PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY,
THE PRESIDIO TRUST,
THE NATIONAL PARK SERVICE,
THE DEPARTMENT OF VETERANS AFFAIRS,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE SAN FRANCISCO RECREATION AND PARKS DEPARTMENT
FOR THE
SOUTH ACCESS TO THE GOLDEN GATE BRIDGE,
DOYLE DRIVE REPLACEMENT PROJECT,
SAN FRANCISCO, CALIFORNIA

WHEREAS, the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans), and the San Francisco County Transportation Authority (SFCTA) propose to replace Doyle Drive, US 101 Postmile 8.0-9.8, (the Undertaking), located in the Presidio of San Francisco, within the Golden Gate National Recreation Area and the City and County of San Francisco; and

WHEREAS, the Undertaking consists of replacing the existing facility with a new six-lane facility and an eastbound auxiliary lane, between the toll plaza for Golden Gate Bridge on the west and the east end of Doyle Drive where it splits and feeds into Richardson Avenue and Marina Boulevard. The Undertaking combines a high-viaduct with two short cut-and-cover tunnels and an open depressed roadway with a wide, heavily landscaped median; and

WHEREAS, portions of this Undertaking will occur on federal lands under the jurisdiction of the Presidio Trust (Trust) and the National Park Service (NPS) which are subject to 16 USC 470h-2(f). They are responsible for lands depicted on the map of Areas B and A, respectively, attached hereto as **Appendix A**; and

WHEREAS the FHWA, the NPS and the Trust have consulted and agreed that, with the exception of any responsibilities related to the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.SC 3001-13, FHWA will be the lead Federal agency for this Undertaking pursuant to 36 CFR § 800.2(a)(2); and

WHEREAS, FHWA has thoroughly considered alternatives to the Undertaking, and has determined that the Undertaking, as currently proposed within the Archaeological and Architectural areas of potential effect depicted on the map in **Appendix B**, will adversely affect historic properties listed in or eligible for listing in the National Register of Historic Places (NRHP), including the Presidio National Historic Landmark District (PNHLD), Doyle Drive, a contributor to the PNHLD and the NRHP-eligible Golden Gate Bridge, and its individually eligible viaducts (Presidio Viaduct, Bridge 34 0019, and Marina Viaduct, Bridge 34 0014), for which the table of effects is attached hereto as **Appendix C**, and may affect archaeological properties and resources that have not yet been identified and that may be of

significance to the Muwekma Ohlone Indian Tribe, the Amah Mutsun San Juan Bautista Tribe, and the other Ohlone individuals who are signatories to this Agreement; and

WHEREAS, the analysis of effects of the Undertaking on historic properties is contained in the Finding of Effect for the South Access to the Golden Gate Bridge Doyle Drive Project, San Francisco, California (SFCTA December 2005) and the Addendum Finding of Effect for the South Access to the Golden Gate Bridge Doyle Drive Project, San Francisco, California (SFCTA February 2007); and

WHEREAS, the FHWA has consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800, the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (16 USC Section 470f), as amended (NHPA), regarding the Undertaking's effects on historic properties; and

WHEREAS, the FHWA has consulted with the Secretary of the Interior pursuant to 36 CFR § 800.10, with regards to special requirements for protecting National Historic Landmarks, and the Secretary has delegated authority for the purposes of commenting on the Doyle Drive Project to the NPS Golden Gate National Recreation Area (Golden Gate NRA) and the NPS Pacific West Region (NPS PWR) jointly; and

WHEREAS, the NPS, as land manager for the Golden Gate NRA, a park unit which includes those areas of the Presidio of San Francisco subject to indirect effects, and as delegate for the Secretary of the Interior has participated in the consultation, has been invited to be a signatory party, and will have specific roles and responsibilities throughout the consultation process as defined in Stipulation I.C; and

WHEREAS, the Trust, as the land manager for those areas of the PNHLD subject to direct impacts, has participated in the consultation, has been invited to be a signatory party, and will have specific roles and responsibilities throughout the consultation process as defined in Stipulation I.B; and

WHEREAS, the San Francisco Recreation and Parks Department (SFRP), as the land manager for the Palace of Fine Arts, has participated in the consultation, has been invited to be a signatory party; and

WHEREAS, the Department of Veterans Affairs (VA), as the land manager for the San Francisco National Cemetery, has participated in the consultation, has been invited to be a signatory party; and

WHEREAS, Caltrans and the SFCTA, have participated in the consultation and have been invited to be signatory parties, and

WHEREAS, the Muwekma Ohlone Indian Tribe and the Amah Mutsun San Juan Bautista Tribe, which are currently not federally-recognized tribes, and several Ohlone individuals have participated in the consultation and have been invited to be concurring parties to this Agreement pursuant to 36 CFR 800.2 (c)(5); and

WHEREAS, the Presidio Historical Association, San Francisco Architectural Heritage, the California Heritage Council, and the National Trust for Historic Preservation have participated in the consultation and have been invited to be concurring parties to this Agreement pursuant to 36 CFR 800.2 (c)(5); and

WHEREAS, the FHWA and Caltrans have consulted with local governments and other interested parties about the Undertaking and its effects on historic properties, and have taken all comments received from these parties into account; and

WHEREAS, a glossary of abbreviations, acronyms, and terms the definitions of which shall apply to the terms of this Agreement is included as **Appendix D**;

NOW, THEREFORE, the FHWA, Caltrans, SFCTA, the Trust, NPS Golden Gate NRA, NPS PWR, the SHPO, ACHP, the VA and San Francisco Recreation and Parks Department agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The FHWA shall ensure that the following stipulations of this Agreement are carried out as follows:

I. ROLES & RESPONSIBILITIES OF SIGNATORIES

A. FHWA/CALTRANS/SFCTA

The FHWA, as lead Federal agency, has the primary responsibility pursuant to 36 CFR § 800.2(a)(2) to ensure that the provisions of this Agreement are carried out. FHWA has delegated to Caltrans the appropriate and timely implementation of mitigation commitments outlined herein. Caltrans is working with the SFCTA to jointly design and implement construction and mitigation measures for the Undertaking.

B. Trust

Within the Presidio, the Undertaking will be constructed entirely within Area B of the Presidio, which is under the jurisdiction of the Trust. Because of the Trust's role in the stewardship of that portion of the PNHLD situated in Area B, and because the Trust manages the majority of land and resources that will be affected by the Undertaking, the Presidio Trust, through its agent, Federal Preservation Officer (Trust FPO), will be responsible for the following activities:

- Review and approve the qualifications of individuals and firms considered to carry out terms of this Agreement and participate in all source selection boards for selecting contractors;

- Participate in the development of all contract scopes, contract modifications, and technical reviews of Undertaking deliverables resulting from this Agreement; and

- Will be consulted regarding all NRHP-eligibility determinations, discoveries, and curation of collections for resources within Area B.

C. NPS

None of the Undertaking will be constructed within Area A of the Presidio, though some construction areas will be accessed by crossing Area A, under the jurisdiction of the NPS. However, as manager of the Presidio's Area A the NPS is co-manager of the PNHLD, and furthermore represents the Secretary of the Interior regarding the whole PNHLD pursuant to 36 CFR § 800.10 and § 65.7. The NPS will be consulted regarding all NRHP-eligibility determinations, discoveries, and curation of collections for historic resources within Area A, and will be consulted regarding NHL contributor-determinations, treatment procedures and reports involving contributors to the PNHLD.

D. VA

The VA has obligations under 36 CFR § 800 for the 28.34-acre San Francisco National Cemetery it manages within Area B. The VA will participate in consultation regarding the development of the Undertaking by receiving all reports pertaining to work adjacent to the cemetery. The VA will comment in a timely manner on any concerns regarding work herein prescribed. If the Undertaking is modified to pose a potential effect to the cemetery, the VA will participate in the addendum 36 CFR § 800 procedures.

E. SFRP

The SFRP is the property manager for the National Register-listed Palace of Fine Arts, located adjacent to the eastern boundary of the PNHLD, and is subject to state law and local ordinances the regarding the protection of the property. The SFRP will participate in consultation regarding the development of the Undertaking by receiving all reports pertaining to work adjacent to the Palace of Fine Arts. The SFRP will comment in a timely manner on any concerns regarding work herein prescribed. If the Undertaking is modified to pose a potential effect to the Palace of Fine Arts, the SFRP will participate in the addendum 36 CFR § 800 procedures.

F. Consulting parties

Consulting parties have been identified for this Undertaking. Historic preservation groups include the Presidio Historical Association, the California Heritage Council and San Francisco Architectural Heritage. These groups are participating in the Undertaking through participation in the development of this Agreement and the built environment treatment plan (BETP).

Representatives and members of the Ohlone Indian community who have participated in this Agreement and in the development of the archaeological treatment plan (ATP) include Rosemary Cambra, (Chairwoman of the Muwekma Ohlone Indian Tribe), Jakki Kehl (Mutsun Ohlone), Andrew Galvan (the Ohlone Indian Tribe), and Irenne Zwierlein (Amah Mutsun San Juan Bautista Mission Indians).

Other members of the public were provided an opportunity, through public meetings and correspondence, to provide their views during the development of this Agreement.

II. REVIEW OF PROJECT DESIGN

If additional effects to historic properties are identified during the completion of the design process for this Undertaking, FHWA shall consult with the signatories and concurring parties to this Agreement (parties) to ensure that such effects are addressed in the treatment and mitigation programs outlined in this Agreement. If appropriate, FHWA shall amend the BETP and ATP in consultation with the parties to this Agreement to incorporate such mitigation.

If modifications to the Undertaking, subsequent to the execution of this Agreement, necessitate the revision of the APE, FHWA will consult with the Trust, the NPS, and the SHPO to facilitate agreement on the subject revisions. If FHWA, the Trust, the NPS, and the SHPO cannot reach such agreement, then those parties shall resolve the dispute in accordance with stipulation VI below. If FHWA, the Trust, and the SHPO reach mutual agreement on the proposed revisions, then FHWA will submit to the parties to this Agreement revised map and findings, no later than 30 (thirty) days following such agreement.

III. TREATMENT MEASURES

This Agreement outlines the treatment for historic properties that will be affected by the Undertaking. These treatments are presented also in spreadsheet format, organized by resource, in **Appendix E**. Caltrans and SFCTA shall implement and complete the treatment measures within two years of completion of construction of the Undertaking, or earlier if so specified.

A. Preparation of Treatment Plans

Two historic property treatment plans have been prepared for the Undertaking. One plan encompasses treatments for effects on archaeological resources and one identifies the treatment for effects on the built environment and cultural landscape. The work described will be conducted prior to construction, during construction, and after construction. Caltrans will ensure that sufficient time and funding shall be provided to complete all necessary preconstruction treatment before disturbances related to the Undertaking may occur.

1. BUILT ENVIRONMENT TREATMENT PLAN (BETP)

Caltrans and SFCTA, in consultation with the Trust and the NPS, shall prepare a built environment treatment plan (BETP) to provide detailed descriptions of mitigation measures for elements of the PNHLD, specifically the contributing buildings, structures, and elements of its cultural landscape, and the Golden Gate Bridge that will be adversely affected by the Undertaking. Buildings 201, 204, 230 and 670 and approximately 115 acres of cultural landscape are being directly affected by the Undertaking. The BETP will also include descriptions of measures that will be taken to protect historic properties and to avoid further adverse effects to historic properties. Specific areas, or sub-areas, of the larger cultural landscape that will be subject to treatment as part of the mitigation measures for this Undertaking will be defined in the BETP. The BETP will include the following elements:

a. Architectural Criteria

Caltrans and SFCTA, in consultation with the Trust and NPS Golden Gate, shall prepare architectural criteria that will be utilized, where feasible, in the design process for the Undertaking's new roadway. The criteria will identify design elements for the new facility that are reminiscent of historic character-defining features while integrating the roadway into the PNHLD landscape. The results of the process will be incorporated into the BETP and will influence the project design as appropriate.

b. HABS/HAER/HALS Documentation

Prior to the commencement of deconstruction of Buildings 201, 204, and 230 and the demolition of Building 670 and Doyle Drive, excavation within the Presidio historic landscape, as well as any construction within the vicinity of Buildings 106 and 228, Caltrans and the SFCTA shall complete recordation documentation of these resources in accordance with the Historic American Building Survey/ Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS). Caltrans, the SFCTA and Trust FPO shall consult with the NPS HABS/HAER/HALS program in the Pacific West Regional Office to determine the level and kind of recordation appropriate for each contributing resource. In addition to the requisite copies for final submission to the NPS, Caltrans and SFCTA shall make archival, digital and bound library-quality copies of this documentation available, as appropriate, to the SHPO, Caltrans, Trust, and NPS/Golden Gate Park Archives and Records Center. Caltrans will identify and distribute the documentation to other interested parties and repositories, as appropriate.

c. Historic Structures Reports/Condition Assessments

Caltrans and the SFCTA shall prepare Historic Structure Reports (HSRs) for each historic property or contributing building within the PNHLD for which detailed information is required to develop protection measures. HSRs will be prepared for Buildings 106, 201, and 228. The HSRs will be written in accordance with the standards established in *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (National Park Service, 2005). The HSRs shall include a history of the property/building, construction history, archaeology, architectural evaluation, conditions assessment, maintenance requirements, recommendations for proposed work, copies of original drawings and specifications, if available, current drawings if different from the original, and historic and current photographs. Upon completion, the HSRs shall be submitted to the SHPO for a (thirty) 30 day review and response.

Thirty-eight buildings and structures that are in close proximity to construction, for which no construction impacts are anticipated, will undergo a Pre-Construction Condition Assessment as a precautionary measure and to provide a baseline for a post-construction assessment outlined in Stipulation III.A.1.j. (see Appendix E). The assessment procedures will focus on conditions of exterior elements, character-defining features in particular, and overall structural conditions. Written assessments will be accompanied by digital photo documentation and field drawings.

The HSRs and assessments will also provide information to determine best protection practices during construction for each of the buildings, and result in the preparation of a field document for the architectural monitor to review the efficacy of the protective measures during construction activities in proximity of the buildings.

d. Conduct Vibration Studies

Prior to the commencement of any construction activity, Caltrans and SFCTA shall engage a structural engineer who has experience working with historic buildings to assess and evaluate the stability of Building 106 and the Palace of Fine Arts because there is a potential for construction vibration to affect these properties. In order to determine the potential for vibration impacts, Caltrans and SFCTA, working with the Trust, will use existing vibration analysis to establish the level of additional analysis needed, including number and placement of receptors and their monitoring requirements. Caltrans and SFCTA shall conduct additional studies that might be indicated. The results of these studies shall inform mitigation requirements, such as construction methodology, shoring, and building stabilization.

e. Preconstruction Protection

Caltrans and the SFCTA will take appropriate steps, including consultation with the Trust, to ensure that Buildings 201, 204, 230, and 670 will be protected prior to moving, deconstruction, or demolition to accommodate construction of the Undertaking. Building 201 will be protected in place until its upper story is temporarily relocated and its lower story is deconstructed. Building 230 measures will include securing the building after it is vacated and providing security throughout the period of vacancy prior to deconstruction. Buildings 204 and 670 are currently vacant and will likely remain so until 204 is deconstructed and 670 is demolished. These provisions will be outlined in the BETP in consultation with the Trust FPO and the NPS, and will follow recommended standards established in *Preservation Brief 31: Mothballing Historic Buildings Measures for the Removal and Temporary Preservation of Historic Properties* (National Park Service, 1993) as appropriate.

After recordation in accordance with HABS/HAER/HALS documentation Stipulation III.A.1.b is accepted by the NPS, Buildings 201, 204, 230, and 670 will be removed to accommodate construction of the Undertaking. Building 670 will be demolished; no salvage is anticipated. Buildings 204 and 230 will be deconstructed, as will the ground floor of Building 201, in a manner that maximizes the salvage potential of all historic building components and stored in coordination with the Trust, see Stipulation III.A.1.f. Caltrans and SFCTA, in consultation with the Trust FPO, NPS, and the SHPO, shall remove the upper floor of Building 201, temporarily preserve it and return it to its current location. Caltrans and SFCTA shall then rehabilitate it in a manner that preserves as much of the building's historic fabric as possible in accordance with requirements outlined in the BETP and the conditions detailed in the Historic Structures Report.

Caltrans and SFCTA, to the extent feasible, shall conduct moving, storing, preservation, and reconstruction of Building 201, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Preservation, Rehabilitation, Restoration, and Reconstruction* (National Park Service, 1995 and updates). The process for moving the top floor of Building 201 shall follow the approach outlined in John Obed Curtis' *Moving Historic Buildings* (American Association for State and Local History, 1975, reprint International Association of Structural Movers, 1991) and will adhere to the recommendations outlined in the 2007 feasibility report prepared for Buildings 201, 204 and 228. In addition, Building 201

shall be relocated by a professional mover with demonstrated experience in the successful movement of historic buildings. These efforts will be conducted in consultation with Trust.

f. Salvage

Caltrans and the SFCTA shall deconstruct Buildings 204 and 230, and the lower story of Building 201 and salvage the materials in consultation with the Trust FPO and in accordance with Presidio Trust policies for waste minimization in construction and demolition (see *Green Building Guidelines*, Presidio Trust, 2002 and updates). At a minimum, Caltrans and the SFCTA shall salvage all historic elements identified by the Trust FPO as being desired for preservation and/or reuse. Salvaged materials will include such elements as structural members, siding, windows, hardware, lighting and plumbing fixtures, and all such items that might be used in preserving and repairing other buildings of a similar vintage and construction. Salvaged materials will be transported and transferred to the responsibility of the Trust at a location to be designated by the Trust FPO and the Trust salvage coordinator. Materials that are salvaged will be documented and cataloged as part of the salvage process. Where feasible, historic vegetation will also be salvaged. Excavation for the Doyle Drive Undertaking may also uncover historic hardscape, such as paths and stairways. Material such as brick and cobblestones shall also be subject to recordation and salvage. This mitigation will be coordinated with monitoring measures defined in the ATP.

After Doyle Drive has been recorded in accordance with the appropriate level of HAER documentation as determined by the NPS, Caltrans and the SFCTA shall salvage all elements suitable for preservation and/or reuse. Because Doyle Drive will continue to be used by the traveling public, and the light standards, a contributing element of Doyle Drive, continue to deteriorate, they will be replaced on an as needed basis as public health and safety require, prior to the demolition of the facility. The Golden Gate Bridge and Transportation District has declined the offer of the salvaged light standard components for use on the Golden Gate Bridge. If another appropriate recipient is not located, the components will be disposed of properly.

g. Protection Measures During Construction

Protection measures, such as environmentally sensitive area (ESA) fencing, will be used to protect known resources during construction. These measures will be implemented for contributing elements of the PNHLD, including buildings and historic landscaping that are in close proximity to the construction zone but are not anticipated to be directly affected by demolition or construction activities related to the Undertaking. Protection measures outlined in the BETP will include, but are not limited to, shoring and other stabilization methods, fencing, scaffolding and debris netting and fire protection protocols such as no-smoking zones and other stabilization measures for structures as determined necessary to protect historic resources.

h. Monitoring

Caltrans and SCFTA will conduct monitoring of contributing elements of the PNHLD in proximity to the Undertaking to support the protection measures for the built environment and the cultural landscape. Monitoring protocols, which will be outlined in

the BETP, will include the location, frequency, and duration of monitoring for each resource type. Monitoring procedures will commence with pre-construction condition assessments of buildings and structures adjacent to the construction footprint in order finalize monitoring requirements for built resources. If unexpected effects to historic buildings or cultural landscape features are identified during construction, the provisions for protection, stabilization, or mitigation outlined in the BETP will be followed in consultation with the Trust FPO, NPS Golden Gate staff, the SHPO, and ACHP.

i. Rehabilitation of Buildings and Rehabilitation/Restoration of Cultural Landscape Features

Caltrans and the SFCTA shall conduct rehabilitation of the upper story of Building 201, and rehabilitation and/or restoration of cultural landscape features in consultation with the Trust and the NPS and shall follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Preservation, Rehabilitation, Restoration, and Reconstruction* (National Park Service, 1995 and updates), the *Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for the treatment of Cultural Landscapes* (National Park Service, 1996 and updates), and *Preservation Brief 36, Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes* (National Park Service, 1994).

Only portions of the Presidio's 1,491-acre cultural landscape will be affected by this Undertaking. Therefore, only specific areas, or sub-areas, of the larger cultural landscape will be subject to treatment as part of the mitigation measures for this Undertaking. The total area of the Doyle Drive construction corridor is approximately 115 acres. Approximately 86 acres are covered with buildings, roads, paved areas and ornamental landscape, lawn, isolated trees and shrubs. The remainder is covered with vegetation corridors. Most if this total area has been designated as historic and contributors to the PNHLD (see **Appendix F**). These areas will be defined in detail in the BETP. Replanting will require coordination with natural resource restoration plans, Caltrans landscape protocols, erosion control engineering, and the Trust's Vegetation Management Plan.

Caltrans and the SFCTA shall minimize to the extent feasible the effects of reconstructing portions of streets contributing to the PNHLD. In particular, Caltrans and the SFCTA shall reconstruct Halleck Street, which is being raised to accommodate the new Doyle Drive, to minimize visual effects where adjacent to Building 228. The paved walkway, approximately five feet in width and directly adjacent to the west elevation of the building, shall be reconstructed at the same elevation as the building in order to minimize the appearance of the building having sunk into the streetscape. Caltrans and the SFCTA shall also restore buildings, structures, objects, and sites that are contributors to the PNHLD that were not to be demolished, but are inadvertently damaged, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Preservation, Rehabilitation, Restoration, and Reconstruction* (National Park Service, 1995 and updates).

j. Post-Construction Condition Assessment and Re-evaluation of Resources

Following completion of construction of the new Doyle Drive, Caltrans and the SFCTA shall conduct a post-construction conditions assessment and re-evaluation, pursuant to NRHP criteria, of specific buildings that were previously identified as contributors to the PNHLD and portions of the cultural landscape of the PNHLD to assess whether they still retain sufficient historic integrity to convey their significance (see Appendix E).

k. Preparation of NHL Nomination for the Golden Gate Bridge

Within six months following the completion of construction of the new Doyle Drive, Caltrans and the SFCTA shall provide the NPS NHL Program in the Pacific West Regional Office with an updated NHL nomination. The original National Historic Landmark nomination form was prepared by the National Park Service in 1997 but the nomination process was never completed. The replacement of the contributing Doyle Drive, as well as current seismic reinforcement carried out by the Golden Gate Bridge Highway and Transportation District, will have altered this property, necessitating that the contributing elements be redefined for it to be nominated as a NHL.

l. Preparation of NHL Update for the Presidio of San Francisco

Within six months following the completion of construction of the new Doyle Drive, Caltrans and the SFCTA, in consultation with the Trust FPO and NPS shall provide the NPS NHL Program in the Pacific West Regional Office with the completed NHL nomination for the PNHLD (updating the existing 1993 National Historic Landmark nomination and any subsequent amendments).

m. Interpretation

Caltrans and the SFCTA will develop public interpretive material commensurate with the historic significance for the resources affected by the Undertaking. The ATP and BETP will present synchronized plans including the types of public and scholarly interpretation that shall be implemented. Interpretive products will include brochures, signage and panels, and other appropriate media for interpretation. The interpretation plans will also outline the locations where such interpretation would be installed or take place and identify any interpretation that might be needed prior to and during construction to educate Park visitors about the cultural resources protection measures being undertaken. These shall in part be informed by the findings of fieldwork such as HABS/HAER/HALS recordation and archaeological monitoring. Caltrans and the SFCTA shall coordinate interpretive objectives for mitigating effects to historic resources with the Presidio Trust and NPS interpretive program and methodologies.

2. ATP

The archaeology treatment plan (ATP) will describe in detail protection measures for archaeological resources and resources of importance to Indian tribes, because of cultural affinity, such as the establishment of environmentally sensitive areas (ESAs), use of preconstruction archaeological excavation, development of a plan for monitoring during construction, procedures to be followed when unanticipated discoveries are encountered, processes for evaluation and data recovery of discoveries, responsibilities and coordination with Indian tribes, NAGPRA compliance, and curation of recovered materials. The ATP

also outlines the mitigation requirements sufficiently for the purpose of developing a budget for all work, including studies, documentation, fieldwork, monitoring, and curation.

a. Pre-construction Exploration for Archaeological Resources

Though survey for the Doyle Drive Project did not identify specific historic archaeological features that would contribute to the NHL, some potential remains. One prehistoric archaeological site [CA-SFr-6/26] was located within the APE and has been determined eligible under Criterion D.

Caltrans and SFCTA will conduct additional archaeological investigations in order to inform monitoring requirements and avoid costly construction shutdowns. The pre-construction excavation methodology will be outlined in the ATP and depend on as-yet undetermined construction methodology. Updated baseline information and Trust operational monitoring that has occurred since the Undertaking's identification phase will be used to inform the location and extent of preconstruction testing.

b. Protection

Caltrans and SFCTA shall implement protection measures to protect the archaeological resource known as CA-SFr-6/26 during construction. Protection measures outlined in the ATP will include, but are not limited to, the establishment of an environmentally sensitive area (ESA), a plan describing the proposed location, frequency, and duration of monitoring for archaeological resources, and other protection measures as determined necessary to protect sensitive areas. These protection measures will be used also in the event that other archaeological resources are discovered during pre-construction or construction in proximity to the project area but are not anticipated to be directly affected by demolition or construction activities related to the Undertaking.

c. Monitoring

Caltrans and the SFCTA shall monitor the Undertaking's area of direct effect (ground disturbance) in order to ensure that the protection measures instituted for CA-SFr-6/26 are effective and in order to identify, assess, and determine the appropriate treatment of archeological resources which may be discovered.

d. Unanticipated Discoveries

As a result of the need to undertake planning to the maximum extent possible, a special requirement for protecting National Historic Landmarks pursuant to 36 CFR § 800.10, evaluation and data-recovery requirements for possible post-review discoveries are required, as detailed in the ATP. If potentially significant resources are encountered during pre-construction investigations or during construction, the archaeological monitor will temporarily halt or redirect construction activities in the area of the discovered resources so that further investigation can determine significance, and/or until FHWA can determine an appropriate course of action. The excavation methods employed would depend on several factors, including site structure and the type of materials present. If vulnerable to vandalism and/or inadvertent intrusions by machinery, the newly discovered resource shall be protected by an appropriate form of barrier. Construction activities will avoid any archaeological discovery until the archaeological monitor

indicates that the site-avoidance fencing can be removed and construction can resume in the area.

The FHWA shall obtain the views of the Trust, NPS and SHPO on FHWA's recommendation with respect to the NRHP eligibility of any property discovered during the course of the Undertaking. If the SHPO, NPS, or the Trust apprise FHWA and SFCTA, within thirty (30) calendar days of notification that they do not concur with the FHWA's recommendation with respect to the NRHP eligibility of any property discovered during the course of the Undertaking, FHWA shall request a determination from the Keeper of the National Register under the Secretary of the Interior in accordance with 36 CFR § 800.4(c).

The FHWA shall also notify federally recognized Indian tribes that may ascribe traditional cultural and religious values to the property and afford them forty-eight (48) hours to comment, if the property is of potential interest, as defined in the ATP. As no federally recognized tribes currently are affiliated with the area of the Undertaking, Caltrans will be responsible for notifying non-federally recognized tribes with cultural affinity, including the Muwekma Ohlone Tribe, and members of the Ohlone Indian Tribe, the Amah Mutsun of the Mission San Juan Bautista Indians, and the Mutsun Ohlone, which have participated in consultation to date, and afford them forty-eight (48) hours to comment, if the property is of potential interest, as defined in the ATP. Ohlone signatories to this Agreement document agree to participate in consultation herein outlined according to FHWA and Caltrans protocol. If Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony are uncovered, compliance with the Native American Graves Protection and Repatriation Act will be conducted by the Trust according to 43 CFR §10.

Caltrans and the SFCTA shall take all reasonable measures to preserve archaeological resources and unanticipated buried landscape elements. If historic properties are identified during monitoring that are in danger of being disturbed by construction, FHWA shall notify SHPO at the earliest possible time and consult to develop actions that will take the effects of the Undertaking into account. FHWA shall notify SHPO of any time constraints, and FHWA and SHPO shall mutually agree upon time frames for consultation. Caltrans/FHWA may participate in this consultation. FHWA shall provide SHPO with written recommendations reflecting its consultation with SHPO. FHWA will take into account any timely comments provided by the SHPO prior to making a final decision on how to treat the discovery. If SHPO does not object to FHWA's recommendations within the agreed upon time frame, FHWA shall require Caltrans and the SFCTA to modify the scope of work as necessary to implement the recommendations.

Caltrans and SFCTA shall treat historic properties under the above conditions according to the procedures detailed in the ATP. Such procedures shall include the recovery of a representative sample of the significant archaeological deposits that the implementation of the Undertaking would destroy. The ATP shall establish the size and extent of such representative sample and shall design the recovery of such data to address research themes of interest to the archaeological research community, Indian tribes with cultural affinity, and the public.

e. Curation

All archaeological and historical materials/collections/artifacts recovered from the Presidio in Area B are the property of the United States government and under the span of control of the Trust FPO. No collections may leave the Presidio without written consent and only for special analyses or on loan for exhibition. Treatment of collections, including cataloging and discarding, will be accomplished in accordance with the ATP. Caltrans and the SFCTA shall evaluate all historical materials/collections/artifacts for research potential and significance and shall provide written reports on these findings. Caltrans and SFCTA shall provide the appropriate level of curation and treatment of these materials to ensure maximum preservation in a museum collection. Caltrans and the SFCTA shall ensure that all Undertaking collections be evaluated, accessioned, catalogued, curated, and documented by professionals in their field meeting national museum management standards and the NPS collections management standards.

f. Public Interpretation

Should any archaeological resources be affected by the Undertaking, Caltrans and the SCFTA will coordinate the findings and interpretive opportunities with the interpretations developed for the built environment (see Stipulation III.1.n). Interpretive products will include the brochures, signage and panels, and other appropriate media for interpretation. The interpretation plans will also outline the locations where such interpretation would be installed or take place and identify any interpretation that might be needed prior to and during construction to educate Park visitors about the cultural resources protection measures being undertaken. Caltrans and the SFCTA shall coordinate interpretive objectives for mitigating effects to historic properties with the Presidio Trust and NPS interpretive program and methodologies.

B. Implementation

Over the course of the execution of the ATP and the BETP, Caltrans and SFCTA will convene regular meetings of a treatment oversight panel (TOP), which will review and coordinate mitigation activities among responsible parties and communicate progress. The TOP will be comprised of professionally qualified representatives from Caltrans and the SFCTA, and the Trust FPO, and NPS, and include FHWA and others as deemed appropriate by FHWA. Caltrans and the SFCTA shall be responsible for scheduling and convening the TOP. The TOP will meet to review the development and finalization of the treatment details and resulting reports. The TOP will also confer as needed regarding concerns about the implementation of the stipulations outlined in the ATP and the BETP. The TOP will also consult with interested parties, as appropriate, during the implementation of the ATP and the BETP, and will involve the interested parties in the review of any substantive revisions to the ATP and the BETP. FHWA shall receive minutes of TOP meetings and shall have final authority over the plans reviewed by the TOP. Caltrans is ultimately responsible to the FHWA for the completion of the mitigation measures.

The Mitigation Implementation Plan (MIP) is a communication tool for coordinating construction phasing with the treatment measures. It will combine requirements of the ATP and the BETP with design/construction information to provide detailed guidance for the temporal and geographical phasing of treatment measures in the field. The plan will elaborate upon the schedule for pre-construction phase of treatment, treatment that will be implemented during construction of the Undertaking, and post-construction treatment. The plan will also include a process for communication amongst the Agreement signatories. Caltrans and the SFCTA shall

complete the MIP, in consultation with the Presidio Trust and NPS during the pre-construction phase of the project in order to provide direction for mitigations measures that must be phased first, such as pre-condition assessments. When the Undertaking's Draft Plans Specification and Estimates are circulated among the project proponents, Caltrans and SFCTA shall update the MIP and distribute it to the signatories.

IV. ADMINISTRATIVE STIPULATIONS

A. Electronic Information Management

The Doyle Drive Project will use a secure internet-based collaboration tool that allows project teams to communicate easily regardless of their location. Technical documents prepared in accordance with this Agreement will be uploaded by SFCTA to this internet site for access by signatories, consulting parties, and interested parties as needed.

B. Reporting

On or before January 30th and June 30th of each reporting year so long as this Agreement is in effect, Caltrans shall prepare and provide to all parties to this Agreement a semi-annual report (Report) describing how the FHWA is carrying out its responsibilities under this Agreement. FHWA shall ensure that the Report is made available to the public and that potentially interested persons and members of the public are invited to provide comments to the FHWA, as well as to the ACHP and SHPO. At the request of the ACHP or SHPO, FHWA shall supplement this process through meeting(s) to address comments and/or questions. The Report shall include, at a minimum:

1. List of all studies, reports, actions, evaluations, or monitoring reviewed or generated under the Stipulations of this Agreement.

2. Efforts to identify and/or evaluate potential historic properties, monitoring efforts, archaeological management assessments or research designs, and treatment of historic properties.

3. Any recommendations to amend this Agreement or improve communications among the parties.

In addition, Caltrans, in consultation with FHWA, will prepare reports at the completion of each phase of work (pre-construction, during construction and post-construction) for distribution to all of the signatories to this Agreement.

C. Professional Standards and Report Dissemination

All activities regarding history, collections management, historical archaeology and prehistoric archaeology, architecture, landscape architecture, and architectural history that are accomplished pursuant to this Agreement will be carried out by or under the direct supervision of persons meeting the "Secretary of the Interior's Professional Qualification Standards."

Caltrans and the FHWA shall ensure that all reports resulting from implementation of the ATP and the BETP meet contemporary professional standards and the *Secretary of the Interiors Standards for the Treatment of Historic Properties* (National Park Service, 1995 and updates); the *Secretary of the Interior's Standards and Guidelines for Archaeological Documentation* (National Park Service, 1983 and updates); and the "Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation" (*Federal Register*, 2003). Copies of all final reports will be provided to the Trust, SHPO, the Northwest Information Center at Sonoma State University, the NPS Golden Gate Park Archives and Records Center, the NPS Pacific West Regional Office, and other interested parties as appropriate, such as Indian tribes, the Native American Heritage Commission, the San Francisco Public Library, historical societies, and professional archaeological societies.

D. Confidentiality

The signatories to this Agreement acknowledge that the handling of documentation regarding historic properties covered by this Agreement are subject to the provisions of § 304 of the National Historic Preservation Act of 1966, where federal land is involved and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archeological site information, where non-federal land is involved. Having so acknowledged, the signatories will ensure that all actions and documentation prescribed by this Agreement are consistent with said sections, as applicable.

V. AMENDMENT

If any signatory to this Agreement, including any invited signatory, proposes an amendment to its terms, that party shall consult with the other parties to develop an amendment. The amendment will be effective on the last date a copy of it is signed by all of the signatories in counterpart. If the signatories cannot agree to appropriate terms to amend the Agreement, any signatory may terminate the Agreement in accordance with Stipulation VII, below.

To address minor changes in the Undertaking or the treatment of historic properties affected by the Undertaking, FHWA may propose revisions to one or both Historic Properties Treatment Plans or to the MIP to the other parties to this Agreement. Upon the written concurrence of SHPO, Caltrans, NPS, SFCTA, and the Trust, FHWA may revise the plan(s) or MIP to incorporate the agreed upon changes without executing a formal amendment to this Agreement.

VI. DISPUTE RESOLUTION

Should any 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 such party to resolve the objection. If FHWA determines that such objection cannot be resolved within 15 calendar days, FHWA shall:

Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. FHWA will also provide a copy to all signatories and concurring parties. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, 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. FHWA will then proceed according to its final decision.

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

FHWA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VII. TERMINATION

If any signatory believes that the terms of this Agreement are not being carried out or cannot be carried out, they may request that construction stop where historic properties are threatened while the terms of the Agreement are amended per Stipulation V above. If within thirty (30) days, or another time period agreed to by all signatories, an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

If this Agreement is terminated for any reason, and FHWA determines that the Undertaking will proceed, FHWA will either execute a new Agreement with the signatories under 36 CFR § 800.6(c)(1), or request, take into account, and respond to, the comments of the ACHP pursuant to 36 CFR § 800.7 FHWA shall notify the signatories as to the course of action it will pursue.

VIII. RESOLUTION OF PUBLIC OBJECTIONS

If any member of the public objects to any actions proposed in compliance with this Agreement or the manner in which the provisions of this Agreement are implemented, FHWA shall immediately notify the other signatories in writing of the objection and take the objection into account. FHWA shall consult with the objecting party and, if the objecting party so requests, with any or all of the other signatories, for no more than thirty (30) calendar days. Within fourteen (14) calendar days following closure of the consultation period, FHWA shall render a decision regarding the objection and notify all parties of this decision in writing. In reaching its decision, FHWA shall take comments from all parties into account. FHWA's decision regarding resolution of the objection will be final. No provision of this stipulation will preclude FHWA and Caltrans from continuing to implement any provision of the Agreement that is subject to public objection.

IX. DURATION

If FHWA determines that construction of the Undertaking has not been initiated within ten years following execution of this Agreement, the signatories shall consult to reconsider its terms. Reconsideration may include continuation of the Agreement as originally executed, amendment, or termination.

This Agreement will be in effect through FHWA's implementation of the Undertaking, and will terminate and have no further force or effect when FHWA, in consultation with the other signatories, determines that the terms of this Agreement have been fulfilled in a satisfactory manner. FHWA shall provide the other signatories with written notice of its determination and of termination of this Agreement.

X. EXECUTION

FHWA shall ensure that each party is provided with a copy of the fully executed Agreement. This Agreement will become effective on the date that the last signatory has signed the Agreement.

Execution and implementation of this Agreement evidence that FHWA, NPS, and the Trust have afforded the ACHP a reasonable opportunity to comment on the Undertaking and the effect of the Undertaking on historic properties, and have themselves taken into account the effect of the Undertaking on historic properties.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By: Vincent Mammano Date: 8/27/08

Name: for Gene Fong

Title: Division Administrator, California

PRESIDIO TRUST

By: Craig Middleton Date: 9/2/08

Name: Craig Middleton

Title: Executive Director

NATIONAL PARK SERVICE

By: Jonathan B. Jarvis Date: 9/12/08

Name: Jonathan B. Jarvis

Title: Regional Director, Pacific West Region

By: _____ Date: 9-18-08

Name: Brian O'Neill
Title: General Superintendent, Golden Gate National Recreation Area

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: 29 SEP 2008

Name: Milford Wayne Donaldson
Title: State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: 10/7/08

Name: John Fowler
Title: Executive Director
for

INVITED SIGNATORIES

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ Date: 9-18-08

Name: Bijan Sartipi
Title: District 4 Director

DEPARTMENT OF VETERANS AFFAIRS

By: _____ Date: 9-22-08

Name: Donald F. Rinker
Title: Memorial Service Network V, National Cemetery Administration

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: _____ Date: 9/18/08

Name: Jose Luis Moscovich

Title: Executive Director

SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By: _____ Date: 9/24/08

Name: Yomi Agunbiade

Title: General Manager

Concurring Parties

National Trust for Historic Preservation

By: _____ Date: _____

Name: Anthea Hartig, PhD

Title: Director, Western Regional Office

Presidio Historical Association

By: _____ Date: _____

Name: Gary Widman

Title: President

San Francisco Architectural Heritage

By: _____ Date: _____

Name: Jack Gold

Title: Executive Director

Muwekma Ohlone Tribe

By: _____ Date: _____

Name: Rosemary Cambra

Title: Chairperson

Amah Mutsun of Mission San Juan Bautista Indians

By: _____ Date: _____

Name: Irenne Zwierlein

Mutsun Ohlone

By: _____ Date: _____
Name: Jakki Kehl

Ohlone Indian Tribe

By: _____ Date: _____
Name: Andrew Galvan

California Heritage Council

By: _____ Date: _____
Name: William Applegate
Title: President