and its effects on historic properties, the likely interest of the public in the effects on historic properties, confidentiality concerns of private individuals and businesses, and the relationship of the Federal involvement to the undertaking. NMDOT will develop and use NEPA public notification procedures including the opportunity for comment regarding cultural resources at Public Scoping Meetings, Public Information Meetings, and Public Hearings.

B. Public Education - FHWA and NMDOT, in collaboration with SHPO, shall include public education and interpretation component in its undertakings whenever appropriate. If FHWA, NMDOT and/or SHPO identifies a project that significantly contributes to the knowledge base of the prehistory or history of New Mexico as a result of data recovery/excavation, archival research, built environment documentation or oral history, NMDOT will share this information with the general public through outreach efforts that include but are not limited to site tours, brochures, portable exhibits, public presentations, popular publications and educational curricula modules. These efforts will be included as alternative mitigation measures in treatment plans.

V. Requirements for Project Review by FHWA and NMDOT - For all FHWA undertakings reviewed pursuant to this Agreement, FHWA and NMDOT shall observe the following requirements detailed below:

A. Exemptions - Those categories of undertakings listed in Appendix A are exempt from further review or consultation. These include categories of undertakings for which the potential effects on historic properties are foreseeable and likely to be minimal. Appendix A may be revised or updated as needed by mutual written agreement of the FHWA, NMDOT and SHPO. Revisions
will include consultation with Indian tribes if the proposed exemptions have the potential to affect properties of traditional cultural and religious significance.

B. Standard Consultation - The FHWA and NMDOT shall carry out the review requirements of this Agreement on all classes of undertakings that have the potential to affect historic properties and are not specifically exempt from standard review (see Stipulation VI). These steps will be carried out in consultation with SHPO, Indian tribes and other consulting parties.

C. Standard Treatment Protocols - The FHWA and NMDOT, in consultation with the SHPO and the ACHP, may develop standard treatment or mitigation measures for certain types of properties where the mitigation approach or strategy is similar and repetitive. In such treatment protocols, the FHWA and NMDOT shall consult with Indian tribes if the proposed treatment has the potential to affect properties of interest to them, and with other parties that have a demonstrated interest in the class of historic properties. Upon mutual written agreement by the FHWA/NMDOT, the SHPO and ACHP, such standard treatments shall be appended to this Agreement and may be followed in lieu of standard case-by-case consultation for the specified class of properties.

D. Schedules for Data Submission
1) No Historic Properties Affected (Negative Results or all effects to historic properties avoided). Inventory reports in which no cultural resources or only isolated occurrences are found, reports that document only sites found to be ineligible for listing in the National Register and reports in which all eligible historic properties are avoided to achieve a situation of No Historic Properties Affected will be submitted monthly to the SHPO.
   i) Monthly submittals shall be organized into batches so that FHWA, NMDOT, and multi-agency projects are separate. Each batch shall contain a summary that indicates whether the submittal is a FHWA project, a NMDOT project, or a multi-agency project, the NCPRIS number of the report, the report title, report author, total number of archeological sites, total number of buildings or structures and total number of acequias recorded during the project along a summary of the number of properties eligible, not eligible or undetermined.

2) No Adverse Effect and Adverse Effect. Inventory reports will be submitted to the SHPO as they are completed.

VI. Standard Consultation - For those projects not exempt from review or covered by standard treatments, FHWA and NMDOT shall implement the following process.

A. Confidentiality In accordance with section 304 of the NHPA, 36 CFR 800.11(e) and 16 USC 470 hh, the FHWA and NMDOT shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy; risk harm to the historic property; or impede the use of a traditional religious sites by practitioners.

B. Consulting Parties - In consultation with the SHPO, the FHWA/NMDOT will identify any other parties entitled to be consulting parties and invite them to participate in the section 106 process including, when appropriate, land managing agencies, local governments, Indian tribes, and other
individuals or organizations with a demonstrated interest in the undertaking or properties that may be affected by the undertaking.

C. Areas of Potential Effect (APEs) - The FHWA/NMDOT will be responsible for establishing the undertaking and defining the area of potential effect (APE). Prior to defining the APE, the NMDOT shall request the FHWA to initiate consultation with appropriate tribal governments. The NMDOT shall identify and invite other parties (such as local governments) to participate in the consultation when appropriate. The FHWA and NMDOT shall consider the following guidance in determining APEs and may consult with SHPO on the APE of any undertaking.

(1) Archaeological resources - The APE for archaeological resources will typically be limited to the highway right-of-way (existing right-of-way, and right-of-way proposed for acquisition). The APE will be extended beyond the right-of-way when necessary to evaluate the eligibility of a site or potential effects of the undertaking on the site. In cases where a site is important, in part based on its viewshed, (for example, a large pueblo, which receives visitation and/or was developed for visitation), or an archaeological site with values as a traditional cultural property, the APE will be extended beyond the highway right-of-way.

(2) Historic Roads - The APE for potential historic roads will typically extend 100 ft from the right-of-way edge so that properties and features associated with the historic road (e.g. motels, gas stations) are documented. Historic buildings and landscape features that extend beyond 100 ft, when directly associated with the historic road, will be included in the APE.

(3) Historic Buildings - The APE for historic buildings road improvement projects where the number of lanes or vertical change will not be increased will typically be 100 ft from the edge of the right-of-way to take into consideration the built environment and visual effects unless the undertaking may affect character-defining features or changes the setting of a listed or eligible individual property or historic district. Examples include the removal of a historic sidewalk in a historic district, the introduction of sidewalks into a historic district, or the removal of a fence or landscape feature to a historic property are changes in setting. The minimum APE for major investment projects that include the development of new alignments, additional traveling lanes, or significant changes in vertical or horizontal alignment are planned, will normally be 500 feet from the edge of the right-of-way or as agreed to by NMDOT Cultural Resources Section staff and the SHPO. The APE for utility projects will be 50 feet.

D. Determination of the Appropriate Level of Identification

(1) The NMDOT will be responsible for making a reasonable and good faith effort to conduct sufficient surveys and other studies necessary to identify all historic properties that may be affected by the undertaking.

(2) The NMDOT on behalf of FHWA shall consult tribes in order to determine if they have any knowledge of traditional cultural properties and other important cultural resources within the APE as described in Stipulation III B.
(3) When the NMDOT proposes to perform an intensive inventory of an undertaking’s APE, no consultation with the SHPO regarding the level of inventory or extent of the survey will be required.

(4) Based on existing inventory information, the NMDOT may determine that further inventory will not be necessary for the APE if previous inventory has been performed to current professional standards as defined in the NMDOT Guidance for Cultural Resource Investigations (Appendix B). Inventories more than ten (10) years old will be evaluated and considered for re-examination if they do not reflect current standards and knowledge levels.

(5) When the NMDOT proposes to perform a less than intensive survey of the APE, the SHPO will be given an opportunity to comment on the proposed level, extent and design of inventory. The SHPO will provide comments within ten (10) calendar days of receipt of the NMDOT sample inventory design. The NMDOT will address SHPO comments in making a final determination of the design of the inventory.

E. Determination of Eligibility.

(1) The NMDOT will evaluate levels of significance and recommend the eligibility of all properties identified in the APE for the undertaking for inclusion in the National Register of Historic Places. All cultural resources identified in the APE, including historic landscapes, cultural landscapes, and properties of religious and cultural importance to Indian tribes, will be evaluated for their eligibility and integrity in accordance with the criteria for listing in the National Register of Historic Places. Isolated occurrences rarely meet the National Register criteria and only in exceptional situations will be evaluated for their eligibility.

(2) When an undertaking has the potential to affect properties, the NMDOT shall make determinations of eligibility in consultation with the SHPO. The NMDOT may contact the SHPO concerning determinations of eligibility when assistance or additional perspectives relating to a specific eligibility determination is needed. When an undertaking may affect a property identified by an Indian tribe as having traditional cultural or religious significance, the NMDOT shall consult further with the tribe on eligibility and effect.

(3) Historic Bridges: Determinations of eligibility are covered by a separate programmatic agreement, Management and Preservation of NMDOT-Owned Historic Bridges (Historic Bridge PA), executed by the FHWA, the ACHP, the NMDOT and the SHPO in 2006.

(4) The SHPO will monitor FHWA/NMDOT determinations of eligibility and report on the results to NMDOT, as needed, but no less than annually. NMDOT shall take SHPO comments into account on future determinations.

(5) If FHWA/NMDOT and SHPO do not agree on the eligibility of a property or if the ACHP requests, the FHWA will obtain a formal determination of eligibility from the Secretary of the Interior pursuant to 36 CPR part 63.
(6) The NMDOT will provide maps clearly delineating surveyed resources and their associated National Register property boundaries on project plans and project maps. The information on these maps will be treated as confidential.

F. Determination of Effect. NMDOT shall provide copies of the survey or inventory report(s), related documents and effect and eligibility determinations to all consulting parties including land managing agencies, Indian tribes and local governments, prior to submittal of effect determinations and documents to the SHPO. These parties will have up to thirty-days (30) to review and provide comments to FHWA. FHWA will take these comments into consideration in preparing future submittals to SHPO.

(1) No Historic Properties Affected. NMDOT shall provide a list of the No Historic Properties Affected undertakings and submit this list along with the associated reports and documents to SHPO. Monthly submittals shall be organized into batches so that FHWA, NMDOT, and multi-agency projects are separate. The list shall group the undertakings and reports as detailed below.

a. No properties present. When the agreed-upon level of survey or inventory has been completed and the survey finds only isolated manifestations or no cultural resources, the report will be sent in monthly to the SHPO. NMDOT shall provide a list of the "No Properties Present" undertakings and submit this list along with the associated reports and documents to SHPO including a NMCRIS Information Abstract Form (NIAF), monthly. NMDOT shall notify consulting parties, if any, including Indian tribes, and make the documentation available for public inspection prior to approving the undertaking. NMDOT may proceed with the undertaking following approval of the inventory report by the NMDOT Cultural Resources Bureau Manager. SHPO will review monthly submittals and, when necessary, provide comments to NMDOT on any disagreements on effect. NMDOT shall take these comments into account on future submittals.

b. No eligible properties present. When the agreed-upon level of survey or inventory has been completed and no eligible properties are identified during the survey, NMDOT shall document the finding as "No Eligible Properties Present". NMDOT shall provide a list of "no historic properties affected" undertakings and submit this list along with the associated reports and documents to SHPO including a NMCRIS Information Abstract Form (NIAF), Laboratory of Anthropology (LA) site forms, Historic Cultural Properties Inventory (HCPI) forms monthly. NMDOT may proceed with the undertaking following approval of the inventory report by the NMDOT cultural resources Bureau Manager. SHPO will review monthly submittals and, when necessary, provide comments to NMDOT on any disagreements on eligibility or effect. NMDOT shall take these comments into account on future submittals.

c. Eligible properties present but not affected. When the agreed-upon level of survey has been completed and eligible or unevaluated properties are present in the APB but are not affected by the undertaking, the NMDOT shall document the finding as "Eligible or Unevaluated Properties Present." NMDOT shall include these undertakings on the monthly list of "no historic properties affected" undertakings and submit this list along with the associated survey report, NIAF, LA and HCPI forms, and other associated documents or records to SHPO. NMDOT may proceed with the undertaking following approval of the inventory report by the NMDOT Cultural Resources Bureau Manager. SHPO will review monthly submittals and, when necessary, provide comments to
NMDOT on any disagreements on eligibility or effect. NMDOT shall take these comments into account on future submittals.

c. Historic Bridges: Determinations of effect are covered by the 2006 Historic Bridges PA.

(2) Historic Properties Affected: If the NMDOT determines that one or more historic properties may be affected by an undertaking, the NMDOT shall apply the criteria of adverse effect, 36 CPR Part 800.5(a)(1) to determine if the effect will be adverse.

a. No Adverse Effect Finding - If the NMDOT determines that the undertaking will not have an adverse effect on historic properties, it will notify SHPO and other consulting parties in writing. SHPO shall have twenty-one (21) calendar days from receipt of the NMDOT finding and supporting documentation. If the SHPO concurs with the finding, NMDOT may proceed with the undertaking, provided no other consulting party objects to the finding within 30 calendar days from receipt. If the SHPO objects to the NMDOT finding, SHPO will indicate the reasons for disagreement. The NMDOT, SHPO and any other consulting parties will consult further to resolve this matter, either by identifying new project alternatives that may result in a finding of no adverse effect on historic properties. If the SHPO or another consulting party continues to disagree with the finding, NMDOT, FHWA and SHPO will attempt to resolve the disagreement. If the objection cannot be resolved, the FHWA shall seek the views of the ACHP to resolve the objection.

b. Finding of Adverse Effect - If the FHWA/NMDOT finds that the undertaking will have an adverse effect on historic properties, excluding historic bridges, the FHWA shall notify the ACHP and resolve adverse effects following the procedures in 36 CPR 800.6. Findings and resolution of adverse effects shall follow the 2006 Historic Bridges PA unless the signatories agree to follow the procedures in 36 CFR 800.6 in lieu of the Historic Bridges PA.

VII. Documentation - Documentation assembled by the NMDOT Cultural Resources Bureau Manager, NMDOT staff, or consultants, to support findings under this Agreement shall be consistent with 36 CPR 800.11 and conform to the standards and guidelines in Stipulation II.A.

A. Scoping reports, corridor studies, environmental documents, and alternative alignment studies shall be included in the documentation, as appropriate.

B. NMDOT shall provide to SHPO copies of all identification, evaluation, treatment and data recovery reports, survey forms, digital survey information, and other relevant resource information as they are generated. All documentation will meet the standards of the New Mexico Cultural Resources Information System (NMCRIS).

C. Archaeology Planning and Research. FHWA and NMDOT shall provide for archaeological planning and research that includes, but is not limited to, appropriate care, access, and interpretation of data collections recovered from the above undertakings. FHWA and NMDOT, in consultation with SHPO, will partner with other organizations that maintain or are responsible for New Mexico collections to assess needs, identify alternative solutions, and implement the most appropriate collections care, research, and interpretation program for New Mexico.
D. Curation. Archaeological research centers (curation facility) shall meet the federal curation standards set forth by the US Department of the Interior in 36 CFR 79.

VIII. Agency Contacts and Review Schedules

A. FHWA, NMDOT and SHPO will each designate one person as their agency contact to coordinate projects and schedule priorities. The NMDOT and SHPO shall also designate an alternate contact person who can fulfill the same responsibility when the primary contact person is not available.

B. After receipt of the FHWA/NMDOT findings and all of the supporting documentation, the SHPO will review NMDOT determinations of eligibility and effect, and provide written comments to the NMDOT within twenty-one (21) calendar days for projects other than exempted, or those qualifying for programmatic no historic properties affected determinations. NMDOT may ask for occasional emergency expedited reviews that will take less than twenty-one (21) days.

C. The SHPO shall contact the NMDOT as early as possible in the review process if circumstances prevent completion of a specific consultation within the agreed upon schedule. SHPO and the NMDOT shall develop a new schedule that accommodates the specific project complexity and situation.

IX Emergency Situations

A. FHWA shall address its historic preservation responsibilities in accordance with 36 CFR 800.12 emergencies and disasters involving immediate rescue and salvage operations conducted to preserve life or property such as necessitated by natural disaster or other catastrophic event.

B. When responding to a disaster or emergency declared by the President or governor, or to immediate threats to life or property, the FHWA will take emergency actions as needed for public safety, and will initiate consultation with the SHPO, ACHP, Native American tribal and local governments on potential effects to historic properties. Due to the emergency nature of the proposed undertakings, consultations will be expedited to 7 days.

C. Corrective measures initiated within 30 days after the disaster or emergency has been formally declared shall utilize the review process described in Section III, but with a shortened timeframe for participation by the SHPO, consulting parties, and the general public as time permits. Written notification of the emergency action being considered shall be provided to the SHPO, the legislative body of the Municipality and the Municipal Planning Commission. The notice shall be clearly and prominently marked as an emergency notification, and shall include a brief description of the significance of the resources involved, the nature and anticipated effect of the emergency action on the resource(s), and the anticipated timeframe available for comment.

D. Notification will be similarly provided to the general public in a box ad in a newspaper of general circulation in the area. NMDOT is encouraged to also communicate with consulting parties by telephone.
X. Discovery- If previously unidentified historic properties are discovered after NMDOT has completed its review under this Agreement, construction in the vicinity of the discovery will stop immediately. The project engineer or manager will immediately contact the NMDOT Cultural Resource Bureau Manager who will in turn contact the SHPO and any Indian tribe that may ascribe traditional cultural and religious significance to the discovered property. No further construction will proceed until the requirements of 36 CPR 800.13 have been satisfied. FHWA and NMDOT will consult with SHPO to record, document and evaluate National Register eligibility of the discovery and design a plan for avoiding or mitigating adverse effects on an eligible property.

B. In accordance with state laws that protect unmarked human burials, if human remains are discovered during construction, that portion of the project will stop immediately. The remains will be respectfully covered and the NMDOT Bureau Manager will immediately notify the FHWA and SHPO.

1. If the human remains are from federal or Indian lands and determined to be Native American, the FHWA and federal land manager or tribe of jurisdiction will consult with the proper tribal representatives per the Native American Graves Protection and Repatriation Act (NAGPRA, 25 USC 3001).

2. If the human remains are from state or private lands, the Cultural Properties Act (18-6-11.2) will apply and the NMDOT will immediately notify local law enforcement with jurisdiction and the Office of the Medical Investigator, and will follow the consultation process detailed in 4.10.11 NMAC for both Native American remains and non-Native American remains.

XII. Dispute Resolution - Should any party to this Agreement object in writing within 30 calendar days to any actions proposed pursuant to this agreement, FHWA, NMDOT, SHPO, and the objecting party shall consult to resolve the objection. If the objection cannot be resolved, FHWA /NMDOT shall forward all documentation relevant to the dispute to the ACHP and request comment from the ACHP pursuant to 36 CFR 800.6(b). Within thirty (30) working days after receipt of the pertinent documentation, the ACHP shall either: Provide the FHWA with recommendations to take into account in reaching a final decision regarding the dispute; or Notify the FHWA that the ACHP will comment in accordance with 36 CPR Section 800.7(c) and proceed to comment. Any ACHP comment provided in response to such a request will be taken into account by FHWA and NMDOT in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. The responsibility of NMDOT, FHWA, and HPD to carry out all actions under this agreement, other than those that are the subject of the dispute, will remain unchanged.

XIII. Amendment - Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider the amendment.

XIV. Right to Terminate- Any party to this Agreement may terminate it by providing thirty (30) calendar days written notice to the other parties, provided that the parties will consult during the period before termination to seek agreement on amendments or other action that would avoid termination. In the event of termination, the FHWA shall comply with 36 CPR 800 with regard to the individual undertakings covered by this Agreement.
XV. Duration: This Agreement will be in effect for five years from the date of execution and may be renewed for an additional five years upon written agreement by all signatories.
APPENDIX A Exempted Activities

The following types of undertakings are activities in which NMDOT routinely utilizes Federal Aid highway funds. These projects generally do not affect historic properties. They are limited to the activities specified, and are not part of a project within, or adjacent to, a historic property or historic district. These types of activities are exempt from the review procedures in Stipulation VI of the Agreement:

A. Planning studies, research studies, professional services, or other administrative projects that do not include any construction activity.

B. Pavement milling, overlay, chip seal, or rehabilitation on existing roads when the typical section is not increased to include new shoulders or travel lanes.

C. Chemical surfacing treatments applied to roads to protect or preserve existing pavement.

D. Installation of traffic signs, interpretive signs, traffic signals, traffic signal interconnect systems, or overhead lighting on existing roads.

E. Stockpiling road construction and pavement surfacing material at existing stockpile locations that are not located on historic properties included in or eligible for inclusion in the National Register of Historic Places.

F. Routine maintenance of existing roads, guardrail, drainage structures, drainage ditches, fences, and bridges that does not include changes in the alignment or typical section of the roadway or include changes in the location or extent of drainage structures and ditches.

G. Roadway striping, pavement marking, and vehicle monitoring equipment installation.

J. Safety projects at existing railroad crossings that do not involve new ground disturbance.

K. Landscape projects located within limits of construction areas described in previously completed consultations.
Execution and implementation of this Agreement evidences that the FHWA and NMDOT have outlined a procedure for completing its Section 106 responsibilities for all individual undertakings of the Federal-aid Highway Program in New Mexico.

J. Don Martinez 12/20/10
Division Administrator, date
Federal Highway Administration

Gary L. J. Giron 12/20/10
Secretary, Program Management Director date
New Mexico Dept. of Transportation

John M. Fowler 12/30/10
Executive Director date
Advisory Council on Historic Preservation

Jan V. Biella 12/29/2010
Interim New Mexico date
State Historic Preservation Officer
Concurring parties:

Governor
Pueblo of Sandia

Governor
date
Pueblo of Santa Clara

Governor
date
Ohkay Owinge

Governor
date
Pueblo of Taos
PROGRAMMATIC AGREEMENT 
CONCERNING BRIDGES OVER THE NATIONAL 
REGISTER ELIGIBLE 
NEW YORK STATE CANAL SYSTEM 

AMONG THE 
FEDERAL HIGHWAY ADMINISTRATION 
NEW YORK STATE DEPARTMENT OF TRANSPORTATION 
THE STATE HISTORIC PRESERVATION OFFICER 
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION 

WHEREAS, the Federal Highway Administration (FHWA) proposes to assist the New York State Department of Transportation (NYSDOT) in its plan to carry out improvements to the bridges on the New York State Canal System (Historic Canal System); and 

WHEREAS, the New York State Canal System, including the Erie, Champlain, Cayuga/Seneca, Oswego, Genesee, Chemung, Chenango, Black River and related private canals (i.e., Western Inland Navigation, Chenango Extension and Junction Canals) and feeder canals were determined by the New York State Historic Preservation Officer (NYSHPO) to be eligible to the National Register of Historic Places (NRHP) on November 29, 1993; and 

WHEREAS, the Old Champlain Canal is listed on the National Register of Historic Places (NRHP); and 

WHEREAS, the Secretary of the Interior, National Park Service determined that the New York State Canal System is nationally significant and defined the period of significance for the Historic Canal System from 1730 (the earliest excavation of an oxbow on the Mohawk River) to 1959 (the completion of the St. Lawrence Seaway); and 

WHEREAS, an inventory of all extant New York State canal bridges has been completed establishing the population of bridges on the Historic State Canal System; and 

WHEREAS, the FHWA, the NYSHPO and the NYSDOT evaluated the population of 412 bridges on the New York State Canal System using the following items, as well as the NRHP criteria: 

- Period of significance (1960 or earlier) 
- Type of bridge 
- The effect that the installation of the bridge had on the original canal prism 
- Previous determination by NYSHPO that the bridge does not contribute to the NRHP Canal System; and 

WHEREAS, the FHWA, the NYSHPO and the NYSDOT determined that 16 canal bridges are individually eligible to the National Register of Historic Places (NRHP) and 164 canal bridges are eligible as contributing components to the Historic Canal System (Appendix A). These 180 bridges will be referred to as historic. The remaining 232 bridges on the Historic Canal System do not contribute to the significance of the canal system and are not individually listed or eligible for listing on the National Register of Historic Places. (See Appendix A.1 for complete listing); and 

WHEREAS, the NYSDOT owns 318 bridges on the Historic Canal System of which 13 bridges are individually eligible and 121 contribute to the Historic Canal System; and.
WHEREAS, FHWA has determined that the NYSDOT’s canal bridge program may have an
effect on the Historic Canal System and has consulted with the NYSHPO and the Advisory
Council on Historic Preservation (Council) pursuant to Section 106 of the National Historic
Preservation Act (16 U.S.C. 470s) and determined, in accordance with 36 CFR Part 800.14,
that this Programmatic Agreement (Agreement) provides alternative procedures to
implement Section106 for the NYSDOT canal bridge program; and

WHEREAS, representatives from the NYSHPO, the NYSDOT Main Office Structures
Division, Environmental Analysis Bureau and Region 3, Design, Planning and Structures,
formed a Task Force that completed the background research and analysis to collectively
draft this Agreement and its Appendices; and

WHEREAS, the NYSDOT having participated in the consultation and is invited to concur in
this Agreement; and

WHEREAS, as a cooperating agency, the United States (US) Coast Guard has reviewed
the Agreement and endorses it, but does not feel it needs to be a signatory party to the
Agreement (Appendix E); and

WHEREAS, the public is afforded an opportunity to comment on NYSDOT canal bridge
projects through the NEPA process; and

NOW, THEREFORE, the FHWA, the Council, the NYSDOT and the NYSHPO agree that
the NYSDOT canal bridge program shall be administered in accordance to this Agreement
developed under the auspices of 36 CFR 800.14 with the following stipulations that satisfy
the FHWA's Section 106 responsibilities for the individual bridge undertakings.

STIPULATIONS

FHWA will insure that the following measures are carried out:

1. Purpose

This Agreement sets forth the process that shall be followed by the NYSDOT to
assist the FHWA to meet its responsibility under Section 106 and Section 110(f) of
the National Historic Preservation Act (NHPA) for undertakings on canal bridges for
Federal Aid Highway projects. To maintain the integrity of the Historic Canal System
while ensuring the safe functioning of the transportation network, the NYSDOT shall
institute bridge maintenance procedures as outlined in Historic Canal Bridge
Treatment Hierarchy (Appendix C) and shall be committed to progressing bridge
rehabilitation projects to extend the "life" of the canal bridges. Only when it becomes
not feasible and prudent to retain the existing canal bridge shall bridge replacement
projects be progressed.

2. Applicability.

This Agreement shall apply to all the NYSDOT owned bridges and shall be followed
by the NYSDOT in progressing canal bridge projects on the Historic Canal System.

3. Responsibility of FHWA and NYSDOT

In compliance with its responsibilities under National Historic Preservation Act and as
a condition of its award of any assistance for canal bridge projects, the FHWA shall
require the NYSDOT to carry out this Agreement.

The NYSDOT shall progress canal bridge undertakings in accordance with this
Agreement to preserve the integrity on the Historic Canal System. The Flow Chart for
Decision Making on NYSDOT Canal Bridge Projects, (Appendix B) shall be applied
to NYSDOT canal bridge projects using the Historic Canal Bridge Treatment
Hierarchy (Appendix C) as guidance to achieve the highest degree of preservation
possible while insuring public safety. The NYSDOT shall only apply the New Canal
Bridge Hierarchy (Appendix D) when they have thoroughly studied the alternatives in
Appendix C and concluded that it is not feasible or prudent to retain the existing bridge.

4. Relevant Guidelines, Standards and Regulations
- Secretary of Interior's Standards for the Treatments of Historic Properties (1992)
- 36 CFR Part 800: Protection of Historic Properties (June 17, 1999)
- Recommended Approaches for Consultation on Recovery of Significant Information from Archaeological Sites (June 17, 1999)
- New York State Education Department Cultural Resources Survey Program Work Scope Specifications for Cultural Resource Investigations on New York State Department of Transportation Projects (January 1998)
- New York State Department of Transportation Cultural Resource Screening Program (Draft) (January 1999)

5. Alternatives Listed in Appendix C and D that Avoid Adversely Affecting the Historic Canal Bridges and the Historic Canal System

The NYSDOT, FHWA and NYSHPO agree that the following alternatives normally shall not adversely affect the Historic Canal System provided other National Register listed or eligible properties or districts in the project area are not adversely affected by the proposed project. (See Stipulations # 11 & 12 of this Agreement.) The alternatives are ordered by degree of change to a canal bridge beginning with those that are beneficial (maintenance) and proceeding through those alternatives that have increasing degrees of effect to the Historic Canal System:

- Maintenance (Appendix C. I)
- In-situ Rehabilitation, (Appendix C. II.A.B. & C)
- Minor Widening of Existing Bridge (Appendix C.II.E)
- In-situ Sale or Transfer Ownership with Covenant to retain bridge's integrity (Appendix C.II.D)
- Relocation on Historic Canal System (Appendix C.III.)
- Sale or Transfer Ownership with Covenant and Move Bridge to a New Location on Historic Canal System (C.III.C)
- Reuse of the Bridge Elements (railings, rail posts, etc.) from a Historic Canal Bridge on New Canal Bridge (Appendix D.I.A.)
- Replacement with a New Truss Bridge (Replaced Bridge is not Individually Eligible.) (Appendix D.I.B)
- New Bridge Replacing Non-Historic Bridge On-Site (D.II)

6. Evaluation of Alternatives

The NYSDOT shall thoroughly evaluate the alternatives in Stipulation 5 that avoid adversely affecting historic canal bridges and the Historic Canal System by applying the Historic Canal Bridge Treatment Hierarchy (Appendix C) and New Canal Bridge Hierarchy (Appendix D). Since Appendix C and D are hierarchies, the NYSDOT shall proceed in order through the alternatives and will justify dismissing each alternative before moving on to the next listed alternative. Each alternative must be fully evaluated and only dismissed if it fails to meet any one of the following criteria.

A. Technical Factors
- Corridor Traffic Capacity
• Structural condition and capacity
• Vehicle Loads
• Geometric safety
• Updated Design and Construction Standards

**B. Vulnerabilities**
During the scoping phase of any bridge project, a determination of the bridges vulnerability to failure from any of the following mechanisms must be made:

• Hydraulics
• Overloads
• Seismic Forces
• Collision (motor vehicle and navigational traffic)
• Steel Details
• Concrete Details

This evaluation is mandated by the Graber Law, Chapter 781, S9097-A) and should be done using the NYSDOT Vulnerability Assessment Procedures.

If a canal bridge has a Vulnerability Rating of three (3) or less for any of the above listed vulnerabilities, the project development process must address this vulnerability. However, the NYSDOT may choose not to correct a particular vulnerability during a project if correction would significantly alter the intended scope of the project and if the integrity of the structure and the safety of the public are not determined to be jeopardized. Using sound and documented engineering judgment, the NYSDOT can choose to design a retrofit or repair that would still address the vulnerability (although not up to current design standards) and maintain the existing character of the bridge. Some examples of this type of work are:

• The installation of sheet piling around the existing substructure, driven to a depth sufficient to address scour concerns.
• The installation of vertical clearance constraints to support a weight restriction or load posting of a bridge. If the future use of the bridge is to be limited to bicycles and pedestrians, physical constraints can be placed on the bridge to prevent its use by motor vehicles.
• The addition of restraint features or new bearings to address seismic concerns.
• The addition of impact attenuators, barriers or cofferdam type fender systems to redirect or lessen impact damage.
• The correction of unacceptable weld details with bolted cover plates.
• The use of concrete repair procedures such as jacketing and pressure grouting, to correct concrete problems.

**C. Terrain**
Relocation may be dismissed if the canal bridge is located at the only feasible site.

**D. Adverse Social, Economic or Environmental Impacts**
Adverse social, economic or environmental impacts may dismiss the relocation alternative.

**E. Engineering and Economy**
An alternative may be dismissed if cost and engineering needs reach unrealistic magnitude.
F. No Maintenance Agreement
If a Covenant cannot be negotiated, the alternative to sell or transfer an historic canal bridge will have an adverse effect on the Historic Canal System.

7. Documentation
The decision making process shall be documented in a report entitled Project Section 106 Record. The Project Section 106 Record shall specify how each step of Appendices B, C and D (if applicable) was addressed. This record shall be included in the project approval document and provided concurrently to the FHWA and the NYSHPO.

8. Consultation
In accordance with Appendix B, the NYSDOT shall provide the NYSHPO with the Initial Project Proposal (IPP) when a canal bridge project is initiated and will notify the NYSHPO if the NYSDOT is considering canal bridge removal/replacement. The FHWA and the NYSDOT may request the NYSHPO review on a proposed project at any time during project development. The NYSHPO may also request project information at any time during project development. The NYSHPO comments shall be addressed in the Project Section 106 Record. The NYSDOT shall provide the NYSHPO with the project approval document that contains the Project Section 106 Record during preliminary design prior to design approval to document the decision making process for canal bridge projects. Compliance with Section 106 is complete unless the NYSHPO objects within 45 days of receipt of the project approval document. If the NYSHPO objects, consultation shall proceed in accordance with Stipulation #17 of this Agreement.

Copies of the design approval document shall be provided for review to the consulting parties. It also will be available for public review as part of the NEPA process. Any questions or objections shall be addressed by the NYSDOT in consultation with the FHWA and the NYSHPO in accordance with this Agreement.

9. Adverse Effect
When the NYSDOT concludes and adequately documents to the FHWA and the NYSHPO that retaining the existing individually NRHP eligible canal bridge is not feasible, the proposed bridge removal/ replacement shall have an adverse effect to be mitigated in accordance with Stipulation 10.

10. Mitigation
   • Historic American Engineering Record (HAER) Documentation
     NYSDOT shall prepare the following HAER documentation on the historic bridges on the Historic Canal System. The documentation shall be submitted to the NYSHPO for review and acceptance. The documentation shall be finalized before any construction commences. Copies of the accepted documentation shall be provided to the New York State Archives, local repository (public library, museum, historical society) and the New York State Canal Museum, Syracuse, New York.
     • NRHP Individually Eligible Canal Bridges (Appendix A) NYSDOT shall prepare Level I HAER documentation. The NYSDOT will consult with the National Park Service on submission of the documentation to the HAER Collection in the Library of Congress.
     • Contributing Canal Bridges (Appendix A) The NYSDOT shall prepare Level III HAER Documentation but also include photographs of select existing drawings of the bridge.
     • All Other Canal Bridges HAER documentation shall not be prepared for non-historic bridges on the Historic Canal System.
Design of New Bridges

New bridge design, in accordance with Appendix D, that includes innovative modern and signature designs, shall be developed by NYSDOT in consultation with the FHWA and the NYSHPO and used as replacement bridges as mitigation.

11. **Identification, Evaluation and Treatment of Archeological Sites.**

In accordance with the screening and surveying process currently in effect for the NYSDOT projects, the FHWA and the NYSDOT shall identify any NRHP listed and eligible archaeological sites in the area of potential effect for the proposed canal bridge project. The NYSDOT shall consult with the NYSHPO, and Indian Tribe(s) that may attach religious or cultural significance to the site to explore avoidance alternatives. If avoidance is not feasible, and the NYSHPO, the NYSDOT and the FHWA find that the archaeological site is only important for its information, and no Indian Tribe finds the site important for cultural or religious reasons, a data recovery plan shall be developed and provided to the NYSHPO for review and acceptance. The NYSDOT shall insure that a public outreach plan is included in the data recovery proposal and carried out under this Agreement. The data recovery report shall be reviewed and accepted by NYSHPO and copies of the accepted data recovery report shall be provided to the New York State Archives and a local repository.

12. **Identification, Evaluation and Treatment of Buildings/Districts in the Project Area**

NYSDOT shall use the surveying and screening procedures referenced in Stipulation 4.D and E on the NYSDOT canal bridge projects to identify the NRHP listed and eligible buildings, objects, or districts in the area of potential effect of a proposed canal bridge project. The NYSDOT shall explore avoidance of any NRHP listed or eligible building, object or district. If avoidance is not feasible, the NYSDOT and the FHWA shall consult with the NYSHPO. If an adverse effect on these resources cannot be avoided, the project shall be progressed in accordance with 36 CFR Part 800.6.

13. **Non-NYSDOT Owned Canal Bridges**

While this Agreement does not apply to the non-NYSDOT owned bridges, the NYSDOT and the FHWA agree that this Agreement shall be made available to the non-NYSDOT canal bridge owners (Appendix A) to help them expedite their compliance responsibilities to Section 106 of the National Historic Preservation Act.

14. **Quality Assurance**

During the first year of this Agreement, any party to this Agreement may request an evaluation of its effectiveness and amend as appropriate in accordance with Stipulation 15. Yearly evaluation will occur after the first year of implementation.

15. **Amending the Programmatic Agreement**

Any party to this Agreement may request that it be amended, whereupon the parties to this Agreement shall consult to consider such amendment in accordance with 36 CFR 800.

16. **Public Participation**

The NYSDOT and the FHWA shall provide project information on project effect on the Historic Canal System and its historic bridges or other NRHP listed or eligible properties to consulting parties, Indian Tribes that attach religious or cultural significance to a resource and other interested parties. The NYSDOT shall solicit public input during its normal project development process under the National Environmental Policy Act. If at any time during the implementation of the measures contained in this Agreement, an objection to any such measure or its manner of implementation is raised by the public, as that term is defined in 36 CFR 800.2 (d), the FHWA and the NYSDOT shall consult with the objecting party, the NYSHPO, and
as needed, the Council to resolve the objection. An objection by the public, however, does not require the NYSDOT or the FHWA to suspend action on an undertaking.

17. Dispute Resolution

Should any signatory to this agreement object within 45 days to any documents or plans provided for review or any actions proposed pursuant to this agreement, the NYSDOT and the FHWA shall consult with the party to resolve the disagreement. If the consulting parties fail to reach agreement, the FHWA shall comply with subpart B of 36 CFR 800.

18. Termination

If any signatory determines that the terms of this Agreement cannot be carried out, the signatories shall consult to seek amendment of the Agreement. If the Agreement is not amended, any signatory may terminate it. In accordance with Subpart C 800.14(b) if the Agreement is terminated, the FHWA shall comply with subpart B of 36 CFR Part 800 for progressing individual projects under this Agreement.

Execution and implementation of this Programmatic Agreement evidences that the FHWA has satisfied its Section 106 responsibilities for all individual undertakings of the program.

FEDERAL HIGHWAY ADMINISTRATION

By:

A. GRAHAM BAILEY
DIVISION ADMINISTRATOR

Date: _________________

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

By:

PAUL T. WELLS
ASSISTANT COMMISSIONER & CHIEF ENGINEER

Date: _________________

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

By:

J. WINTHROP ALDRICH
STATE HISTORIC PRESERVATION OFFICE

Date: _________________

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

J.M. FOWLER
EXECUTIVE DIRECTOR

Date: _________________
### APPENDIX A

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### ABBREVIATIONS:

Reg = Region  
DOT = Department of Transportation  
RR = Railroad  
TA = New York State Thruway Authority (Canal Corporation)  
Co = County  
Contri = Contributes to the Historic Canal System  
Elig = Individually eligible to the National Register of Historic Places  
Authority = Municipality or County Utility Authorities

### CRITERIA USED FOR EVALUATING CANAL BRIDGES

- **A** = Built after period of significance (1960+)
- **B** = Built during period of significance (pre-1960) but bridge was modified and lost integrity
- **C** = Built during period of significance but type is non-contributing
- **D** = Non-contributing Railroad Bridge
- **E** = Previous determination

### APPENDIX B.1.

**IMPLEMENTING THE FLOW CHART FOR DECISION MAKING ON NYSDOT CANAL BRIDGES**

The process depicted in the Flow Chart for Decision Making on NYSDOT Canal Bridges Projects will be used to make life cycle and project specific decisions. Decisions will be documented in the Project Section 106 Record, explaining the considerations involved in each of the decisions.

**Box**

1. Start

2. **Transportation Vehicular Need** has both quantitative vehicle aspects and qualitative economic development and community sensitive aspects. Some of the interrelated factors are:
   - **Functional Classification**
     - Relates to a highway's role in the transportation system as a whole. The first two categories usually carry touring route designations, and are generally owned by the State.
     - **Interstate highways** primarily provide for long distance movement of people and goods, as the name implies, between states
• Arterial highways are the next level in the system, and provide for inter-
regional and inter-city travel. By nature they cross county boundaries.
• Collector roads and streets provide access to the arterial system. They
may or may not have touring route designations, and could be owned
by either the State or a county.
• Local roads and streets provide access to individual land uses. They
are generally in town or county ownership, and seldom carry a touring
route number.

• Volume
Volume of people and goods using a particular transportation facility are also
a good indicator of its usefulness. Volumes tend to parallel the functional
classes (higher volumes on the higher functional classes).

• Availability of Suitable Detour
Detour considerations also parallel the functional classes, and the traffic
volumes. The highest volumes are generally on the highest functional classes.
This combination of expected function and volume makes detours away from
these facilities unreasonable. Conversely, detouring low volumes on local
roads generally has little impact.

The qualitative nature of "needs" obviously varies with different perspectives.
NYSDOT's responsibilities are prioritized from the Interstates down to their
few collectors. County needs are prioritized from their few arterials to the
collectors and down to their few local roads. Local needs are priorities from
their few collectors to mostly local roads. What appears to be a low priority
need from the State perspective, may be high priority need from a local
perspective. This is the rationale behind the "partnering" loop on the flow
chart. (#12).

If there is a Transportation Need identified, go to Box 3. If not, go to Box 13.

3. Historic Significance - Is the structure listed in Appendix A as a NRHP individually
eligible or contributing bridge? If yes go to Box 4, if not go to Box 7.

4. If the structure is important to the Statewide Transportation System, the NYSDOT
will develop and pursue a capital project with regular transportation funds at the
appropriate time. Go to Box 5. If the structure is not important to the statewide
transportation system go to Box 11.

5. Rehabilitation will be the first alternative considered in the Scoping Phase after a
project is added to the NYSDOT capital project program, as per the Appendix C,
Historic Canal Bridge Treatment Hierarchy. Go to Box 9 if rehabilitation is not a
reasonable option. If a rehabilitation project is not imminent, a Historic Bridge
Preventative Maintenance Plan should be developed. Go to box 14. (Explanation of
Box 14 is provided below in Item 14.)

6. A rehabilitation project is being progressed leading to Box 18, the end of this
process.

7. There is a transportation need, and the structure is not identified on Appendix A as
an historic structure. Determine if rehabilitation is possible. Proceed to Box 8 if
rehabilitation is feasible or Box 9 if rehabilitation is not feasible and a replacement
8. If rehabilitation is to be progressed, proceed to Box 18, the end of the process.

9. Rehabilitation is not feasible, and a replacement project will be progressed. The resulting project will be progressed in accordance with Appendix D, *The New Canal Bridge Hierarchy*. Go to Box 10.

10. The replacement project leads to Box 18, the end of the process.

11. If the structure serves a need that is important to other than the NYSDOT, progressing a project is dependent on the ability to formalize a partnership (Box 12) before a project is progressed. Go to Box 12.

12. With a satisfactory partnership in place, a project can be pursued. Go to Box 5. Absent that partnership, the NYSDOT will fulfill its ownership responsibilities through a *Historic Bridge Preventative Maintenance Program*. Go to Box 14.

13. Historic Significance (NRHP) is considered in Box 13 for bridges with no identified transportation need. If the bridge is listed on Appendix A as NRHP Individually eligible or contributing but no longer meets a transportation need, go to Box 14. If the bridge is not listed on Appendix A, go to Box 17.

14. This box introduces the *Historic Bridge Preventive Maintenance Program* as defined in Appendix C.I. In the case of an historic bridge that will remain a part of the transportation system, the *Historic Bridge Preventative Maintenance Program* should consist of the actions described in Appendix C. I. A.1-3. It may even be appropriate to enhance the normal cyclical maintenance by shortening the intervals. Since there is no identified transportation need for this bridge, explore divestiture. Go to Box 15.

15. NYSDOT will advertise the availability of the historic canal bridge in accordance with Appendix C.II.D. and explore with potential new owners alternative uses for the bridge (C.II.C.). If NYSDOT is not successful in marketing the bridge or finding a new use then the *Historic Bridge Preventative Maintenance Program* (Box 14) will involve only the activities in Appendix C.I.A to forestall deterioration. When safety concerns dictate closure to vehicles, appropriate cyclical maintenance will continue to protect the historic resource commensurate with the NYSDOT's legal responsibility until demolition. (Box 17). If marketing is successful proceed to Box 16.

16. Ownership is transferred after a protective Covenant is executed with the new owner. (Model of a Covenant is provided in the Environmental Procedure Manual (EPM) 2.F1.B, page 30).

17. Demolition occurs when safety dictates.

18. End of process.

**APPENDIX C**

**HISTORIC CANAL BRIDGE TREATMENT HIERARCHY**

Appendix C begins with the Historic Bridge Preventative Maintenance Program (C.I). This Program applies to the NYSDOT owned historic bridges on the Historic Canal System as
long as the bridge remains in state ownership. The remaining Items in Appendix C (II-V) are presented in priority order, most to least preferred. In planning any canal bridge project, the feasibility of each option should be explored, starting with the first treatment and proceeding through the hierarchy systematically until the "optimum" treatment is found. An optimum treatment is defined as one which is technically feasible; meets the most important program goals of the FHWA, NYSDOT, SHPO and the community; is cost effective and achieves the highest degree of preservation as defined under the treatment hierarchy without compromising the safety of the general public.

I. MAINTENANCE OF HISTORIC CANAL BRIDGES

The ultimate solution to preserving canal bridges that are historic is through a well conceived and aggressive maintenance program. Based on the condition of the bridge, the following treatments are proposed:

A. In-Service Historic Canal Bridges

- **Cyclical Actions** (appropriate cycle)
  An action plan aimed at reducing the rate of deterioration of critical bridge elements should be developed. This action plan will undertake at appropriate cyclic intervals, the following maintenance treatments:
  - Bridge cleaning (yearly)
  - Sealing cracks in the wearing surface (4 yrs)
  - Sealing the concrete deck (4 yrs)
  - Replacing the asphalt wearing surface (12 yrs)
  - Lubricating bearings (4 yrs)
  - Sealing concrete substructures (6 yrs)
  - Painting bridge steel (12 yrs)

  These are only recommended durations. The conditions of each bridge may warrant longer or shorter time intervals.

- **Non-intrusive Actions to Enhance Safety**
  These are actions that enhance a bridge's serviceability by better aligning a facility's (highway/bridge) operational characteristics with the structure's performance capabilities.
  - Improve or add guide rail to bridge rail transitions.
  - Post for load, vertical clearance or width restrictions, or post for reduced speed.
  - Signalize to facilitate one-way operation.

- **Corrective Repairs**
  These repairs will address localized bridge inadequacies in order to enhance the structure's serviceable life, but do not change major characteristics of the bridge. These types of repairs can impact critical bridge elements such as the bridge deck or even primary supporting members, but will minimally affect the general appearance of the structure or its functional tendencies.
  - Deck repair/replacement
  - Primary member repair/replacement
  - Substructure repair
  - Bearing repair/replacement
  - Joint repair/replacement
  - Railing repair/retrofit
B. Closed Bridges

If the canal bridge is historic, the following procedures will be undertaken:

◦ Document according to HAER standards at appropriate level.
◦ Market by advertising availability of the bridge for alternative use.
◦ Establish a preventive maintenance and condition monitoring program to retain the existing historic integrity of the structure. The maintenance and monitoring programs will be maintained for as long as the structure retains integrity and is structurally self supporting. The normal practice of terminating these programs after five years of closure will not be followed.

Preventive Maintenance will include the following actions:

• Periodic washing-initiated immediately and repeated as needed
• Spot painting
• Removal of unstable concrete
• Minor deck repairs
• Lubrication of bearings
• Lubrication of I-bar connections, turnbuckles, etc;
• Cleaning and clearing existing drainage troughs, scuppers and open joints of debris and dirt

II. OPTIONS FOR RETENTION AT ORIGINAL SITE

◦ In-Situ Rehabilitation for Vehicular Use
  ◦ For reduced/minimum loading
  ◦ For original design load
  ◦ For upgraded design load

◦ In-Situ Rehabilitation for Another Transportation Use
  ◦ Convert train to auto
  ◦ Bicycle bridge as part of bicycle trail
  ◦ Pedestrians use
  ◦ Pedestrian use in conjunction with new crossing nearby

◦ In-situ Rehabilitation for Non-Transportation Use
  (Such as open-air market, performing arts space, picnic area, recreation, etc.)

◦ Sell or Transfer Ownership With Covenant

◦ Widen Existing Bridge
  ◦ Minor widening of the existing bridge
  ◦ For thru-girders or truss bridges, the existing sidewalk located on the internal area of the bridge would be replaced with a new cantilevered sidewalk on the outside of the bridge.
  ◦ Retain existing bridge and address need for additional corridor by twinning with a relocated historic bridge or a new structure.

http://environment.fhwa.dot.gov/strmlng/ny_pa.asp
III. NEW SITE ON CANAL

- Rehabilitate and Relocate Existing Bridge to New Crossing on Historic Canal System.
  Follow the steps in II above.

- Rehabilitate and Relocate Existing Bridge to Twin with Another Bridge.
  Follow the steps in II above.

- Sale or Transfer with Covenant to new location on the Historic Canal System.

IV. SALVAGE OF BRIDGE ELEMENTS

- Salvage and store in whole or in part functional load carrying elements (i.e. trusses, girders, etc.) to reuse as load carrying elements in a rehabilitation or twining project. The extent of the salvage project will depend upon the condition of the existing bridge.

- Salvage and store decorative elements such as railing, posts, crests, end portals, etc. to be used in a bridge rehabilitation project.

- Salvage and store substructure components such as limestone blocks for possible reuse elsewhere on the canal.

V. REMOVE BRIDGE FROM CANAL

- Offer Bridge for Sale or Transfer.
- Disassemble and Store for Possible Reuse.
- Demolish.

APPENDIX D

NEW CANAL BRIDGE HIERARCHY

New bridges on the Historic Canal System should be designed to be compatible with the design, setting, feeling, materials and association of the canal. Because the canal passes through very urban locations as well as very rural settings, and as the canal itself changes character many times throughout its length, no one standard bridge design is appropriate for all locations.

Towpath: The towpath does not exist along the entire length of the Historic Canal System, and in some places existing piers and abutments already separate the towpath from the canal. New bridges, whether on existing alignments or new, must take into account the historic towpath where it exists. The historic and functional relationship of the towpath to the canal is that of an unobstructed adjacency, allowing horse/mule drawn ropes to tow the boats. Where this functional relationship exists it shall be maintained in the placement of new piers and abutments.

Sidewalks: If replacing an existing canal bridge that has a sidewalk, consider providing this feature on the new structure. Bridges having two sidewalks need only consider the replacement of a single sidewalk, unless the site conditions justify two sidewalks. On truss bridges consideration should be given to placing the sidewalk...
outside of the truss whenever feasible. This feature allows the pedestrian a direct recreational experience with the canal.

I. NEW BRIDGES REPLACING HISTORIC BRIDGES

◦ Use of Salvaged Components from Historic Canal Bridges (As Noted in Appendix C. IV)
  ◦ Use salvaged components on a new superstructure on an existing sub-structure.
  ◦ Use salvaged components on new bridge on a new sub-structure that matches the appearance of the existing sub-structure that is being replaced (cast-in-place concrete with form liners to replicate cut stone, etc.).
  ◦ Use salvaged components on new bridge on a new substructure that incorporates details (i.e. decorative, ornamental panels depicting scenes of canal history on exposed concrete surfaces, etc.) that enrich the traveling experience of the recreational boating public on the canal.

◦ New Truss Bridge Utilizing New Truss Configuration
  ◦ New sub-structure that uses materials and detailing that match the appearance of the historic substructure being replaced (cast-in-place concrete, cast stone to look like cut stone.)
  ◦ New sub-structure of contemporary design that incorporates elements and details (i.e. decorative, ornamental panels, etc.) that will enrich the traveling experience of the recreational boating public on the canal.

◦ New Concrete Bridge
  ◦ For bridges on canal feeders and canal lock impoundment channels
    ◦ Reuse and/or replicate the existing railings, pylon, and light standards.
    ◦ Use fascia treatments for the exposed areas of the concrete portions of the superstructure and substructure.
  ◦ Replicate appearance of an existing concrete arched canal bridge.

◦ New Multi-Girder Bridge
  ◦ Reuse or replicate bridge elements (railings, light fixtures, girder details).
  ◦ Use new compatible bridge elements such as Texas concrete bridge railing.
  ◦ Use existing sub-structure.
  ◦ New sub-structure that uses materials and details that match the appearance of the historic sub-structure being replaced (cast-in-place concrete with form liners to replicate cut stone, etc.).
  ◦ New sub-structure of contemporary design that incorporates elements and details (i.e. decorative, ornamental panels, etc.) that enrich the traveling experience of the recreational boating public on the canal.

II. NEW BRIDGES REPLACING NON-HISTORIC BRIDGES
In-kind Replacement
(i.e. multi-girder to multi-girder)

Replacement with a New "Modern" Design That is Compatible with the Canal and its Setting.

Replacement with a New "Signature" Design that Continues the Tradition of Engineering Innovation Associated with the Historic Canal System.

*For B. and C. above DOT Shall Continue to Consult with SHPO to Assure that "Modern" and "Signature" Bridges are Compatible with the Canal.*

III. NEW BRIDGES AT NEW CROSSINGS

A Traditional Design Found Elsewhere Along the Canal in Similar Settings.

A New "Modern" Design that is Compatible with the Canal and its Setting.

A New "Signature" Design that Continues the Tradition of Engineering Innovation Associated with the Historic Canal System.

*For B. and C. above DOT Shall Continue to Consult with SHPO to Assure that "Modern" and "Signature" Bridges are Compatible with the Canal.*

For questions or feedback on this subject, please contact Tricia Harr at 202-366-9214. For general questions or web problems, please send feedback to the web administrator.
PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE VERMONT AGENCY OF TRANSPORTATION,
THE VERMONT STATE HISTORIC PRESERVATION OFFICER,
THE VERMONT AGENCY OF NATURAL RESOURCES, AND
THE VERMONT AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT
REGARDING IMPLEMENTATION OF A PROGRAM FOR PROJECTS
INVOLVING HISTORIC BRIDGES

July 7, 1998

WHEREAS, Vermont's historic bridges are resources of distinct value to the state, providing economic, aesthetic, educational, and transportation benefits that justify the preservation of meaningful collections of these bridges; and

WHEREAS, in order to preserve these historic bridges, the Federal Highway Administration (FHWA), Vermont Agency of Transportation (VAOT), the Vermont State Historic Preservation Officer (VSHPO), the Vermont Agency of Natural Resources (VANR) and the Vermont Agency of Commerce and Community Development desire to implement the Vermont Historic Bridge Program attached hereto as Appendix A, and to employ available state and federal funds in such a manner that the maximum benefit possible accrues to the people of Vermont as a whole; and

WHEREAS, FHWA, VAOT, and VSHPO have conducted a survey of the state's historic metal truss, masonry arch, and concrete arch bridges, have developed a comprehensive study of the state's historic metal truss bridges, and have reached an agreement regarding preservation alternatives for these truss bridges, which agreement is titled Historic Metal Truss Bridge Preservation Plan and is attached hereto as Appendix B; and

WHEREAS, FHWA, VAOT, and VSHPO have conducted a comprehensive study of the state's covered bridges, have listed these bridges on the National Register of Historic Places, and will be
developing an Historic Covered Bridge Preservation Plan; and

WHEREAS, FHWA and VAOT have provided funding through the Intermodal Surface Transportation Efficiency Act (ISTEA) for a book about Vermont's historic highway bridges; and

WHEREAS, FHWA and VAOT have determined that the Vermont Historic Bridge Program will have an effect upon properties included in or-eligible for inclusion in the National Register of Historic Places, and have consulted with the Advisory Council on Historic Preservation (Council) and VSHPO pursuant to Section 800.13 of the regulations (36 CFR Part 800.) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

NOW, THEREFORE, FHWA, the Council, VAOT, VSHPO, and VANR agree that the Program shall be administered in accordance with the stipulations contained in this Programmatic Agreement (this Agreement) to satisfy FHWA's responsibilities under Section 106 of the National Historic Preservation Act of 1966, as amended.

Stipulations

FHWA and VAOT will ensure that the following measures and programs will be carried out:

1. Vermont Historic Bridge Program. Execution of this Agreement hereby establishes the Vermont Historic Bridge Program (the Program). FHWA and VAOT will implement the Program and its various components as described on the attached Appendix A, and sponsor any legislation, state or federal, necessary to establish the Program and its several parts.

2. Historic Bridge Preservation Plans. FHWA and VAOT will undertake to complete historic bridge preservation plans, to be developed according to bridge type in consultation with VSHPO and to be complete upon execution by FHWA, VAOT and VSHPO. These plans will be similar to the Historic Metal Truss Bridge Preservation Plan attached hereto as Appendix B and will be developed for
Covered Bridges, Masonry Arch Bridges, and Concrete Arch Bridges. Data necessary to establish a preservation plan for the state's covered bridges is currently available, and FHWA and VAOT will undertake to complete that plan within twenty-four months from the date this agreement is executed.

3. Eligibility of Bridges for the Vermont Historic Bridge Program. All historic bridges eligible for, or listed on, the National Register of Historic Places and identified by an historic bridge preservation plan are automatically eligible for inclusion in the Program. VAOT will prepare nominations to the National Register of Historic Places for all bridges ultimately placed in the Program and not already listed on the National Register.

4. Enrollment of State-Owned Bridges in the Vermont Historic Bridge Program. As each historic bridge preservation plan is completed, VAOT will enroll all state-owned bridges identified in said plan into the Program. Enrollment will occur automatically upon execution of the historic bridge preservation plan.

5. Enrollment of Town-Owned Historic Bridges in the Vermont Historic Bridge Program. As each historic bridge preservation plan is completed, VAOT and VSHPO will jointly undertake to persuade towns to enroll all town-owned bridges identified in said plan into the Program. Enrollment will occur when the governing bodies of any towns, cities, or villages execute a document titled "Vermont Historic Bridge Program Participation Agreement" and convey an easement document titled "Historic Bridge Preservation Easement" to VAOT. Sample copies of both documents are attached hereto as Appendices C and D.

All parties to this document agree that the preservation alternatives identified by the Historic Metal Truss Bridge Preservation Plan, or by any other historic bridge preservation plans established pursuant to Paragraph 2 herein, are feasible and prudent in terms of structural capacity, geometric dimension, and cost as of the date of this agreement. If any changes in circumstances cause any party to this agreement or any bridge owner to question the feasibility or prudence of these preservation alternatives, the parties shall resolve that question according to the procedures described in Paragraph 10 herein.
For its part, VSHPO recognizes that the ability of FHWA and VAOT to dictate the preservation of town-owned historic bridges is limited to:

(a). Withholding federal funding for the replacement of historic bridges when rehabilitation for continued highway use, limited or otherwise, is a feasible and prudent alternative.

(b). Actively soliciting historic bridge participation agreements and bridge preservation easements from all towns, cities and villages owning historic bridges that are eligible for inclusion in the Program;

(c). Funding all rehabilitation costs for historic bridges owned by towns that have executed historic bridge participation agreements and historic bridge preservation easements.

(d) Developing financial incentives for maintenance of historic bridges owned by towns that have executed historic bridge program participation agreements and historic bridge preservation easements, and sponsoring legislation required to implement these financial incentives.

(e) Developing with VSHPO, in mutual collaboration and responsibility for the product and its results, an education program for town officials, regional planning commissions, government employees, and the public regarding the importance of historic bridges and the need for appropriate and consistent maintenance.

(f) Sponsoring legislation required to implement the Program, specifically authorizing VAOT to provide the required funding for bridge rehabilitation and maintenance, and also authorizing VAOT to accept historic bridge preservation easements and town participation agreements.
6. Maintenance Schedule and Funding. Within twelve months from the date of execution of this agreement, VAOT will establish a bridge maintenance schedule and program for each historic bridge included in the Program. VAOT will fund maintenance costs for all town-owned bridges that have been enrolled in the Program and that remain in highway use. Periodically, VAOT will remove spot rust, will apply suitable primer and paint, and will coat steel at bearing points and joints with grease. Towns will be required to furnish the equivalent of matching funds by conducting the following tasks, as appropriate for specific bridge types:

a. Cleaning bridge components with water or compressed air and removing large deposits of debris with hand tools.
b. Keeping drainage areas free of debris and channelling deck drains and approach run-off away from bridge elements below.
c. Removing all small trees and shrubs growing in, on, or near substructure units or under the bridge.
d. Removing any debris that accumulates in the channel beneath the structure.
e. Maintaining Proper load posting and advance warning signs and keeping all signs visible.
f. Maintaining smooth transition between approach roadway and bridge deck, maintaining a straight and continuous rail, and repairing minor damage caused by accidents.

VAOT will develop a mechanism to assure performance of these scheduled maintenance tasks. Failure on the part of towns to conduct proper maintenance will result in a reduction of the amount, pursuant to Paragraph 7 herein, that VAOT will pay to towns for rehabilitation or restoration of town-owned highway bridges enrolled in the program from 100% of all costs to 95% of all costs.

Bridges identified by the Historic Metal Truss Bridge Preservation Plan or by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, as having exceptional historic significance will be given priority, other factors being equal, in establishing the maintenance schedule.

7. Rehabilitation and Restoration Schedule. Within twelve months from the date of execution of this agreement, VAOT will establish a bridge rehabilitation or restoration schedule for
each historic bridge included in the Program, with separate schedules for bridges that will remain in highway use and bridges that are placed in adaptive use. The schedule will be reviewed annually for those historic bridges that will remain in highway use, and every five years for bridges placed in adaptive use. All work will be conducted according to that schedule. Bridges identified by the Historic Metal Truss Bridge Preservation Plan, or by any other historic bridge preservation plan established pursuant to Paragraph 2, herein, as having exceptional historic significance will be given priority, all other factors being equal, in establishing that schedule.

As part of this program, VAOT will pay all costs for rehabilitation or restoration of town owned bridges that will remain in highway use, provided towns conduct the maintenance tasks identified in Paragraph 6 herein. In the event that towns fail to conduct these maintenance tasks, VAOT will pay 95% of all costs for rehabilitation or restoration. Eligibility for funding to pay for the costs of rehabilitating or restoring bridges adapted to alternative transportation uses will be evaluated according to policies established by the Adaptive Use Program, as described in Paragraph 8, herein, and Part 6 of the Program.

8. Adaptive Use Program. VAOT will make annual appropriations to the Adaptive Use Program to fund the restoration, relocation (if required), and adaptation of all bridges enrolled in the Program for alternative transportation uses. The recommended annual appropriation will be $500,000, but amounts may vary depending upon yearly requirements and cost estimates for identified projects.

VAOT will prepare a detailed manual for the Adaptive Use Program, providing information (a)
about methods for identifying and selecting new sites for historic bridges; (b) preparation of rehabilitation plans; (c) development of contracts for different aspects of each project; (d) cleaning and painting bridges; (e) names of contractors qualified to perform work; (f) coordination regarding materials and labor supplied by the Vermont Department of Corrections; (g) archival documentation; and other appropriate details.

An Adaptive Use Committee will be established to advise the manager of the Adaptive Use Program about the selection of sites for bridges being converted to alternative transportation uses at new locations. The committee shall consist of one representative from VAMP, one representative from FHWA, and the Manager of the Adaptive Use Program, who shall chair the committee and convene meetings periodically as required, but at least once yearly.

9. Project Review and Compliance Documents - Conformance with Plan. For any undertaking implemented by FHWA and VAOT in accordance with any historic bridge preservation plan adopted pursuant to this agreement, VAOT shall: (a) notify VSHPO in writing; (b) provide a brief description of the project confirming that the project will be completed according to the plan and according to the Secretary of the Interior's Standards for Historic Preservation Projects; (c) provide comprehensive project plans; and (d) establish a finding of either no adverse effect or adverse effect. Unless VSHPO objects in writing within 21 days, no further review under Section 106 is required.

Bridges assigned to Categories D, E, and F automatically warrant a finding of adverse effect. However, the assignment of any bridge to an adaptive use category in any Historic Bridge Preservation Plan is adequate mitigation for that adverse effect. Execution of this Agreement is adequate mitigation for a decision in any Historic Bridge Preservation Plan to demolish a bridge. Bridges assigned to Categories D, E, and F will be documented according to the procedures outlined in the Adaptive Use Program Manual required by Paragraph 8.
In the event VSHPO requests clarification or modification of project plans, VSHPO will provide VAOT with a written description of any changes requested, and VAOT and VSHPO may consult informally to reach agreement. When agreement has been reached, VAOT shall provide VSHPO with a copy of the modified plans. However, project development may proceed while this informal consultation is occurring.

VAOT shall prepare an annual report summarizing each year's projects and shall coordinate an annual meeting among FHWA, VAOT and VSHPO to evaluate the Program.

With respect to the relocation of any bridges placed in the Adaptive Use Program, VSHPO will be given an opportunity to review the proposed new location early in project planning stages. If VAOT's archeologist determines that the new location or sitework related to new use has the potential for affecting archeological resources, he or she shall conduct a field inspection to identify the need for a Phase I study. The need for follow-up Phase I, Phase II, and Phase III studies will be considered in evaluating the feasibility of a site. Funding for archeological studies may be considered as part of project costs.

10. Project Review and Compliance Documents - Changed Circumstances. In the event that a change in circumstances causes the alternatives, uses, or treatments recommended for bridges identified in the Historic Metal Truss Bridge Preservation Plan, or identified by any other historic bridge preservation plans established pursuant to Paragraph 2, herein, to be called into question by VAOT, FHWA, VSHPO, or any bridge owner, the parties shall consult in an effort to reach agreement regarding appropriate uses or treatments. If agreement is reached, VAOT and VSHPO shall execute a Memorandum of Agreement summarizing that accord. Upon execution of that document, no further review under Section 106 is required.

If no agreement can be reached, FHWA, VAOT and VSHPO shall submit review of the alternative recommended by the historic bridge preservation plan to a qualified third party consultant, retained by VAOT upon mutual agreement by VAOT and VSHPO, said consultant to determine the most feasible and prudent alternative. VAOT, VSHPO, and FHWA
shall execute a Memorandum of Agreement summarizing that determination, and upon execution of that document, no further review under Section 106 is required.

If any parties to this agreement or any bridge-owners object to the Consultant’s determination, the matter shall be resolved according to the provisions of Paragraph 12 herein.

11. Intra-Agency Cooperation. The bridge projects referred to in this document (on existing or at new locations) are subject to all applicable state and federal environmental laws and regulations. VANR, VAOT, and VSHPO will engage in a coordinated review of these projects and work together to resolve differences when the preservation plan for an historic bridge may have difficulty meeting environmental protection requirements. VAOT will make every effort to ensure that the projects protect and enhance surrounding natural resources.

VAOT will try to minimize adverse impacts to riparian zone values, including vegetation, and scenic qualities, and protect water quality by avoiding the placement of new structures in close proximity to existing historic structures. VAOT will attempt to assure, through appropriate agreements, that state bridges that are transferred to municipalities or towns for adaptive use are maintained over the long term to avoid deterioration and degradation of water quality.

12. Dispute Resolution. Should any party to this Agreement object within 30 days to any actions proposed pursuant to this Agreement, FHWA, VAOT, VSHPO and, if required, VANR, shall consult to resolve the objection. If the objection cannot be resolved, FHWA and VAOT shall request further comments of the Council pursuant to 36 CFR 800.6(b). Any Council comment provided in response to such a request will be taken into account by FHWA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

13. Amendment. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment. The responsibility of FHWA to carry out all actions under this agreement, other than those subject to the amendment, will remain unchanged.

14. Termination. Any party to this Agreement may terminate it providing thirty (30) days notice to the other parties, provided that
the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FHWA will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

Execution and implementation of this Agreement is evidence that FHWA has satisfied its Section 106 responsibilities for all individual undertakings of the program.

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**
By: John W. Stark
Title: EXECUTIVE DIRECTOR
Date: 7/27/98

**FEDERAL HIGHWAY ADMINISTRATION**
By: Frederick W. Jones
Title: Division Administrator
Date: 7/7/98

**VERMONT STATE HISTORIC PRESERVATION OFFICER**
By: Emily E. Ward
Title: SHPO
Date: 7/7/98

**VERMONT AGENCY OF TRANSPORTATION**
By: Linn G. Parkash
Title: Secretary
Date: 7/7/98
HISTORIC BRIDGE PROGRAM
July 7, 1998

PART I
Introduction

This document establishes the Vermont Historic Bridge Program. (the Program) for historic covered bridges, metal truss bridges, masonry arch bridges, and concrete arch bridges, and it establishes separate divisions within the parent program. The Program and its divisions call attention to the fact that Vermont’s historic bridges are resources of distinct value to the state, with particular benefits and also particular problems. The Program explicitly recognizes that there are economic, aesthetic, and educational benefits achieved by preserving a meaningful collection of different types of historic bridges, and that these benefits far outweigh costs associated with preserving these bridges. Reasonably stated, if the benefits of preserving historic bridges accrue to the people of Vermont, the associated costs necessary to obtain these benefits are properly assigned to state government.

The Program provides an ideal opportunity to demonstrate the value of proper maintenance in preserving manageable classes of bridges. Rehabilitation of those historic bridges capable of serving continued highway use will represent a considerable costsavings to the people of Vermont. Adapting those historic bridges no longer capable of continued highway use to alternative transportation uses, or converting them to recreational and historic sites, will
also produce substantial long term economic benefits.

PART 2

Organization of Historic Bridge Program

The Program has been formally established by execution of a Programmatic Agreement dated July 7, 1998, among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Vermont Agency of Transportation (VAOT), the Vermont State Historic Preservation Officer (VSHPO), and the Vermont Agency of Natural Resources (VANR). The Program will be managed by VAOT, which will organize and administer project development for all bridges enrolled in the Program.

Bridges that are eligible for, or listed on, the National Register of Historic Places and have been identified in an historic bridge preservation plan are eligible for inclusion in the Program. Historic bridge preservation plans are developed according to bridge type and are complete upon execution by FHWA, VAOT and VSHPO.

Appendix A

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State-owned bridges identified by any historic bridge preservation plan are automatically enrolled in the Program when the preservation plan has been executed by FHWA, VAOT and VSHPO. Town-owned bridges are enrolled in the Program according to the procedure described in Part 3.

PART 3
Town Participation

Approximately 90% of Vermont's historic bridges are owned by towns, cities, or villages, are located on local roads, and serve local transportation needs. Collectively these historic bridges represent a vitally important capital and cultural asset for the people of Vermont. However, while some are superbly maintained and preserved, others are neglected, and overlooked. It is critical that a well-defined, cooperative agreement between the Vermont Agency of Transportation (VAOT) and towns owning historic bridges be implemented if these important resources are to be preserved.

To address this objective and to efficiently provide for the long-term preservation of these historic bridges, towns are invited to participate in the Program. By signature of their governing bodies to a document titled "Historic Bridge Participation Agreement" (sample copy attached), towns, cities, and villages will enroll in the Historic Bridge Program. To encourage town participation, VAOT will pay all costs of future rehabilitation or restoration for bridges that have been enrolled in the Programs for continued highway use, subject to the requirements regarding maintenance described in Part 4, herein, and will agree to undertake such work according to the Secretary of the Interior's Standards for Historic Preservation Projects.

In return, towns will agree to preserve bridges that have been enrolled in the Program in perpetuity, subject to loss or damage by human catastrophe or by other circumstances beyond human control. Towns will signify their commitment to preserve the identified bridge(s) by granting an "Historic Bridge Preservation Easement" (sample copy attached) to VAOT.

PART 4
Bridge Maintenance

Success of the Program will also depend upon scheduled maintenance of historic bridges in-order to prolong their continued use. Ultimately, too, sustained maintenance will account for substantial cost savings. To encourage proper maintenance, VAOT will establish a bridge maintenance schedule for each historic bridge enrolled in the Program.

Appendix A
To encourage towns and cities to participate in the Program, VAOT will fund maintenance costs for all town-owned bridges that have been enrolled in the Program and that remain in highway use. Periodically, VAOT will remove spot rust, will apply suitable primer and paint, and will coat steel at bearing points and at joints with grease. Towns will be required to furnish the equivalent of matching funds by conducting the following tasks, as appropriate for specific bridge types:

(a) Cleaning bridge components with water or compressed air and removing large deposits of debris with hand tools.

(b) Keeping drainage areas free of debris and channelling deck drains and approach run-off away from bridge elements below.

(c) Removing all small trees and shrubs growing in, on, or near substructure units or under the bridge.

(d) Removing any debris that accumulates in the channel beneath the structure.

(e) Maintaining proper load posting and advance warning signs and keeping all signs visible.

(f) Maintaining smooth transition between approach roadway and bridge deck, maintaining a straight and continuous rail, and repairing minor damage caused by accidents.

VAOT will, develop a mechanism to assure performance of these scheduled maintenance tasks. Failure on the part of towns to conduct proper maintenance will result in a reduction of the amount, pursuant to Part 3 herein, that VAOT will pay to towns for rehabilitation or restoration of town-owned highway bridges enrolled in the program from 100% of all costs to 95% of all costs.
Bridge Rehabilitation and Restoration

Success of the Program will depend upon scheduled rehabilitation of historic bridges. For purposes of this Program, work that qualifies as rehabilitation or restoration includes, but is not limited to, the replacement of any deck or any structural members due to advanced deterioration or to less than acceptable load capacity, and full painting.

VAOT will establish a bridge rehabilitation or restoration schedule for each historic bridge enrolled in the Program, with separate schedules for bridges that will remain in highway use and bridges that are placed in adaptive use. The schedule will

Appendix A

3

be reviewed annually for those historic bridges that will remain in highway use, and every five years for bridges placed in adaptive use. All work will be conducted according to that schedule. As part of this program, VAOT will pay all costs for rehabilitation or restoration of bridges that will remain in highway use.

PART 6

Adaptive Use

Success of the Program will depend upon a viable system for preserving bridges that can no longer serve highway uses at their existing locations. To meet this need, qualifying bridges will be adapted to alternative transportation uses at their existing sites or will be relocated for either continued but limited highway use or alternative transportation uses such as pedestrian and bicycle paths, snowmobile trails, recreational sites, or simply historic sites.

The Agency of Transportation will assume responsibility for relocating and rehabilitating all historic bridges that can no longer serve highway uses at their existing locations, including:
(a) Identification of new locations for bridges that will continue to serve highway use;

(b) Identification of new locations and new owners, including the Vermont Division for Historic Preservation, for bridges that will be adapted to alternative transportation uses;

(c) Providing engineering services for relocation and rehabilitation plans;

(d) Providing annual appropriations to fund the relocation, restoration, and adaptation of bridges enrolled in the Program to alternative transportation uses. The recommended annual appropriation will be $500,000, but amounts may vary depending upon yearly requirements and cost estimates. Eligibility for funding of future maintenance, rehabilitation, or restoration will be evaluated according to policies established by the Adaptive Use Program.

(e) Undertaking any legislative initiatives, whether federal or state, necessary to implement relocation and adaptive use or to fund relocation and adaptive use;

(f) Undertaking initiatives to develop partnerships with the Department of Corrections to supply timber for bridge decks and other appropriate materials as well as labor as permitted;

(g) Providing interpretive markers identifying bridges that have been relocated.

Appendix A

An Adaptive Use Committee will be established to advise the manager of the Adaptive Use Program about the selection of sites for bridges being converted to alternative transportation uses at new locations. The committee shall consist of one representative from VSHPO, one representative from FHWA, and the Manager of the Adaptive Use Program, who shall chair the committee and convene meetings periodically as required but at least once yearly.
PART. 7

Education and Heritage Tourism

Success of the Program will also depend upon a viable educational effort devoted to increasing public awareness regarding the benefits of preserving historic bridges. Accordingly, VAOT and VSHPO will develop a schedule for meeting with town officials, public works engineers, and district transportation engineers, and will prepare a standard educational presentation. Seminars and workshops will be coordinated through the regional planning commissions. The Historic Bridge Program will be explained at meetings conducted in each region, and Bridge Preservation Plans will be distributed to town representatives via regional commissions.

Educational efforts will also include promotion through Heritage Tourism, and a cooperative plan will be developed with the Department of Tourism and Marketing. A map showing the location of all bridges in the program will be prepared and made available for distribution via a variety of possible resources.

Appendix A

5

HISTORIC METAL TRUSS BRIDGE PRESERVATION PLAN

July 7, 1998

The Federal Highway Administration (FHWA), the Vermont Agency of Transportation (VAOT), and the Vermont State Historic Preservation Office (VSHPO) agree (1) that assignment of the following historic metal truss bridges to the listed. Alternatives A through E, inclusive, is both feasible and prudent in terms of structural capacity and geometric -dimension; and (2) that assignment of bridges to Alternative F, documentation and removal from highway systems, is warranted based on the structural condition and geometric dimensions of those bridges.
(1) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED FOR LIMITED HIGHWAY USE (ALTERNATIVE A).

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Rehab Cost</th>
<th>New Bridge Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arlington, No. 17 t</td>
<td>$</td>
<td>$ 390,000</td>
</tr>
<tr>
<td>2.</td>
<td>Barnet, No. 10</td>
<td>$ 100,000</td>
<td>$ 490,000</td>
</tr>
<tr>
<td>3.</td>
<td>Barnet, No. 48</td>
<td>$ 70,000</td>
<td>$1,060,000</td>
</tr>
<tr>
<td>4.</td>
<td>Berlin, No. 27 *</td>
<td>$</td>
<td>$1,090,000</td>
</tr>
<tr>
<td>5.</td>
<td>Berlin, No. 29 *</td>
<td>$ 30,000</td>
<td>$1,090,000</td>
</tr>
<tr>
<td>6.</td>
<td>Berlin, No. 67 +s</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Bethel, No. 45 e</td>
<td>$ 160,000</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>8.</td>
<td>Bloomfield, No. 9 s</td>
<td>$ 110,000</td>
<td>$ 750,000</td>
</tr>
<tr>
<td>9.</td>
<td>Bradford, No. 22</td>
<td>$ 370,000</td>
<td>$ 440,000</td>
</tr>
<tr>
<td>10.</td>
<td>Brandon, No. 25</td>
<td>$* 220,000</td>
<td>$ 660,000</td>
</tr>
<tr>
<td>11.</td>
<td>Bridgewater No. 14 s</td>
<td>$ 90,000</td>
<td>$ 770,000</td>
</tr>
<tr>
<td>12.</td>
<td>Bridgewater No. 26</td>
<td>$ 140,000</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>13.</td>
<td>Brookline, No. 19</td>
<td>$ 540,000</td>
<td>$1,350,000</td>
</tr>
<tr>
<td>14.</td>
<td>Cavendish, No. 12 e</td>
<td>$ 300,000</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>15.</td>
<td>Dummerston, No. 37 e</td>
<td>$1,300,000</td>
<td>$ 900,000</td>
</tr>
<tr>
<td>16.</td>
<td>Enosburg, No. 45</td>
<td>$ 90,000</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>17.</td>
<td>Hartford, No. 7</td>
<td>$ 640,000</td>
<td>$3,790,000</td>
</tr>
<tr>
<td>18.</td>
<td>Hartford, No. 8</td>
<td>$ 1,140,000</td>
<td>$1,530,000</td>
</tr>
</tbody>
</table>
19. Hartford, No. 38 e  
   $ 440,000  
   $ 280,000

20. Hartford, No. 61 +s  
   $

21. Highgate, No. 25  
   $ 900,000  
   $ 1,630,000

22. Jamaica, No. 32  
   $ 100,000  
   $ 890,000

23. Ludlow, No. 57  
   $ 190,000  
   $ 60,000

24. Montpelier, No. 5  
   $ 310,000  
   $ 1,470,000

25. Montpelier, No. 1.7 e  
   $ 60,000  
   $ 1,380,000

26. Moretown, No. 40  
   $ 190,000  
   $ 300,000

27. Moretown, No. 41  
   $ 200,1000  
   $ 470,000

28. Moretown, No. 42  
   $  

Appendix B

<table>
<thead>
<tr>
<th></th>
<th>Rehab Cost</th>
<th>New Bridge Cost</th>
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<tbody>
<tr>
<td>29.</td>
<td>Morristown, No. 8</td>
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</tr>
<tr>
<td>30.</td>
<td>Morristown, No. 215 s</td>
<td>$ 330,000</td>
</tr>
<tr>
<td>31.</td>
<td>Newfane, No 49</td>
<td>$ 390,000</td>
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<tr>
<td>32.</td>
<td>New Haven, No. 26</td>
<td>$ 400,000</td>
</tr>
<tr>
<td>33.</td>
<td>Northfield, No. 65</td>
<td>$ 170,000</td>
</tr>
<tr>
<td>34.</td>
<td>Putney, No. 32</td>
<td>$ 107,000</td>
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<tr>
<td></td>
<td>Location</td>
<td>Price 1</td>
</tr>
<tr>
<td>---</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>35.</td>
<td>Poultney, No. 4 s</td>
<td>$50,000</td>
</tr>
<tr>
<td>36.</td>
<td>Poultney, No. 7</td>
<td>$80,000</td>
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<tr>
<td>37.</td>
<td>Richford, No. 3 s</td>
<td>$310,000</td>
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<tr>
<td>38.</td>
<td>Richmond, No. 24 e</td>
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<td>39.</td>
<td>Richmond, No. 31</td>
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<tr>
<td>40.</td>
<td>Rockingham, No. 39 #.s</td>
<td>$490,000</td>
</tr>
<tr>
<td>41.</td>
<td>Royalton, No. 30</td>
<td>$370,000</td>
</tr>
<tr>
<td>42.</td>
<td>Royalton, No. 31</td>
<td>$60,000</td>
</tr>
<tr>
<td>43.</td>
<td>Sharon, No. 15</td>
<td>$270,000</td>
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<tr>
<td>44.</td>
<td>Sheldon-, No. 9</td>
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<tr>
<td>45.</td>
<td>Sheldon, No. 10</td>
<td>$380,000</td>
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<tr>
<td>46.</td>
<td>Springfield No. 81</td>
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</tr>
<tr>
<td>47.</td>
<td>Stockbridge, No. 35</td>
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<tr>
<td>48.</td>
<td>Wallingford, No. 54 s</td>
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<tr>
<td>49.</td>
<td>Waterbury, No. 31</td>
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<tr>
<td>50.</td>
<td>West Haven, No. 10</td>
<td>$230,000</td>
</tr>
<tr>
<td>51.</td>
<td>Woodstock, No. 30 e</td>
<td>$520,000</td>
</tr>
</tbody>
</table>

* Recently rehabilitated
* Short term
# Deck widening possible
* Exceptional historic significance
* State-owned

(2) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED AND REINFORCED FOR FULL HIGHWAY USE (ALTERNATIVE B):

<table>
<thead>
<tr>
<th></th>
<th>Rehab Cost</th>
<th>New Bridge Cost</th>
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<tbody>
<tr>
<td>52.</td>
<td>$1,670,000</td>
<td>$3,180,000</td>
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<tr>
<td>53.</td>
<td>$1,540,000</td>
<td>$2,660,000</td>
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<tr>
<td>54.</td>
<td>$250,000</td>
<td>$860,000</td>
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<tr>
<td>55.</td>
<td>$600,000</td>
<td>$1,090,000</td>
</tr>
<tr>
<td>56.</td>
<td>$520,000</td>
<td>$970,000</td>
</tr>
<tr>
<td>57.</td>
<td>$750,000</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>58.</td>
<td>$50,000</td>
<td>$380,000</td>
</tr>
<tr>
<td>59.</td>
<td>$350,000</td>
<td>$860,000</td>
</tr>
<tr>
<td>60.</td>
<td>$270,000</td>
<td>$550,000</td>
</tr>
<tr>
<td>61.</td>
<td>$250,000</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

do Demolition costs
s State-owned

Appendix B
(3) THE FOLLOWING TRUSS BRIDGES SHOULD BE MODIFIED FOR CONTINUED LIMITED OR UNLIMITED HIGHWAY USE. (ALTERNATIVE E):

<table>
<thead>
<tr>
<th></th>
<th>Rehab Cost</th>
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<tr>
<td>62. Montpelier, No. 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63. Montpelier, No. 11</td>
<td>$440,000</td>
<td>$370,000</td>
</tr>
<tr>
<td>64. Woodstock, Elm Street n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

n - not included in study

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>ESTIMATED TOTAL:</td>
<td>$22,852,000</td>
<td>$55,442,000</td>
</tr>
</tbody>
</table>

(4) THE FOLLOWING TRUSS BRIDGES SHOULD BE PRESERVED AND ADAPTED TO ALTERNATIVE TRANSPORTATION USE AT THEIR EXISTING SITES (ALTERNATIVE C). THOSE BRIDGES ADAPTED TO ALTERNATIVE TRANSPORTATION USE WILL BE PLACED EITHER IN THE AGENCY OF TRANSPORTATION'S ADAPTIVE USE PROGRAM. SOME ARE OR MAY BE OWNED BY THE VERMONT DIVISION FOR HISTORIC PRESERVATION AS HISTORIC SITES.

65. Arlington, No. 22
66. Highgate Falls h
67. Middlesex, No. 50 c
68. Milton No. 18 e
69. Northfield, No. 84 e
70. Rutland, No. 17 c
71. Wilmington/Medburyville h
72. Woodstock, No. 9  
* Recently rehabilitated  
* These projects involve the retention of an historic bridge in close proximity to a replacement bridge. There may be difficult and/or potentially unresolvable environmental issues associated with these proposals.

e Exceptional historic significance
h State historic site
t Timber truss

Appendix B

3

(5) THE FOLLOWING TRUSS BRIDGES SHOULD BE RELOCATED AND PRESERVED FOR LIMITED HIGHWAY USE OR FOR ALTERNATIVE TRANSPORTATION USE (ALTERNATIVE D). THOSE BRIDGES ADAPTED TO ALTERNATIVE TRANSPORTATION USE WILL BE PLACED EITHER IN THE AGENCY OF TRANSPORTATION’S ADAPTIVE USE PROGRAM. SOME ARE OR MAY BE OWNED BY THE VERMONT DIVISION FOR HISTORIC PRESERVATION AS HISTORIC SITES.

73. Bethel, No. 4 e
74. Bristol, No. 20 e
75. Bristol, No. 31
76. Burke, No. 25 e
77. Cavendish, No. 45 e
78. Corinth, No. 34
79. Fairfield, No. 49
80. Hardwick, No. 27
81. Hinesburg, No. 30
82. Huntington, No. 11
83. Jamaica, No. 33
84. Montpelier, No. 6
85. Morristown, No. 1
86. Morrisville, No. 53 e
87. Poultnay, No. 5
88. Pownal, No. 41 e
89. Richmond, No. 10
90. Rochester, No. 36
91. Rutland, No-. 2
92. Sheldon, No. 20
93. Stockbridge, No. 130
94. Tunbridge, No. 31 e
95. Waitsfield, No. 22
96. Westfield, No. 17

* Recently rehabilitated
* Recently rehabilitated by VAST
@ One span only will be relocated
E Exceptional historic significance

(6) THE FOLLOWING BRIDGES, CURRENTLY IN STORAGE PURSUANT TO
EXISTING MEMORANDUMS OF AGREEMENT OR OTHER CIRCUMSTANCES, WILL BE
PLACED IN THE AGENCY OF TRANSPORTATION'S ADAPTIVE USE PROGRAM

(ALTERNATIVE D).

97. Arlington, No. 25
98. Berlin, No. 29

Appendix B

4

99. Berlin, No. 72
100. Jamaica, No. 39
101. Middletown Springs, No. 21
102. Middletown Springs, unnumbered
103. Shoreham, No. 24
104. Thetford, No. 25
105. Wallingford, No. 50
(7) THE FOLLOWING TRUSS BRIDGES WILL BE DOCUMENTED AND REMOVED. STORAGE IN ANTICIPATION OF FUTURE LOSS OF BRIDGES IN CATEGORIES A-D IS PERMISSIBLE BUT WILL NOT BE REQUIRED AS PART OF ANY PERMIT PROCEEDING. (ALTERNATIVE F):

1. Bethel, No. 15
2. Cambridge, No. 21
3. Clarendon, No. 7
4. Clarendon, No. 14
5. Fairfield, No. 52
6. Jamaica, No. 80
7. Jericho, No. 38
8. Montgomery, No. 24
9. Pownal, No. 41 @
10. Royalton, No. 3
11. St. Johnsbury, No. 29
12. Warren, No. 173
13. Waterbury, No. 25
14. Wolcott, No. 25

@ One span will be removed

Appendix B

5
Executed and implemented by:

FEDERAL HIGHWAY ADMINISTRATION
By: Frederick Rivas
Title: Division Administrator
Date: 7/7/98

VERMONT STATE HISTORIC PRESERVATION OFFICER
By: Emily E. Walsh
Title: State Historic Preservation Officer
Date: 7/7/98

VERMONT AGENCY OF TRANSPORTATION
By: Alan Krohn
Title: Secretary
Date: 7/7/98

Appendix B

6
PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING IMPLEMENTATION OF THE HISTORIC PRESERVATION PLAN
FOR BASCULE BRIDGES IN WISCONSIN

WHEREAS, the Federal Highway Administration (FHWA) will implement the Historic Preservation Plan for Bascule Bridges of May 1996 (HPP) in substantial compliance with 36 CFR §§ 800.4 through 800.6; and

WHEREAS, the FHWA has determined that future bridge replacement projects may have an effect upon bascule bridges included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council) and the Wisconsin State Historic Preservation Office (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f; and

WHEREAS, the FHWA, pursuant to 36 CFR § 800.4(c), has determined that the following bascule bridges are eligible for inclusion in the National Register of Historic Places:

- Sturgeon Bay Bridge, city of Sturgeon Bay
- Emmer Lane Bridge, city of Milwaukee
- Kilbourn Avenue Bridge, city of Milwaukee
- State Street Bridge, city of Milwaukee
- Lawe Street Bridge, city of Kaukauna
- Cherry Street Bridge, city of Milwaukee

WHEREAS, the FHWA intends to use the provisions of this Programmatic Agreement (PA) to address applicable requirements of Section 110(b) of National Historic Preservation Act, 16 U.S.C. 470h-2(b); and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) and the city of Milwaukee participated in the consultation and have been invited to concur in this Programmatic Agreement; and

WHEREAS, the U.S. Army Corps of Engineers, St. Paul District, may be requested to issue a Section 404 permit to WisDOT for bascule replacement projects, participated in the consultation and has elected not to be a consulting party to this Programmatic Agreement; and

WHEREAS, the U.S. Army Corps of Engineers, Detroit District, owns the Kaukauna Locks Historic District, which is listed on the National Register of Historic Places; and
WHEREAS, the implementation of the Historic Preservation Plan fulfills the U.S. Coast Guard requirements as set forth in DOT order 5610.1 C; and

WHEREAS, the FHWA, SHPO, WisDOT, and the city of Milwaukee agree that the Kilbourn Avenue Bridge, the State Street Bridge and the Cherry Street Bridge are likely candidates for rehabilitation; and

WHEREAS, FHWA, SHPO, WisDOT, and the city of Milwaukee agree that the Emmber Lane Bridge, the Lawe Street Bridge, and the Sturgeon Bay Bridge are not candidates for rehabilitation; and

WHEREAS, FHWA has defined the Area of Potential Effects for the Lawe Street Bridge to include the Kaukauna Locks Historic District and the Kuehn Blacksmith Shop/Hardware Store which have been listed on the National Register, and the Island No. 4 Historic District, Badger Hydroelectric Historic District, and South Kaukauna Grain Company which have been determined eligible for the NRHP, and;

WHEREAS, WisDOT has completed, published, and distributed a statewide study of bascule bridges entitled "Historic Bridges of Wisconsin, Volume 3: Moveable Highway Bridges;" and

WHEREAS, a Bascule Bridge Committee, including representatives of FHWA, SHPO, WisDOT, and the city of Milwaukee, met to discuss the HPP and consider issues of eligibility, effect, and mitigation, and made decisions that resulted in this agreement;

WHEREAS, the HPP is included as Appendix A of this agreement;

NOW, THEREFORE, FHWA, the Council, and the SHPO agree that the Programmatic Agreement shall be administered in accordance with the following stipulations to satisfy FHWA’s Section 106 responsibility for eligible bascule bridges in the State of Wisconsin.

**Stipulations**

FHWA will ensure that the following measures are carried out:

A. **MANAGEMENT**

For each eligible bridge that is proposed for rehabilitation,

1. WisDOT in following the management system outlined in Section IV of the Historic Preservation Plan for Bascule Bridges (Appendix A) will complete the stipulations outlined below when a proposed undertaking may have an effect on eligible bascule bridges pursuant to 36 CFR 800.5.
Programmatic Agreement
Bascule Bridges in Wisconsin
Page 3

a. WisDOT will work with the city of Milwaukee to ensure that the following items are completed for the Cherry Street Bridge, State Street Bridge, and Kilbourn Avenue Bridge. WisDOT will encourage the city of Milwaukee to complete the following two items prior to the scheduled rehabilitation of a bridge.

i. Nomination of each bridge as a city of Milwaukee landmark.

ii. Completion of a Historic Structures Report (HSR) for each bridge. The HSR will include a history of the structure, a statement of significance, an identification of character defining features, guidance for future rehabilitation efforts, and recommendations for maintenance geared to long-term preservation.

b. WisDOT’s technical assistance to the city of Milwaukee will include an information packet about the rehabilitation of bascule bridges, including recent papers on the subject presented at AASHTO Subcommittee on Bridges and Structures.

c. WisDOT shall ensure that the design of the project is compatible with the historic and architectural qualities of the bridge and is consistent with the recommended approaches to rehabilitation set forth in the **Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings** (U.S. Department of the Interior, National Park Service, 1983), and that the design and specifications for the project are developed in consultation with the SHPO and submitted to the SHPO for approval. Rehabilitation conducted in accordance with these standards will constitute no adverse effect upon the historic property.

d. Rehabilitation not in accordance with Section A.1.c (above) will be addressed as an adverse effect, and WisDOT will complete the stipulations outlined below:

i. The Bascule Bridge Committee will meet to consider alternatives.

ii. WisDOT will ensure that the Area of Potential Effects is defined to include the effect to adjacent historic and archaeological resources. If any such resources exist, FHWA will assess effect pursuant to 36 CFR 800.5. If the effect will be adverse, FHWA,
in consultation with SHPO, will develop and implement measures to avoid or minimize the adverse effect.

iii. WisDOT will document the bridge in accordance with Section IV.B of the HPP (Appendix A) and complete mitigation based on the options presented in Section IV.C-E of the HPP (Appendix A).

e. If rehabilitation proves infeasible, WisDOT will complete the stipulations outlined below:

i. The Bascule Bridge Committee will meet to consider alternatives.

ii. WisDOT will ensure that the Area of Potential Effects is defined to include the effect to adjacent historic and archaeological resources. If any such resources exist, FHWA will assess effects pursuant to 36 CFR 800.5. If the effect will be adverse, FHWA, in consultation with SHPO, will develop and implement measures to avoid or minimize the adverse effect.

iii. WisDOT will document the bridge in accordance with Section IV.B of the HPP (Appendix A) and complete mitigation based on the options presented in Section IV.C-E of the HPP (Appendix A).

2. For each bridge that is proposed for replacement,

a. Emmber Lane Bridge

i. Procedures for Documentation

Prior to the demolition of the Emmber Lane Bridge, the city of Milwaukee shall provide original plans or an archivally stable reproduction of the plans to the State Historical Society of Wisconsin and a local repository designated by SHPO. The city of Milwaukee will document the bridge with archivally stable 35mm, black-and-white, 5 x 7 photographs, and negatives. Photographs and negatives will be provided to the State Historical Society of Wisconsin. Photographs will be provided to the local repository.
ii. Opportunities for Salvage

The city of Milwaukee will consider the opportunity for salvage of the segmental rack and/or the railing to be used in a display along the Milwaukee River, near another bascule bridge. WisDOT shall ensure that the items selected are removed in a manner that minimizes damage and are delivered with legal title to the SHPO or their designee.

iii. Procedures for Development of Educational Outreach Programs

The city of Milwaukee will propose the development of a public display at the Milwaukee Public Museum, the Milwaukee County Historical Society, or the Milwaukee Children’s Museum. The focus of the display will be bascule bridges in Milwaukee, but the technical level and type of display will be developed after the target audience is identified. The city of Milwaukee will contact the museums to identify their level of interest, requirements, and possible program developments.

iv. Reuse at New Location

The city of Milwaukee will consider opportunities for the reuse of the Emmber Lane Bridge, including utilizing the railing on or near a new structure at the site.

v. Effect on Adjacent Historic and Archaeological Resources

WisDOT will ensure that the Area of Potential Effects for the Emmber Lane Bridge is defined to include the effect to adjacent historic and archaeological resources. If any such resources exist, FHWA will assess effect pursuant to 36 CFR 800.5. If the effect will be adverse, FHWA, in consultation with SHPO, will develop and implement measures to avoid or minimize the adverse effect.

b. Lawe Street Bridge

i. Procedures for Documentation

Prior to the demolition of the Lawe Street Bridge, WisDOT shall provide the structure’s original plans or archival stable reproductions to the State Historical Society of Wisconsin and
a local repository designated by SHPO. WisDOT will document the bridge with archivally stable 35mm, black-and-white, 5 x 7 photographs, and negatives. Photographs and negatives will be provided to the State Historical Society of Wisconsin. Photographs will be provided to the local repository.

ii. Opportunities for Salvage

WisDOT will ensure that the SHPO or their designee has the opportunity to select architectural elements for curation, public education, reuse, or incorporation into new construction. WisDOT shall ensure that the items selected are removed in a manner that minimizes damage and are delivered with legal title to the SHPO or their designee.

iii. Procedures for Development of Educational Outreach Programs

In cooperation with the city of Kaukauna, WisDOT will develop an educational brochure pertaining to the Lawe Street Bridge and historic properties in the Area of Potential Effects. A target audience will be identified before developing the type of program.

iv. Effect on Adjacent Historic and Archaeological Resources

Pursuant to 36 CFR 800.5, FHWA will assess effects to historic properties in the Area of Potential Effects for the Lawe Street Bridge project. If the effect will be adverse, FHWA, in consultation with the Detroit District, U.S. Army Corps of Engineers, and SHPO, will develop and implement measures to avoid or minimize the adverse effect.

c. Sturgeon Bay Bridge

i. Procedures for Documentation

Prior to the demolition of the Sturgeon Bay Bridge, WisDOT shall provide the structure's original plans or archivally stable reproductions to the State Historical Society of Wisconsin and a local repository designated by SHPO. WisDOT will document the bridge with archivally stable 35mm, black-and-white, 5 x 7 photographs, and negatives. Photographs and negatives
will be provided to the State Historical Society of Wisconsin. Photographs will be provided to the local repository.

ii. Opportunities for Salvage

WisDOT will ensure that the SHPO or their designee has the opportunity to select architectural elements for curation, public education, reuse, or incorporation into new construction. WisDOT shall ensure that the items selected are removed in a manner that minimizes damage and are delivered with legal title to the SHPO or their designee.

iii. Procedures for Development of Educational Outreach Programs

WisDOT will work with the city of Sturgeon Bay to prepare an educational program, such as a brochure, video, slide show, or magazine article, discussing the history of the Sturgeon Bay Bridge.

iv. Reuse at New Location

WisDOT will consider the adaptive use of the Sturgeon Bay Bridge and the opportunity for reuse of fragments of the historic structure.

v. Effect on Adjacent Historic and Archaeological Resources

WisDOT will ensure that the Area of Potential Effects for the Sturgeon Bay Bridge is defined to include the effect to adjacent historic and archaeological resources. If any such resources exist, FHWA will assess effect pursuant to 36 CFR 800.5. If the effect will be adverse, FHWA, in consultation with SHPO will develop and implement measures to avoid or minimize the adverse effect.

B. PROVISION FOR EXCEPTION

Other bascule bridges not specifically discussed herein are not subject to the terms of this PA.
C. MONITORING

The Council and the SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. WisDOT will cooperate with the Council and the SHPO in carrying out their monitoring and review responsibilities.

D. DISPUTE RESOLUTION

1. Should any party to this Programmatic Agreement object to any action carried out or proposed by the FHWA with respect to bascule bridge replacement projects or implementation of this agreement, the FHWA shall consult with the objecting party to resolve the objection. If after initiating such consultation the FHWA determines that the objection cannot be resolved through consultation, the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

   a. Advise the FHWA that the Council concurs in the FHWA's proposed final decision whereupon the FHWA will respond to the objection accordingly;

   b. Provide the FHWA with recommendations, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or

   c. Notify the FHWA that the Council will comment pursuant to 36 CFR § 800.6(b), and proceed to comment. The resulting comment shall be taken into account by the FHWA in accordance with 36 CFR § 800.6(c)(2) and § 110(l) of the NHPA.

2. Should the Council not exercise one of the above options within 30 days after receipt of all pertinent documentation, the FHWA may assume the Council's concurrence in its proposed response to the objection.

3. The FHWA shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the FHWA's responsibility to carry out all actions under this Programmatic Agreement that are not the subjects of the objection shall remain unchanged.
4. At any time during implementation of the measures stipulated in this Programmatic Agreement, should an objection pertaining to this agreement be raised by a member of the public, the FHWA shall notify the parties to this Programmatic Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any parties to this agreement to resolve the objection.

E. TERMINATION

1. Any party to this Programmatic Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

2. In the event of termination, WisDOT will comply with 36 CFR §§ 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

3. In the event that WisDOT does not carry out the terms of this Programmatic Agreement, WisDOT will comply with 36 CFR §§ 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution of this Programmatic Agreement by FHWA and the SHPO, its subsequent acceptance by the Council, and implementation of its terms, evidence that FHWA has afforded the Council an opportunity to comment on the implementation of the HPP, and that FHWA has taken into account the effects of this project on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: John M. Bowles  Date: 1/23/97

FEDERAL HIGHWAY ADMINISTRATION

BY: Jacky Lawton, Environmental Programs Engineer  Date: 1/9/97
Programmatic Agreement
Bascule Bridges in Wisconsin
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WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY: Jeff Dean, State Historic Preservation Officer
Date: 11/19/96

CONCUR:

WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: Carol D. Cutshall
Date: 11/12/96
Carol D. Cutshall, Director, Bureau of Environment

CITY OF MILWAUKEE

BY: Mariano Schifalacqua
Date: 1/7/97
Mariano Schifalacqua, City Engineer