PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE STREAMLINING OF SECTION 106 REVIEW FOR PROJECTS INVOLVING BRIDGES CONSTRUCTED UNDER DEPRESSION-ERA FEDERAL RELIEF PROGRAMS (1933-1945)

WHEREAS, the Federal Highway Administration (FHWA) has determined that the construction and improvement of highways and bridges with Federal Aid Highway funds (Federal-aid) to the Oklahoma Department of Transportation (ODOT) may affect bridges that were constructed under the Depression-era federal relief programs (1933-1945) [federal relief programs] and that are listed in or eligible for listing in the National Register of Historic Places (NRHP) [historic bridges];

WHEREAS, FHWA, ODOT, and the SHPO recognize the significant impacts of the federal relief programs on Oklahoma's economy, especially those that constructed infrastructure, including bridges;

WHEREAS, due to the number and common types of bridges associated with the federal relief programs and the need to replace those that have deteriorated so that they are unable to function adequately, FHWA, ODOT, the SHPO, and the ACHP believe that a programmatic approach to streamline the Section 106 process will expedite necessary transportation improvement projects and produce more meaningful mitigation of adverse effects to historic bridges;

WHEREAS, in 1993 ODOT completed an inventory and evaluation of metal truss and concrete and stone arch bridges constructed before 1955 entitled *Spans of Time: Oklahoma Historic Highway Bridges* and updated it in 2007. To supplement this work, FHWA and ODOT initiated a study entitled *Depression-era Bridges and Road-related Resources, 1933-1945; Historic Context and National Register of Historic Places Evaluation* (hereinafter referred to as the "Study") to inventory and evaluate Depression-era bridges constructed between 1933 and 1945 (subject bridges), concentrating on those associated with federal relief programs;

WHEREAS, ODOT has completed the Study and made it publicly available at http://www.odotculturalresources.info/depression-era-works-programs.html;

WHEREAS, ODOT in consultation with the SHPO, developed three Categories of depression-era bridges in the Study to identify those individual structures and

concentrations of structures that convey their historical significance through association with a federal relief program and that retain their integrity which are described below:

Category 1 Structures - 1,097 common bridges and culverts listed in Appendix C of the Study that are undistinguished from an engineering or architectural perspective and lack the integrity to convey their significance (see *A Context for Common Historic Bridge Types.* NCHRP Project 25–25, Task 15, October 2005);

Category 2 Structures – 2,366 bridges listed in Appendix D of the Study that do not meet the themes identified in the Study that require no further individual review to assess their NRHP eligibility;

Category 3 Structures – 50 individual bridges and 98 clusters or concentrations of bridges are listed in Appendix E of the Study. Upon initial review of bridge inspection files, these structures appeared to convey their historical significance through association with a Depression-era federal relief program and therefore warranted further individual evaluation to determine their NRHP eligibility;

WHEREAS, FHWA consulted with the Advisory Council on Historic Preservation (ACHP) and the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (Section 106) (54 U.S.C. § 306108);

WHEREAS, in May and June 2013, ODOT contacted Oklahoma's seventy-seven county governments and seventy-eight municipalities that own bridges from this time period and informed them of ODOT's intent to complete this study and evaluation;

WHEREAS, on April 1, 2014, ODOT contacted 15 Main Street Managers and Certified Local Government (CLG) coordinators for municipalities that have bridges located within their city limits and informed them of ODOT's intent to complete this study and evaluation;

WHEREAS, ODOT and FHWA contacted 38 Federally-recognized Indian tribes (Tribes) with ancestral lands and current jurisdictional boundaries in Oklahoma about this Agreement and provided a link to the supporting studies: http://www.odotculturalresources.info/depression-era-works-programs.html;

WHEREAS, ODOT and FHWA consulted with the Historic Bridge Foundation, the Oklahoma Historic Bridge and Highway Group, and Preservation Oklahoma, Inc. regarding the survey project intent, its status, and the Programmatic Agreement;

WHEREAS, in order to expand the use of the context studies on which this Programmatic Agreement is based, it is the intent of SHPO that other federal agencies planning federal undertakings in Oklahoma may utilize the studies, procedures and stipulations in this Agreement to satisfy their Section 106 obligations with respect to 1933-1945 Depression-era bridges and culverts;

WHEREAS, nothing in this Programmatic Agreement absolves FHWA, ODOT, or any other federal agencies that may use this Agreement from the obligation to comply with the Section 106 consultation process with respect to the identification, assessment, and treatment of other types of objects, structures, buildings, sites, and districts located within the area of potential effect of an undertaking and which are listed in or may be eligible for inclusion in the National Register of Historic Places; and

NOW THEREFORE, FHWA, ODOT, SHPO, and ACHP are signatories to this Programmatic Agreement and agree that the Federal aid programs in the State of Oklahoma that may impact Federal relief program bridges shall be implemented in accordance with the following Stipulation to satisfy FHWA's Section 106 responsibilities for its Undertakings and integrate historic preservation compliance considerations into the planning of these undertakings.

STIPULATIONS

In coordination with ODOT, FHWA will ensure that the following measures are implemented:

I. Public Outreach

a. Within three (3) years of the execution of this agreement, ODOT shall produce, or cause to be produced, a citizen's guide to the Programmatic Agreement or a public version of the context developed for federal relief program Bridges in Oklahoma (with photographs) and make it publicly accessible on its website cited above.
b. Within three (3) years of the execution of this Agreement, ODOT shall produce an interactive Google Earth layer and make it available on its website. ODOT shall provide the information to any federal/state agency or other interested party upon request. The interactive layer will illustrate the location of all bridges constructed between 1933 and 1945 that have a confirmed association with a federal relief program. The location points will allow the user to retrieve an inventory form for each structure. Photographs will be provided for those warranting further evaluation to determine their NRHP eligibility as individual properties or as contributing resources to a concentration of structures. A narrative description and statement of significance will be provided for structures determined eligible for the NRHP as individual properties or as contributing resources to a concentration of structures.

II. Streamlined Section 106 Review Process

a. Based on the Study, FHWA and ODOT will consider the following bridge Categories to be exempted from individual consideration as historic properties subject to Section 106 in the planning and development of federal-aid projects. However, all other historic properties within the

direct or indirect area of potential effect (APE) of a federal-aid project shall be reviewed as such pursuant to the requirements of 36 CFR Part 800.

i. Category 1 Structures. The 1,097 bridges identified in Appendix C of the Study as "concrete culverts (reinforced)" , "steel culverts", or "small structures" shall require no further evaluation to determine NRHP eligibility and are exempt from further consideration under Section 106

ii. Category 2 Structures. The 2,366 bridges that do not meet the themes identified in Appendix D of the Study shall require no further evaluation to determine NRHP eligibility and are exempt from further consideration under Section 106, with the exception of those located on one of Oklahoma's four National Scenic Byways

b. Category 3 Structures: For those bridges listed in Appendix E of the Study, ODOT will carry out case-by case Section 106 evaluation to determine their NRHP eligibility and assess the adverse effects of an undertaking pursuant to 36 CFR Sections 800.4 and 800.5. If determined eligible for inclusion in the National Register of Historic Places, the following abbreviated process to resolve adverse effects may be followed to resolve any adverse effects:

i. Abbreviated Consultation Process: After taking into consideration the significance of the historic properties affected, the nature of the adverse effect(s), and avoidance or minimization of the adverse effect(s), FHWA and ODOT may propose in writing to the consulting parties to resolve the adverse effects of the Undertaking through the application of one or more Treatment Measures outlined in Appendix A.

ii. If SHPO and other consulting parties concur with FHWA, and provided there are no other historic properties which may be adversely affected by the Undertaking, the use of these Treatment Measures shall not require the execution of a project-specific Memorandum of Agreement (MOA) or Programmatic Agreement. FHWA will provide the ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(l), stating that adverse effects will be resolved by use of the standard Treatment Measures identified in this Agreement.

iii. In consultation with the SHPO and other consulting parties. FHWA and ODOT shall propose in writing the implementation of a specific Treatment Measure, or combination of Treatment Measures, with the intent of expediting the resolution of adverse effects, and provide documentation as required by 36 CFR §

800.11(e) and subject to the confidentiality provisions of 36 CFR § 800. 11(c).

iv. Unless a consulting party objects within 15 days of receipt of FHWA's and ODOT's proposal, FHWA and ODOT may proceed with the implementation of the Treatment Measure(s) to conclude the Section 106 review.

v. If any of the consulting parties object within the 15 day review and comment period to the resolution of adverse effects through the application of the Abbreviated Consultation Process, FHWA and ODOT shall resolve the adverse effect(s) using procedures outlined in 36 CFR Part 800.6 and proceed to develop an individual MOA in consultation with the SHPO, other consulting parties, and ACHP as appropriate.

vi. Because implementation details of Treatment Measures for specific Undertakings may vary by project, FHWA and ODOT shall provide written notice to the SHPO and other consulting parties within sixty (60) days of the completion of the Treatment Measure(s). This written notice will serve as confirmation that the Treatment Measure(s) for a specific Undertaking have been implemented.

vii. FHWA will submit an annual report to the SHPO and ACHP each year the agreement is in effect with the first report due on October 15, 2016. The report shall indicate the number of undertakings implemented pursuant to the agreement, and document the use of the standard treatment options to mitigate adverse effects.

c. Memorandum of Agreement: Following the process above, if there are other historic properties that may be adversely affected, or if for any other reason, FHWA and ODOT in consultation with the SHPO and other consulting parties may determine that an individual MOA would be more appropriate to resolve adverse effects. In consultation with the SHPO and other consulting parties, including the ACHP (if participating), FHWA and ODOT shall develop an MOA, in accordance with 36 CFR § 800.6(c) to stipulate agreed upon treatment measures to avoid, minimize, and/or mitigate adverse effects on historic properties.

III. Standard Section 106 Review

a. All other historic properties shall be subject to standard Section 106 review as set forth in the ACHP's regulations (36 CFR Part 800), including project-specific consultation with Native American tribes and Federal relief programs bridges not covered by Section II, above.

IV. Emergency Situations

For the purposes of this Agreement, emergencies are defined as occurrences that require emergency highway system and 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 and facilities; 3) protect remaining highway facilities; or 4) restore essential traffic. FHWA and ODOT have entered into an "Addendum" to an existing "Programmatic Agreement Among the Federal Emergency Management Agency, the Oklahoma State Preservation Officer, the Oklahoma Archeological Survey and the Oklahoma Department of Emergency Management" to include The Federal Highway Administration Oklahoma Division and the Oklahoma Department of Transportation regarding emergency situations. This agreement encompasses Section 106 consultation for any present and future emergency declarations in Oklahoma.

V. Amendments

a. Any signatory party to this Agreement may at any time propose amendments, whereupon all signatory parties shall consult to consider such amendment. This Agreement may be amended only upon written concurrence of all signatory parties.
b. Each attachment to this Agreement may be individually amended through consultation of the signatory parties without requiring amendment of the Agreement, unless the signatory parties through such consultation decide otherwise.
c. Appendix A (Treatment Measures) may be amended at the request of FHWA or another Signatory. FHWA, on its own behalf or on behalf of another Signatory, shall notify the Signatories of the intent to modify the current Appendix and shall provide a draft of the updated Appendix to all signatory parties. If no other Signatory objects in writing within 30 days of receipt of FHWA's proposed modification, FHWA shall date and sign the amended Appendix and provide a copy of the amended Appendix to the other Signatories.
d. A fully executed copy of the amendment, including any attachments, exhibits, and appendices, must be filed with the ACHP. Such an amendment shall go into effect on the date the Amendment is filed with the ACHP.

VI. Resolving Objections to Implementation of this Agreement

a. Should any signatory party object in writing to FHWA regarding the manner in which the terms of this Agreement are carried out, FHWA will immediately notify the other signatory parties of the objection and proceed to consult with the objecting party to resolve the objection. FHWA will honor the request of any signatory party to participate in the consultation and will take any comments provided by such parties into account. The FHWA shall establish a reasonable time frame for such consultations.

b. If the objection is resolved through consultation, FHWA may authorize the disputed action to proceed in accordance with the terns of such resolution.
c. If after initiating such consultation, FHWA determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to the Council and other signatory parties, including FHWA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, Council shall exercise one of the following options:

    i. Advise FHWA that Council concurs in FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly; or
    ii. Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or
    iii. Notify FHWA that the objection will be referred for comment pursuant to 36 CFR 800.7(a)(4) and proceed to refer the objection and comment. In this event, FHWA shall ensure that the Agency Official is prepared to take the resulting comments into account in accordance with 36 CFR 800.7(a)(4).

d. Should Council not exercise one of the foregoing options within 30 days after receipt of all pertinent documentation, FHWA may assume Council's concurrence in its proposed response to the objection.
e. FHWA shall take into account any Council recommendation or comment and any comments from the other signatory parties to this Agreement in reaching a final decision regarding the objection. FHWA's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.
f. FHWA shall provide all other signatory parties to this Agreement with a written copy of its final decision regarding any objection addressed pursuant to this Stipulation.
g. FHWA may authorize any action subject to objection under this Stipulation to proceed, provided the objection has been resolved in accordance with the terns of this Stipulation.
h. At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory party to this Agreement, that signatory party shall immediately notify FHWA. FHWA shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment on the objection to FHWA. FHWA shall establish a reasonable time frame for this comment period. FHWA shall consider the objection, and in reaching its decision, FHWA will take all comments from the other parties into account. Within 15 days following closure of the comment period, FHWA will render a decision regarding the objection

and respond to the objecting party. FHWA will promptly notify the other parties of its decision in writing, including a copy of the response to the objecting party. FHWA's decision regarding resolution of the objection will be final. Following the issuance of its final decision, FHWA may authorize the action subject to dispute hereunder to proceed in accordance with the terns of that decision.

VII. Severability and Termination

a. FHWA, ODOT, the SHPO, or ACHP may terminate this Agreement by providing 30 days written notice to the other Signatories, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FHWA shall comply with Section 106 through other applicable means pursuant to 36 CFR Part 800 regarding individual actions which would otherwise be covered by the terms of this agreement. Upon such determination, FHWA shall provide all other Signatories and the ACHP with written notice of the termination of this Agreement.
b. This Agreement may be terminated by the implementation of a subsequent Agreement, pursuant to 36 CFR § 800.14(b), that explicitly terminates or supersedes this Agreement, or by FHWA's implementation of Alternate Procedures, pursuant to 36 CFR § 800.14(a).

VIII. Initiation, Duration and Extension

a. Implementation of the streamlining measures and procedures outlined in this Agreement may begin immediately upon the Agreement’s execution by all Signatories. This Agreement shall remain in effect from the date of execution for a period not to exceed 10 years, with reviews at five years and six months prior to the 10-year mark unless otherwise extended pursuant to Stipulation VII.B below, or terminated pursuant to Stipulation VI.B. or VI. C. above, Severability and Termination.
b. The Signatories may collectively agree to extend this Agreement to cover an additional 10 years, or portion thereof, through an amendment per Stipulation IV.A., provided that the original Agreement has not expired. There shall be no limit on the number of times this agreement can be extended.

EXECUTION AND IMPLEMENTATION of this Agreement evidence that the FHWA has satisfied its responsibilities for all individual undertakings concerning Federal Aid projects that involve federal relief program bridges in Oklahoma. It does not address other types of resources that may be affected as a result of the Federal –Aid Highway Program

SIGNATORIES

Mary M. Corino, Division Administrator
Federal Highway Administration

10.19.15
Date

John M. Fowler, Executive Director,
Advisory Council on Historic Preservation

10/22/15
Date

Bob L. Blackburn,
Oklahoma State Historic Preservation Officer

Oct 14, 2015
Date

Mike Patterson
Director
Oklahoma Department of Transportation

10/19/15
Date

Appendix A: Treatment Measures

If Undertakings result or will result in adverse effects, FHWA, ODOT, and the SHPO may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. This Appendix may be amended in accordance with Stipulation IV.B. of this Agreement, Amendments.

A. Recordation

In accordance with Section 110(b) of the NHPA, prior to project implementation, including any demolition, ground disturbing, or construction activities, FHWA and ODOT shall submit to the SHPO for review the agreed-upon documentation listed below.

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The digital photography package will meet the standards cited in the NPS' ***National Register of Historic Places Photographic Policy March 2010*** or subsequent revisions (http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm).

    a. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

    b. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs (per *NPS Photographic Policy*), a completed state architectural inventory form, and a written site history of the historic property.

    c. The designated responsible party shall submit the digital photography package to the SHPO for review and approval. Once approved by the SHPO, the designated responsible party shall

submit a copy of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

2. 35mm Black and White Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm black and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

    a. The 35 mm black and white film photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

    b. The 35 mm black and white film photography package shall include one (1) full set of 35mm black and white photographs printed on fiber-based paper, the corresponding 35mm film negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

    c. The designated responsible party shall submit the 35 mm black and white film photography package the SHPO for review and approval. Once approved by the SHPO, the designated responsible party shall submit a copy of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

3. Large Format Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a large format photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

    a. The large format photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials.

Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

b. The large format film photography package shall include one (1) full set of 4 x 5 or 5 x 7-inch photographs printed on fiber-based paper, the corresponding 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

c. The designated responsible party shall submit the large format film photography package to the SHPO for review and approval. Once approved by the SHPO, the designated responsible party shall submit copies of the approved documentation to a local historical society, archive, and/or local library for permanent retention.

B. Design Review by the SHPO

Prior to project implementation, including any demolition, ground disturbing, or construction activities, FHWA and ODOT shall submit to the SHPO for review and comment plans, drawings, and specifications which will, to the greatest extent possible, preserve the basic character of a structure, including: design, scale, massing, fenestration patterns, orientation, and materials. Primary emphasis will be given to the major, visible street elevations. Significant contributing features (e.g., windows, doors, porches, or trim) will be repaired or replaced either in kind, or with substantially in kind materials that match all visual aspects of the historic features. Aesthetic camouflaging treatments such as paints, veneers, texture compounds, other surface treatments, sympathetic infill panels, or landscaping features will be incorporated to the greatest extent possible. Construction bid documents (drawings and specifications) will be provided for SHPO review, comment, and approval. SHPO shall provide comments and recommendations within thirty (30) days of receipt.

C. Public Interpretation

Prior to project implementation, FHWA and ODOT shall work with the SHPO to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO and the designated responsible party shall

continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

D. Historical Context Statements and Narratives

Prior to project implementation, FHWA and ODOT shall work with the SHPO to determine the topic and framework of a historic context statement or narrative the designated responsible party shall be responsible for completing. The statement or narrative may focus on an individual property, a historic district, a set of related properties, or relevant themes as identified in the statewide preservation plan. Once the topic of the historic context statement or narrative has been agreed to, the designated responsible party shall continue to coordinate with the SHPO through the drafting of the document and delivery of a final product. The SHPO shall have final approval over the end product. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

E. Oral History Documentation

Prior to project implementation, FHWA and ODOT shall work with the SHPO to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral history project have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO through the data collection, drafting of the document, and delivery of a final product. The SHPO shall have final approval over the end product. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. Historic Property Inventory

Prior to project implementation, FHWA and ODOT shall work with the SHPO to establish the appropriate level of effort to accomplish a historic property inventory. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO through the data collection process. The designated responsible party shall use SHPO guidance for the survey of historic properties and SHPO forms as appropriate. The designated responsible party shall prepare a draft inventory report, according to SHPO templates and guidelines, and work with the SHPO until a final property inventory is approved. The

designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

G. National Register and National Historic Landmark Nominations

Prior to project implementation, FHWA and ODOT shall work with the SHPO to identify the individual properties that would benefit from a completed National Register or National Historic Landmark nomination form. Once the parties have agreed to a property, the designated responsible party shall continue to coordinate with the SHPO through the drafting of the nomination form. The SHPO shall provide adequate guidance to the designated responsible party during the preparation of the nomination form and shall process the final nomination in accordance with 36 CFR Part 60 for submission to the Keeper of the National Register. The designated responsible party shall make revisions as requested by the Oklahoma Historic Preservation Review Committee (State Review board) or the Keeper. The designated responsible party shall use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

H. Geo-References of Historic Maps and Aerial Photographs

Prior to project implementation, FHWA and ODOT shall work with the SHPO to identify the historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial photographs have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO through the scanning and geo-referencing process and shall submit drafts of paper maps and electronic files to the SHPO for review. The SHPO shall have final approval on the quality of the documentation provided by the designated responsible party. The final deliverable shall include a paper copy of each scanned image, a geo-referenced copy of each scanned image, and the metadata relating to both the original creation of the paper maps and the digitization process.

I. Historic American Engineering Record Documentation

Prior to project implementation, FHWA and ODOT shall work with the SHPO to ensure that the existing bridge will be recorded at the equivalent of Level II documentation as specified by the Historic American Engineering Record (HAER). This will include the following:

1. High Quality, 35 mm black and white photographs, of the bridge documenting its present appearance and major structural or decorative details, together with all negatives or archival gold CD containing digital TIFF files that meet or exceed the minimum requirement for pixel depth. The photographs will be a minimum 4" x 6" and no larger

than 8" x 10", and will be clearly labeled with the following information:

a. Name of property;
b. Location (county, city, state, and street address);
c. Name of photographer;
d. Date of photograph;
e. Location of photographic negative;
f. Indication of direction camera is pointing;
g. Number of photograph in series.

Photographs are to be submitted and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.

2. Photographic reproduction of selected original construction plans and historic photographs, if they exist.

3. Preparation of a brief written technical description of the bridge and historical summary.

All documentation will be edited, catalogued and packaged in a manner acceptable to the SHPO. The Oklahoma SHPO will be the repository for the documentation.

AMENDMENT #1 TO THE
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AMONG
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THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE, AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE STREAMLINING OF SECTION 106 REVIEW FOR PROJECTS
INVOLVING BRIDGES CONSTRUCTED UNDER DEPRESSION- ERA
FEDERAL RELIEF PROGRAMS (1933-1945)

WHEREAS, the Federal Highway Administration (FHWA), Oklahoma Department of Transportation (ODOT), Oklahoma State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation (ACHP) executed the programmatic agreement, on October 22, 2015 (2015 Agreement); and

WHEREAS, FHWA and ODOT propose revisions to the 2015 Agreement in order to extend the agreement; and

NOW, THEREFORE, in accordance with Stipulations V.a. and VIII.b. of the Agreement, the Federal Highway Administration (FHWA), Oklahoma Department of Transportation (ODOT), Oklahoma State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation (ACHP) agree to:

1. Amend Stipulation VIII **so that it reads as follows:**

Stipulation VIII. Initiation, Duration and Extension

a. Implementation of the streamlining measures and procedures outlined in this amended Agreement may begin immediately upon the amended Agreement's execution by all Signatories. This amended Agreement shall remain in effect from the date of execution for a period not to exceed five (5) years, unless otherwise extended pursuant to Stipulation VIII.b. below or terminated pursuant to Stipulation VII.b. or VII. c.

b. The Signatories may collectively agree to extend the amended Agreement to cover an additional two (2) years, or portion thereof, through an amendment per Stipulation V.a., provided that the amended Agreement has not expired. The amended Agreement may only be extended one time.

SIGNATORIES

SIGNATORY
FEDERAL HIGHWAY ADMINISTRATION

By: Souzan Bahavar Date: 10/17/2025

Souzan Bahavar, FHWA Oklahoma Division Administrator

SIGNATORY
ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: 10/21/2025

Reid Nelson, Executive Director
Advisory Council on Historic Preservation

SIGNATORY
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: 10/14/2025

Lynda Ozan, Deputy State Historic Preservation Officer

INVITED SIGNATORY
OKLAHOMA DEPARTMENT OF TRANSPORTATION

By: _____ Date: 10/8/2025

Joe Brutsché, ODOT Environmental Programs Division Manager