

PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD,
ALASKA

Executed the 27th of April, 2020

Expires 2045

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1 **WHEREAS**, the Department of the Interior, Bureau of Land Management (BLM) may issue a right-of-
2 way (ROW) grant authorization across federal lands for an all-season, private industrial access road, to the
3 Ambler Mining District, pursuant to the Federal Lands Policy and Management Act of 1976 (43 United
4 States Code [USC] 1701); and

5 **WHEREAS**, the Alaska Industrial Development and Export Authority (AIDEA) is the Permittee and has
6 proposed to construct, operate, maintain, and eventually remove the road and related features (Project). The
7 Project will include construction of bridges, material sites, maintenance stations, airstrips, and related
8 ancillary features, and will be built in Phases, beginning with a seasonal, single-lane, gravel pioneer road
9 (Phase I), which will be upgraded in Phase II, and expanded into a 2-lane gravel road in Phase III. AIDEA
10 anticipates the road will have a life of approximately 50 years, at which point the road will be removed and
11 reclaimed; and

12 **WHEREAS**, the BLM has determined through consultation with the Alaska State Historic Preservation
13 Officer (SHPO) that the Project is an Undertaking and subject to compliance with Section 106 of the
14 National Historic Preservation Act of 1966 (NHPA), as amended (54 USC 300101 et seq.), and the
15 implementing regulations found at 36 Code of Federal Regulations (CFR) 800; and

16 **WHEREAS**, Section 106 requires federal agencies to take into account the effects of their Undertakings
17 on historic properties¹ and afford the Advisory Council on Historic Preservation (ACHP) a reasonable
18 opportunity to comment, prior to any federal authorization or expenditure of federal funds. Furthermore,
19 Section 106 requires consultation with Tribes, other agencies, local governments, interested parties, and the
20 public, for the purpose of seeking, discussing, and considering the views of other participants, and, where
21 feasible, seeking agreement with them regarding matters arising in the Section 106 process; and

22 **WHEREAS**, the BLM has prepared an Environmental Impact Statement (EIS) for the Project pursuant to
23 the National Environmental Policy Act of 1969 (NEPA), as amended (42 USC 4321 et seq.), with a Record
24 of Decision anticipated in May 2020, and has identified Alternative A/B the preliminarily preferred route
25 for the Project. Alternative A is a 211-mile-long alignment, originating at Milepost 161 of the Dalton
26 Highway, and extending west to the Ambler Mining District. Alternative B is a 228-mile-long alignment
27 with the same origination and terminus points as Alternative A, but it crosses Gates of the Arctic National
28 Preserve (GAAR) at a more southerly point. Maps of the alternatives are found in Attachment A and
29 discussed in detail in the EIS (DOI-BLM-AK-F030-2016-0008-EIS); and

30 **WHEREAS**, the Alaska National Interest Lands Conservation Act 201(4)(b) states that the Secretaries of
31 the Interior and Transportation shall permit access for surface transportation purposes across GAAR,
32 managed by the National Park Service (NPS). Portions of Alternatives A and B would cross GAAR, making
33 the Project an Undertaking, and the NPS is an Invited Signatory; and

34 **WHEREAS**, the U.S. Army Corps of Engineers (USACE) has jurisdiction over activities that would
35 discharge dredge or fill material into waters of the U.S., including wetlands, and has determined that the
36 Project will require a permit, pursuant to Section 404 of the Clean Water Act (33 USC 1251 et seq.), making
37 the Project an Undertaking and the USACE is an Invited Signatory; and

38 **WHEREAS**, the BLM, in agreement with all participating agencies, has agreed to carry out lead federal
39 agency responsibilities for Section 106, pursuant to 36 CFR 800.2(a)(2); and

¹ The term “historic properties” is consistent with 36 CFR 800.16(l)(1) and is defined as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP). This includes artifacts, records, and remains that are related to and located within such properties, and includes properties of traditional religious or cultural importance to Tribes or other entities, and that meet the NRHP criteria.

WHEREAS, the BLM, in consultation with the Consulting Parties, established the Undertaking's Area of Potential Effects (APE), pursuant to 36 CFR 800.4(a) and 36 CFR 800.16(d), which encompasses direct, indirect, and cumulative effects on historic properties for the permitted alternative. The APE is described in Attachment B; and

WHEREAS, the Signatories and Invited Signatories, collectively "PA Signatories," recognize that future mining activities within the Ambler Mining District may be a reasonably foreseeable result of this Project; however, no mining activities are proposed or known at this time. The PA Signatories agree that any potential effects on historic properties that may result from future mining activities will be subject to independent Section 106 review as appropriate. The PA Signatories agree to share information on historic properties collected for this Undertaking to the extent practicable, and in accordance with relevant confidentiality restrictions, at such time; and

WHEREAS, as of December 2019, the Alaska Heritage Resources Survey (AHRS) database² lists 15 known resources located within the Direct APE and 64 known resources within the Indirect APE for Alternative A; and 10 known resources within the Direct APE and 43 known resources within the Indirect APE for Alternative B. A table of these resources is provided in Attachment C; and

WHEREAS, the BLM has determined that the Undertaking may have an adverse effect on historic properties, pursuant to 36 CFR 800.5. There are total of 18 known AHRS resources within the Direct APE and 87 additional known AHRS resources within the Indirect APE that may be adversely affected by the Undertaking (this includes resources in both the A and B Alternatives) and include prehistoric and historic archaeological resources, trails, camps, and mining features. Of these resources, only 1 has been determined eligible for listing in the National Register of Historic Places (NRHP), while the remaining 104 known resources have not been evaluated (listed in Attachment C); and

WHEREAS, the Permittee has proposed to construct the Project in Phases, and each Phase will consist of individual Components, Stages, and Segments³, and the BLM has determined that effects to historic properties cannot be fully accounted for prior to issuance of the EIS Record of Decision. Therefore, this Programmatic Agreement (PA) was developed in consultation with the Consulting Parties to establish an alternative process for implementing Section 106 in a phased approach, pursuant to 36 CFR 800.14(b); and

WHEREAS, the SHPO has participated in the development of this PA and is a Signatory, pursuant to 36 CFR 800.6(c)(1)(ii); and

WHEREAS, the ACHP has participated in the development of this PA and is a Signatory, pursuant to 36 CFR 800.6(c)(1)(ii); and

WHEREAS, the BLM recognizes that the Federal Government has a unique legal relationship with Tribes set forth in the U.S. Constitution, and the PA outlines the process by which the BLM will complete a good

² The AHRS database is maintained by the Alaska Office of History and Archaeology, and includes buildings, objects, structures, archaeological and historic sites, districts, shipwrecks, travel ways, traditional cultural properties, landscapes, and other places of cultural importance.

³ Project Phases include a Pre-Construction Phase, a pioneer road (Phase I), an all-seasons road (Phase II), and a 2-lane all-seasons road (Phase III) as well as Operations and Maintenance and Reclamation Phases. See Attachment G for more detailed descriptions. Components are defined as types of ancillary feature, such as bridges or materials sites. Segments are defined as geographical sections of the Project. Stages are defined as the specific construction activities that would occur for each construction Phase or Component.

faith effort to consult with Tribes⁴ to identify concerns about historic properties, to advise on the identification and evaluation of historic properties, including those of traditional religious, spiritual, or cultural importance, to articulate views on the Undertaking's effects on such properties, and to participate in the resolution of adverse effects, pursuant to 36 CFR 800.2(c)(2)(ii); and

WHEREAS, the BLM invited 78 Tribes, listed in Attachment D, to participate in the Section 106 process as Consulting Parties, and Alatna Village Council; Allakaket Village Council; Dinyea Corporation; Doyon, Limited; Evansville, Incorporated; Evansville Village; Gana-A'Yoo, Limited; Hughes Village Council; Huslia Village Council; K'oyitl'ots'ina, Limited; NANA Regional Corporation; Native Village of Ambler; Native Village of Kobuk; Native Village of Noatak; Native Village of Selawik; Native Village of Shungnak; Native Village of Stevens; Native Village of Tanana; Noorvik Native Community; and the Village of Anaktuvuk Pass have consulted with the BLM during development of the PA and may sign as Concurring Parties; and

WHEREAS, the BLM consulted with private landowners for lands within the APE for Alternatives A and B, including Doyon, Limited; NANA Regional Corporation; and Evansville, Incorporated; and these entities participated in PA development. In addition, the BLM consulted with the Bureau of Indian Affairs regarding 2 allotments (AKFF 018439D, AKFF 018992C) located within the APE for Alternatives A and B, and another 3 allotments (AKFF 017613A, AKFF 017613B, AKFF 017614A) located within the APE for Alternative B; and

WHEREAS, the BLM has made a good faith effort to consult with local governments and other interested parties pursuant to 36 CFR 800.2(c)(3) and 36 CFR 800.2(c)(5), and the City of Allakaket, the Northwest Arctic Borough and Tanana Chiefs Conference have participated in the development of this PA as Consulting Parties and may sign as Concurring Parties; and

WHEREAS, the BLM has coordinated Section 106 and NEPA, pursuant to 36 CFR 800.8 and consistent with guidance from the Council on Environmental Quality and ACHP *Handbook for Integrating NEPA and Section 106*, and has provided opportunities for the public to comment on, discuss, or share information or concerns about the Undertaking during public scoping and comment periods for the EIS and has considered all comments received; and

WHEREAS, the BLM has consulted with AIDEA (Permittee) on the development of this PA pursuant to 36 CFR 800.2(c)(4), and the Permittee has agreed to carry out Stipulations in this PA and is an Invited Signatory; and

WHEREAS, the Alaska Department of Natural Resources is a landowner and to address its obligations to protect state-owned historic, prehistoric, or archaeological resources as provided under Alaska Statute (AS) 41.35, has participated in the development of this PA and is an Invited Signatory; and

NOW THEREFORE, the BLM, the SHPO, and the ACHP agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The BLM shall ensure that the following stipulations are carried out:

⁴ Throughout this document, the term "Tribe" or "Tribes" is consistent with the definition found at 36 CFR 800.16(m) and refers to a tribe, band, nation, or other organized group or community, including a native village, regional corporation or village corporation, formed pursuant to Section 3 of the Alaska Native Claims Settlement Act (43 USC 1602).

I. STANDARDS

- A.** The BLM shall ensure that all work carried out pursuant to this PA meets the Secretary of the Interior (SOI) Standards for Archaeology and Historic Preservation (found at http://www.nps.gov/history/local-law/arch_stnds_9.htm), taking into account the suggested approaches to new construction in the SOI's Standards for Rehabilitation.
- B.** The BLM shall ensure that all work carried out pursuant to this PA shall be done by or under the direct supervision of historic preservation professionals who meet the SOI's Professional Qualifications Standards. The BLM and the Permittee shall ensure that contractors retained for services pursuant to the PA meet these standards.
- C.** The BLM recognizes that Tribes or other groups may have special expertise regarding places of traditional religious, spiritual, or cultural significance, or Traditional Cultural Properties (TCPs), but these individuals or groups may not meet the standards in I.A and I.B. However, the BLM will equally consider and incorporate special expertise into decisions regarding the implementation of this PA, consistent with 36 CFR 800.2(c)(2).

II. ADMINISTRATIVE STIPULATIONS

- A.** This PA shall apply to the Project and all of its Phases, Components, and Stages, including those not known at this time, not defined in the EIS, or not specified in the permits, permit applications, or other Project documents, so long as the activities occur within the jurisdiction of a state or federal agency.
- B.** The BLM, the NPS, the USACE, and State shall enforce the terms of this PA within each agency's scope and shall incorporate this PA and its terms into any decision document, permit, or authorization they issue. Each shall notify the others within 5 business days if any of them becomes aware of an instance of possible non-compliance with the terms and conditions of this PA or permit conditions as they relate to this PA. If this occurs, the BLM shall ensure that measures are taken to resolve non-compliance issues, consistent with its legal authorities, and will consult with the other PA Signatories, as needed.
- C.** The PA Signatories recognize that certain information about historic properties or archaeological resources are protected from public disclosure under the NHPA (54 USC 307103), the Archaeological Resources Protection Act (ARPA; 43 CFR 7.18), and Alaska State law, as required by Public Law 96-95, AS 40.25.120(a)(4), and Policy and Procedure No. 50200. Parties to this agreement shall ensure that all actions and documentation prescribed by this PA are consistent with the non-disclosure requirements of these laws.
- D.** Any of the PA Signatories may seek qualified independent expert consultation through a contractor, in order to fulfill the responsibilities under this PA, provided the contractor meets Stipulation I, Standards.
- E.** Email will be an acceptable form of communication between the Consulting Parties and is an appropriate method of "notification" or "in writing" where it is called for in this PA, unless otherwise described. If a Consulting Party does not have access to email or consistently available internet service, then the BLM will ensure that other forms of communication are made available. All the Consulting Parties should immediately notify the BLM if a point of contact within their organization changes and provide updated information. The BLM will maintain an updated list of current contact names, organizations, and email addresses as a component of Attachment E, Cultural Resource Management Plan. Updates to the contact list will not require an amendment.

F. In the event that another federal agency, not initially a party to this PA, receives an application for funding/license/permit for the Undertaking, as it is described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing that it concurs with the terms of this PA and by notifying the Signatories that it intends to do so. Such agreement shall be evidenced by execution of a Signature Page and filing it with the ACHP, and implementation of the terms of this PA.

G. This PA will not supersede or replace any guidelines, stipulations, or requirements in the BLM national PA and associated Alaska Protocol⁵; or the PA on Protection of Historic Properties During Emergency Response and associated Alaska Implementation Guidelines⁶.

III. AGENCY ROLES AND RESPONSIBILITIES

A. The BLM, the NPS, the USACE, and State shall attach this PA or its stipulations to any agency-specific permits or authorizations for the Project. Those agencies shall ensure that requirements of this PA have been met for the Undertaking under their respective jurisdictions. Failure by the Permittee to comply with the stipulations could result in suspension, modification, or revocation of permits or authorizations.

B. The BLM, the NPS, the USACE, and State shall ensure that no ground disturbance, including brush clearing, geotechnical surveys, or any other activity associated with the Project that may affect historic properties, takes place within a Project Segment, Stage, or Component until identification, evaluation, and on-site measures for resolution of adverse effects have been completed for that Segment, Stage, or Component. The NPS, the USACE, and State will inform the BLM in writing once the stipulations within each agency's scope, as outlined in this PA, have been satisfied by the Permittee. The BLM will then provide written notice to the Permittee that Section 106 requirements have been satisfied for that Segment, Stage, or Component.

C. The BLM, the NPS, the USACE, and State shall consult, at a minimum, during the Annual Meeting to ensure that each agency independently satisfies its respective regulatory requirements under 36 CFR 800 and AS 41.35.200(a). If any PA Signatory fails to comply with the PA, the BLM shall implement the procedures outlined in Stipulation XVI, Dispute Resolution.

IV. PERMITTEE RESPONSIBILITIES

A. If the Project is permitted, this PA and all its requirements will be binding on AIDEA as the Permittee, and any heirs, successors, assigns, joint ventures, and any contractors acting on behalf of the Permittee. The Permittee will include a provision requiring compliance with the PA in any contract of sale or transfer of ownership or management of the Project.

B. The Permittee shall be responsible for funding and implementing, either directly or through qualified contractors, the work necessary to ensure compliance with the terms of this PA. This work will be completed on behalf and at the direction of the BLM.

⁵ BLM PA: <https://www.blm.gov/sites/blm.gov/files/National%20Programmatic%20Agreement.pdf>
Protocols for Alaska: <https://www.blm.gov/sites/blm.gov/files/AK%20Protocol.pdf>

⁶ Emergency Response PA: https://www.nrt.org/sites/2/files/Programmatic_Agreement_on_Protection_of.pdf
Alaska Guidelines: <http://dnr.alaska.gov/parks/oha/oilspill.htm>

- 193 C. The Permittee shall ensure that any persons conducting or supervising cultural resources
194 work on their behalf hold all appropriate federal or state permits and/or authorizations for
195 that work, and meet Stipulation I, Standards, for the applicable discipline.
- 196 D. The Permittee shall ensure all necessary federal, state, and private landowner permits
197 and/or authorizations are obtained for conducting archaeological survey, excavation, and
198 monitoring, consistent with the permitting process for the applicable agency and/or
199 landowner. Applicable permits include Permits for Archaeological Investigations from the
200 BLM and/or the NPS, the Alaska State Cultural Resource Investigation Permit from the
201 State, and authorizations from the Northwest Arctic Borough; NANA; Doyon, Limited;
202 Evansville, Limited; and/or other private landowners.
- 203 E. Prior to the initiation of ground disturbing activities for each Project Phase, the Permittee
204 shall provide a technical design plan for that Phase (Phase Plan) to the BLM that contains
205 detailed descriptions of the locations of all Segments and Components, detailed
206 descriptions of the planned work Stages, and anticipated work schedules for all activities
207 that will occur during that Phase. The Plan must contain detailed maps and a GIS
208 deliverable with the spatial locations of the planned work. The BLM will distribute Phase
209 Plans to Consulting Parties for informational purposes and will append them to Attachment
210 G, Project Plans. Each Phase Plan will contain all information known at that time for that
211 Phase; however, changes to the technical designs, methods, or schedules may be
212 incorporated into the Annual Work Plan (VII.B.i), rather than necessitating a revision of
213 the Phase Plan.
- 214 F. The Permittee may carry out the stipulations of this PA in a phased approach for
215 identification and evaluation per 36 CFR 800.4(b)(2), based on Project Segments, Stages,
216 and Components, but will not initiate any ground disturbance, or other types of activities
217 that could adversely affect historic properties, before inventory, evaluation, assessment,
218 and on-site measures for resolution of adverse effects has been completed for that Segment,
219 Stage, or Component. Prior to commencement of any activities that could affect historic
220 properties, the Permittee must receive written notice from the BLM that Section 106
221 requirements have been satisfied for that Segment, Stage, or Component.
- 222 G. The Permittee shall develop a tribal liaison/representative program in collaboration with
223 Tribes. The program may be a component of other Project-wide efforts (subsistence
224 advisory committees or similar) but must provide an opportunity for Tribal representatives
225 to participate in and share information for cultural resource management activities. To the
226 extent practicable, the Permittee will make opportunities available for Tribal
227 liaisons/representatives to accompany cultural resource personnel during fieldwork and/or
228 monitoring activities. The Permittee will provide a description of the program and identify
229 Tribal liaisons/representatives and roles for the upcoming year in the Annual Work Plan
230 (VII.B.i); the Permittee will report on all activities under the program as part of the Annual
231 PA Report (XV.B). The BLM will ensure the program is reviewed as part of the Annual
232 Meeting (XV.A) and will require the Permittee to make adjustments to the program as
233 necessary, to ensure adequate opportunities are provided for Tribal participation and input
234 during cultural resource management activities.

- H. The Permittee, and any contractors hired on their behalf, will not retain sensitive information⁷ that Tribes or Consulting Parties authorize them to collect, except as required for compliance with the terms of the PA and Cultural Resources Management Plan (CRMP), Attachment E. Sensitive information includes information covered under Section 304 of the NHPA (54 USC 307103), ARPA (43 CFR 7.18), or AS 40.25.120(a)(4).
- I. The Permittee shall create a password-protected file sharing platform to allow PA Signatories to easily share data associated with implementation of the PA. All reports and deliverables shall be transferred to the BLM, other PA Signatories, and/or Consulting Parties through this platform. Access will be restricted consistent with the terms of the PA. If a Consulting Party does not have access to email or consistently available internet service, then the BLM will ensure that other forms of delivery are made available.
- J. The Permittee shall ensure that any Project personnel found vandalizing, moving, or taking cultural materials, or violating any portion of ARPA (16 USC 470aa) or AS 41.35.200, will be subject to appropriate disciplinary action up to and including immediate termination. In each instance, the Permittee shall consult with the BLM, the SHPO, and the landowner/manager to determine whether a report to appropriate law enforcement authority is warranted.
- K. The Permittee is responsible for gaining access to private property for the purposes of implementing this PA and will notify the BLM when access has been granted. In cases where the Permittee cannot gain access, identification efforts on that property may be deferred until access is gained. If a private landowner refuses entry, the BLM, the SHPO, and Permittee will consult on a case-by-case basis and consider alternative survey methods. The Permittee will be responsible for ensuring efforts are commensurate with cultural resource management industry standards and meet a good faith intent for carrying out inventory, evaluation, assessment of effects, and resolution of adverse effects on all private property consistent with the terms of this PA; failure to meet the good faith standard for inventory could result in suspension, modification, or revocation of permits or authorizations.

V. CONSULTATION

- A. The BLM shall use the Secretary's *Standards and Guidelines for Federal Agency Preservation Programs* as a guide for consultation. Consultation means the process of seeking, discussing, and considering the views of other participants, and, when feasible, seeking agreement with them regarding matters arising in the Section 106 process. Additional details regarding consultation are provided in the CRMP, Attachment E.
- B. The BLM shall conduct government-to-government consultation with Tribes located near the permitted route, or with Tribes that have traditionally used that area in the past. The BLM will use Handbook 1780-1, *Improving and Sustaining BLM-Tribal Relations*, as a guideline for Tribal consultation. The BLM will consult with Tribes to identify places that may be of traditional religious, spiritual, or cultural importance to them. The BLM, in consultation with the SHPO and Tribe(s), shall determine whether those places are historic properties, whether there would be an adverse effect from the Undertaking, and, if so, appropriate measures to resolve the adverse effect(s). Information shared by Tribes that is of a culturally sensitive nature will be respected and treated in a confidential manner. The

⁷ Sensitive information is defined as including information about the location, character, or ownership of a historic property if disclosure to the public may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners (54 USC 307103).

BLM will consult early in the identification process with Tribes to determine what is considered sensitive information, and the means by which that information will be collected, shared, and returned and/or destroyed, consistent with Stipulation II.C. The BLM will continue to consult on a government-to-government basis with Tribes throughout the duration of this PA. Further details on Tribal consultation are provided in the CRMP, Attachment E.

C. The BLM shall ensure the SHPO receives all technical reports, in keeping with the SHPO's mission to identify and maintain inventories of cultural resources and historic properties per Section 101 of NHPA (54 USC 302301) and AS 41.35.070. The SHPO will retain location information about all cultural resources and historic properties, including properties of religious, spiritual, or cultural significance to Tribes; however, at the request of one or more Tribes, the SHPO will treat information regarding specific historic properties of traditional religious, spiritual, or cultural significance as sensitive information subject to Section 304 of the NHPA, 36 CFR 800.11(c), and/or applicable state laws.

D. The BLM shall consult with the Permittee regularly or at the Annual Meeting (XV.A) to share information, gathered during consultation with Tribes or other entities, that may be relevant to the Permittee's responsibilities under this PA. This includes, but is not limited to, information relevant to training curriculum, information relevant to inventory efforts, requests to participate in monitoring activities, requests to accompany crews in the field, and requests to participate in Tribal liaison activities.

E. The BLM shall ensure that the Consulting Parties are kept informed on the Undertaking and implementation of this PA and shall provide opportunities for review and comment on all pertinent documents. The BLM's consultation will, at a minimum, include distribution of the Annual PA Report (XV.B) to Consulting Parties via email and facilitation of the Annual Meeting (XV.A).

F. The BLM shall consult with and provide information to the public, pursuant to 36 CFR 800.2(d). The BLM and the Permittee will post the Annual PA Report (XV.B), with confidential information redacted as necessary, on their respective websites for the Project. The Permittee will mention the availability of the Annual PA Report in newsletters or similar forms of communication that are sent to the public and other interested parties.

G. The BLM delegates responsibilities to the Permittee for consultation with private landowners, unless the landowner requests to consult with the BLM, at which point the BLM will assume consultation responsibilities to the extent requested by the landowner. The Permittee will notify landowners that consultation with the BLM is an option.

VI. CULTURAL RESOURCES MANAGEMENT PLAN

A. The BLM, in consultation with the PA Signatories, has prepared a Cultural Resources Management Plan to guide compliance with the stipulations in this PA and is included as Attachment E. At the time of PA execution, all sections of the CRMP are considered complete, except for Chapter 6, Historic Property Treatment and Mitigation, and guidance for the Operations and Maintenance Phases and Reclamation Phase of the Project. The BLM shall ensure that content is developed and incorporated into the CRMP in accordance with the following timeline:

- i. 12 months following PA execution, the BLM will submit standard mitigation guidance for archaeological sites, historic trails, and other property types that are common in the APE (Chapter 6 of the CRMP).

ii. No later than 1 year prior to the Project transitioning into the Operations and Maintenance Phase, the CRMP will contain finalized guidance for that Phase, which may include a streamlined Section 106 and/or Alaska Historic Preservation Act review process.

iii. No later than 1 year prior to the Project transitioning into Reclamation, on any portion of the Project, the CRMP will contain finalized guidance for reclamation activities, which may include streamlined Section 106 and/or Alaska Historic Preservation Act review processes.

B. The BLM will facilitate monthly consultation meetings with the other PA Signatories, and other Consulting Parties that provide written notification they wish to participate, for drafting the remaining CRMP guidance, either via phone or in person, or as determined necessary by the PA Signatories. The BLM will provide the PA Signatories with revisions to the CRMP at least 15 working days prior to any meetings. The BLM will incorporate comments received and provide updated drafts to the PA Signatories. The first review and last review will be a 30-day⁸ period.

C. The BLM will solicit comments from Consulting Parties at the beginning of each new content development process (steps VI.A.i through VI.A.iii) and provide each draft final CRMP to Consulting Parties for a 30-day review and comment period and will consider all timely comments received. The CRMP will be finalized when the SHPO, the BLM Central Yukon Field Office Manager, and the NPS GAAR Superintendent sign Exhibit F of the CRMP. The BLM will distribute the final CRMP to the Consulting Parties and incorporate it as the finalized version of Attachment E.

D. Amendments or addendums to the CRMP will follow Stipulation XVII.B.ii, Amendments and Addendums.

VII. ALTERNATIVE FOUR STEP PROCESS

A. The BLM shall use the following phased process for the Undertaking, to complete inventory, evaluation, assessment of effects, and resolution of adverse effects, consistent with 36 CFR 800.3-800.6, and will direct the Permittee to gather sufficient data to fulfill documentation standards consistent with 36 CFR 800.11, in a manner that will accommodate the Permittee's phased construction and development of the Project.

B. Reporting Process – The Permittee will provide the following plans and reports for compliance with the Alternative Four Step Process, and will ensure they are commensurate with cultural resource management industry standards and meet a good-faith intent for carrying out inventory, evaluation, assessment of effects, and resolution of adverse effects in a phased approach. See also the steps outlined in Stipulation XIV, Document Submission and Review, and Attachment F, Reporting Table:

i. Annual Work Plan – The Permittee will provide the BLM with an Annual Work Plan, no later than March 1 of each year, or at least 60 days prior to fieldwork initiation for the first year. The BLM will submit the Annual Work Plan to Consulting Parties at least 15 days prior to the Annual Meeting (XV.A). The Annual Work Plan will contain detailed information about the anticipated work for the upcoming year, where it will occur, how it will be phased within Project Segments, Stages, and/or Components, and how the Permittee will meet the PA

⁸ Unless otherwise noted, days refers to calendar days throughout this document.

requirements. Other submissions with the Annual Work Plan may include updates to the Phase Plan (IV.E), Historic Themes (VII.C.ii.a), Ethnographic Resources (VII.C.iii), the Monitoring Plan (X.D), and Contractor Training curriculum (XI.B). The Plan must contain detailed maps and a GIS deliverable with the spatial locations of the planned work. Consulting Parties will have a 30-day review and comment period for the Annual Work Plan, which will follow the steps described in Stipulation XIV, Document Submission and Review. The BLM and the SHPO must approve of the Annual Work Plan before it can be implemented; any work that will occur under NPS jurisdiction will also require approval by the NPS.

ii. Interim Report for Indirect APE – Within 30 days following completion of fieldwork each year, the Permittee will submit an Interim Report for the Indirect APE to the BLM, providing a brief description of cultural resources identified in the Indirect APE during that reporting period. Within 5 days of receipt, the BLM will submit the Interim Report to the Consulting Parties for a 15-day review period to seek comments on which resources within the Indirect APE should be evaluated for the NRHP. The BLM will consult with the SHPO, and the NPS as appropriate, within 7 business days following the 15-day review to consider all timely comments received, and then will direct the Permittee to make recommendations of eligibility, assessment of effects, and measures for resolution of adverse effects for specific resources in the Indirect APE, which the Permittee will include in the Annual Fieldwork Report (VII.B.iii).

iii. Annual Fieldwork Report – The Permittee will submit a Fieldwork Report to the BLM within 90 days following completion of fieldwork each year that will fulfill documentation standards consistent with 36 CFR 800.11. The Report will contain 1) a description of inventory efforts completed since the last report, including monitoring results; 2) NRHP eligibility recommendations; 3) finding of effect recommendations for resources that may be eligible; and 4) recommended resolution measures for resources that may be adversely affected. The Report must contain detailed maps and a GIS deliverable with the spatial locations of the completed work. The BLM will distribute the Annual Fieldwork Report to Consulting Parties for a 45-day review and comment period, which will follow the steps listed in Stipulation XIV, Document Submission and Review. The BLM and the SHPO must approve of the Annual Fieldwork Report before it will be considered complete; relevant portions of the report for cultural resources under NPS jurisdiction will also require approval by the NPS.

a. Within 15 days following the 45-day Consulting Party review, the BLM will consider any timely comments received and will submit Determinations of Eligibility (DOEs), assessment of effects, and proposed mitigation measures to the SHPO, consistent with 36 CFR 800.4-6. If no response is received from the SHPO within 30 days, the BLM shall move forward with their determinations and findings. The BLM's documentation will cite the Project design date/version used to assess adverse effects.

b. If the BLM, through consultation with other Consulting Parties during the 45-day report review period, determines that adequate information has not been provided for a DOE or finding of effect, the BLM will require the Permittee to provide additional information or conduct additional

fieldwork as necessary. After the Permittee has gathered the additional information, the Permittee will submit it as a report addendum to the BLM, which the BLM will distribute to Consulting Parties for another 30-day review. The BLM will take into consideration any timely comments received and will provide a DOE, assessment of effects, and proposed mitigation measures to the SHPO within 15 days. If no response is received, the BLM shall move forward with their determination.

c. If the BLM and the SHPO do not agree on NRHP eligibility of a resource, the BLM shall forward all documentation to the Keeper of the National Register, pursuant to 36 CFR 63.2(d), for an official determination.

d. If a Consulting Party objects to a finding of effect within the 45-day review period, and provides reasons for the disagreement, the BLM shall either consult with the objecting party or forward the finding and supporting documentation to the ACHP for comment, consistent with 36 CFR 800.5(c)(2).

e. The BLM may determine that evaluation of a historic property(ies) may be necessary outside of the annual report cycle. In these instances, the same review process will be followed but may be reduced to a 15-day review and comment period for Consulting Parties, and a 7-day period for the BLM to incorporate timely comments received and submit to the SHPO. If no response is received from SHPO within 30 days, the BLM shall move forward with their determination(s) and finding(s).

iv. Treatment Plans – Within 120 days following Stipulation VII.B.iii.a, the conclusion of the SHPO’s 30-day review of DOEs and assessment of effects, the Permittee will develop proposed property-specific Treatment Plans and submit them to the BLM. The Treatment Plans will contain detailed information on treatment measures, a schedule for when the measures will be implemented, and a schedule for when deliverables will be finalized and distributed. The BLM will distribute the Treatment Plans to the Consulting Parties for a 30-day review and comment period, which will follow the steps outlined in Stipulation XIV, Document Submission and Review. The Permittee, or contractors hired on their behalf, will implement the Treatment Plans, following approval of the Plans by the BLM and the SHPO; Treatment Plans for historic properties under NPS jurisdiction will also require approval by the NPS.

a. The BLM may determine that development of a Treatment Plan will require additional time beyond the timelines described above, due to the need for additional consultation, unique characteristics of the property, or other factors. In these instances, the BLM, in consultation with Consulting Parties, will determine what steps must be taken for the Permittee to develop and implement appropriate mitigation measures. Subsequent Treatment Plan reviews will include a 30-day review and comment period, and will follow the steps outlined in Stipulation XIV, Document Submission and Review.

v. Final Implementation Report – The Permittee will submit a Final Implementation Report for each historic property to the BLM, within 180 days after implementation of the Treatment Plan is complete, or within a timeframe specified

in the Treatment Plan. The Final Implementation Report will be a comprehensive record of all activities that occurred at that historic property, from inventory through implementation of treatment measures, and will describe all completed steps, analyses, methods, and results, including collections and datasets generated. The BLM will provide the Report to the Consulting Parties for a 30-day review and comment period, which will follow the steps outlined in Stipulation XIV, Document Submission and Review. The BLM and the SHPO must approve of all Final Implementation Reports before they will be considered complete; Final Implementation Reports for historic properties under NPS jurisdiction will also require approval by the NPS.

- vi. Technical Reports – The BLM, in consultation with the other PA Signatories, may determine that technical reports are necessary to summarize the results of background research, fieldwork activities, and laboratory analyses in order to fully understand Project effects to historic properties, or may be useful as mitigation measures for broad-scale effects. Technical Reports should not require extensive efforts to gather new information, but rather be a compilation of existing information. The BLM will consult with the other PA Signatories at the Annual Meeting to consider whether a technical report(s) may be needed, and if so, what content it should contain and subsequent review process. The Permittee will be responsible for compiling the report(s) and submitting to the BLM. The BLM will provide the report to Consulting Parties for at least a 30-day review period, which will follow the steps outlined in Stipulation XIV, Document Submission and Review. The BLM and the SHPO must approve of Technical Reports before they can be considered finalized.

C. Inventory Process – Based on a Data Gap analysis for the Project⁹, the cultural resources that are likely to be encountered during inventory, and may meet the definition of historic properties, fit into 3 broad categories: archaeological resources, historic resources, and ethnographic resources. Through consultation, the BLM determined that a reasonable and good faith effort, pursuant to 36 CFR 800.4(b)(1), requires separate inventory¹⁰ methods to account for archaeological, historic, and ethnographic resources, which will include background archival research as well as pedestrian survey, consistent with the SOI's Standards for Identification. The BLM shall ensure that inventory for archaeological, historic, and ethnographic resources occurs as follows:

- i. Archaeological Resources – The Permittee shall employ a qualified contractor to create a Geographic Information System (GIS) model of prehistoric and protohistoric archaeological resource potential within the APE for the permitted alternative. The model will categorize areas within the APE for the potential presence of prehistoric and protohistoric archaeological resources. The Permittee will provide the model, summary documentation regarding the variables used to create it, and how the model will be tested during implementation to the BLM within 6 months after the PA is executed. The BLM will distribute the model and documentation to the other PA Signatories for a 30-day review and comment

⁹ Ford et al. 2018. Ambler Road Environmental Impact Statement: Cultural Resources Data Gap Analysis Report. Prepared by HDR, for the Bureau of Land Management, Central Yukon Field Office, Fairbanks, Alaska.

¹⁰ The term “inventory” is used throughout this document to refer to all efforts to compile information on historic properties, including consultation, archival research, and fieldwork. The term “survey” refers to inventory efforts that are field based only.

period. The BLM shall require the Permittee to make changes and modifications as necessary, based on comments received. Annually throughout Phase I of the Project, or as determined necessary by the PA Signatories, the model will be refined based on new data obtained through fieldwork and/or updated environmental datasets. Based on model results, pedestrian survey will be required for portions of the APE, per Stipulation VII.D. Additional details are provided in the CRMP, Attachment E.

ii. Historic Resources – The Permittee will employ qualified contractors to develop Historic Theme reports relating to historic period resources, such as (but not limited to) traditional subsistence economy; traditional hunting, trapping, and guiding economies; traditional trade networks; historic exploration and travel corridors; and prospecting and mining. The purpose of the Historic Themes is to gather information on historic-era resources or places associated with historic events that may be present within the APE, and to identify areas that are high potential and require pedestrian survey. The documentation efforts will include a comprehensive summary of available data sources and will include GIS mapping of any relevant spatial information. Additional details are provided in the CRMP, Attachment E, including a list of potential data sources (Chapter 4.1.2).

a. The Permittee will submit the Historic Theme reports to the BLM 60 days prior to initiation of the first season of fieldwork, and any updates to the Themes with the Annual Work Plan each year thereafter. The BLM will share the reports with Consulting Parties for a 30-day review and comment period, which will follow the steps outlined in Stipulation XIV, Document Submission and Review. The BLM and the SHPO must approve of the Historic Themes.

b. The Permittee, or contractors hired on their behalf, will conduct pedestrian survey in areas identified in the Historic Themes as high potential for historic resources, per Stipulation VII.D.i.

c. Historic Themes may be further developed as Historic Contexts for NRHP eligibility considerations, consistent with Stipulation VII.E.

iii. Ethnographic Resources – The BLM shall make a good faith effort to provide Tribes, local governments, and other communities with an opportunity to identify ethnographic resources, including places of traditional religious or cultural importance, within the APE, consistent with Stipulation V, Consultation. Ethnographic resources are likely present but are generally only identifiable by the community sharing the values, traditions, beliefs, or social institutions associated with such places, but could also be identified through archival research or other means. The BLM shall consider the nature and location of ethnographic resources identified, and determine through consultation with the party(ies) that identified the resource and the SHPO if additional work, in the form of oral interviews, research, GIS mapping, site visits, or other culturally-appropriate methods, are necessary to document the ethnographic resource(s). Additional details are provided in the CRMP, Attachment E.

a. As necessary, the BLM shall gather sufficient information to complete a determination of NRHP eligibility for identified resources if it is identified as a sensitive resource, or shall direct the Permittee to gather information

and make a recommendation of NRHP eligibility for the BLM to consider, if the resource is not considered sensitive. The Permittee shall integrate the results of the ethnographic investigation into the Annual Fieldwork Report, unless the resource needs to be treated confidentially.

- b. At the time of PA execution, the following Tribes and local governments have indicated areas of cultural importance and/or ethnographic resources that may be affected by 1 or more alternative, and for which the BLM will consult further:

Alatna Village Council
Allakaket Village Council
City of Allakaket
City of Anaktuvuk Pass
Dinyea Corporation
Evansville Village
Evansville, Incorporated
Hughes Village Council
Huslia Village Council
Native Village of Kobuk
Native Village of Noatak
Native Village of Selawik
Native Village of Stevens
Native Village of Tanana
Northwest Arctic Borough
Noorvik Native Community
Village of Anaktuvuk Pass

D. Survey Process – As a component of the inventory process and consistent with 36 CFR 800.4, the BLM shall ensure the Permittee, or contractors hired on their behalf, complete a reasonable and good faith effort for pedestrian survey and testing within the APE. This will include survey and/or testing in areas that are likely to contain archaeological, historic, and ethnographic resources, but will not require 100 percent survey coverage of the APE. To determine where survey is required, the Permittee will incorporate the archaeological model (VII.C.i), Historic Theme reports (VII.C.ii.a), and ethnographic information (VII.C.iii) to categorize the APE as high, medium, and low potential for the presence of cultural resources (see additional details in Attachment E, CRMP). The level of effort for survey will vary based on the APE categorization but will use standard field methods described in Chapter 4 of the CRMP. This effort, collectively, will be known as the Survey Strategy¹¹. The Permittee will provide a detailed description of the Survey Strategy as part of the Annual Work Plan (VII.B.i), and will update and refine it annually to incorporate the results of the previous year's inventory efforts and/or any new or updated datasets. The BLM will provide the Permittee with information that is relevant to the inventory process on a regular basis, or at least by December 30 of each year, so that the Permittee can incorporate it into the Survey Strategy. Based on the Survey Strategy, the Permittee, or

¹¹ The term "Survey Strategy" is used throughout the document to refer to required field efforts to identify archaeological, historic, and ethnographic resources within the APE. The Survey Strategy will be developed by compiling multiple data sources for those resources, which will then be used to classify the APE into areas of high, medium, or low potential for cultural resources.

contractors hired on their behalf, will complete pedestrian survey and testing in the APE according to the following requirements:

- i. High Potential: Defined as landforms adjacent to wetlands, riparian areas, watershed confluences, lakes, streams, Revised Statute 2477 trails, villages, and AHRS sites, or identified as high potential through consultation, research, and or/field evaluation. Pedestrian survey and testing is required for 100 percent of high potential areas within the Direct APE. If the Field Crew Chief determines that subsurface testing within these areas is not necessary, he/she will document how and why that determination was made.
- ii. Low Potential: Defined as areas that are wetlands, perennially inundated, areas of tussock tundra, or slopes over 25 degrees, unless identified as a high potential through consultation, research, and/or field evaluation. Pedestrian survey and testing is required for 10 percent of low potential areas within the Direct APE. Otherwise, areas that are identified as low potential will not require pedestrian survey or subsurface testing. If the Field Crew Chief determines that subsurface testing within these areas is not necessary, he/she will document how and why that determination was made.
- iii. Medium Potential: Areas not defined as either low potential or high potential. Pedestrian survey and testing is required for 50 percent of medium potential areas within the Direct APE. If the Field Crew Chief determines that subsurface testing within these areas is not necessary, he/she will document how and why that determination was made.
- iv. Previously Surveyed Areas: The Permittee will not be required to conduct pedestrian survey and testing in areas of the APE that have been previously inventoried in the past 10 years via methods that are commensurate with, or meet, the PA Stipulations and CRMP Guidelines. However, it may be necessary for the Permittee or their contractors to revisit known resources to collect adequate data for NRHP eligibility recommendations. The Permittee will evaluate previous pedestrian surveys and provide recommendations on whether those areas need to be revisited as part of the Survey Strategy.
- v. Indirect APE: Survey for subsurface resources in the Indirect APE is not required, unless there are reasonably foreseeable adverse effects from the Undertaking. Survey for surface resources may be required; however, the BLM cannot make informed decisions on the extent of the effects until Project design plans, footprints, construction methods, and schedule are finalized and submitted as Phase Plans (IV.E) and/or Annual Work Plans (VII.B.i). Potential direct, indirect, or cumulative effects may occur from increased access along or across the proposed road corridor, soil erosion or deposition downstream of water crossings and bridges, or other visual, audible, or atmospheric factors. Additional inventory and/or monitoring may be required, particularly in areas vulnerable to erosion, including water crossings, downstream of water crossings, hillside cuts, and trail or access crossings. The Permittee will provide new or updated Project plans to the BLM as part of the Annual PA Report (XV.B) and the PA Signatories will review and consider whether the Permittee will be required to complete additional inventory and/or monitoring within the Indirect APE during the Annual Meeting (XV.A).

E. Evaluation Process: Per 36 CFR 800.4(c) and 36 CFR 60.4, the BLM shall ensure that the Permittee, or contractors hired on their behalf, evaluate all identified cultural resources within the Direct APE and Indirect APE to determine if they are eligible for the NRHP. Evaluation will follow 36 CFR 63, NPS Bulletin 15, *How to Apply the National Register Criteria for Evaluation*, and/or other appropriate guidelines, and will consider both individual and district-level eligibility. Resources of a similar nature may be evaluated as a multiple property listing or as a district to create more efficiencies in the process. The Permittee will provide all recommendations of eligibility to the BLM as part of the Annual Fieldwork Report (VII.B.iii). The BLM will submit final DOEs to SHPO following Stipulation VII.B.iii.a. Additional details on evaluation are provided in Attachment E (CRMP). Cultural resources that are not eligible for the NRHP will no longer be subject to the terms of this PA.

F. Assessment and Resolution of Adverse Effects: The BLM shall ensure adverse effects to historic properties are assessed per 36 CFR 800.5 and resolved through avoidance, minimization, or mitigation, per 36 CFR 800.6. To the extent practicable, the Permittee will develop or modify Project design and construction methods to avoid historic properties. For historic properties that cannot be reasonably avoided, the Permittee will submit assessments of effects and recommended resolution measures to the BLM as part of the Annual Fieldwork Report (VII.B.iii).

i. The BLM shall ensure the Permittee, or contractors hired on their behalf, resolve all adverse effects that cannot be avoided or minimized through implementation of appropriate mitigation measures that are commensurate with the significance of the historic property and the Project's effect on the historic property. Proposed mitigation measures will be submitted to the BLM as part of the Annual Fieldwork Report (VII.B.iii) and approved mitigation measures will be fully developed as Treatment Plans (VII.B.iv), which the Permittee will be required to implement, following approval of the Plans. In certain cases, the BLM may determine that additional consultation is necessary to develop appropriate mitigation measures for certain historic properties. The Permittee will provide a Final Implementation Report (VII.B.v) to the BLM when mitigation is complete for each historic property.

ii. Approved mitigation measures may include, but are not limited to, the following list (see Attachment E, CRMP for additional details).

1. Oral history interviews, placenames studies, GIS mapping, development of media, archival searches, and report preparation and publication; generally associated with properties eligible under Criterion A or B;

2. HABS/HAER/HALS documentation or rehabilitation and reporting; generally associated with properties eligible under Criterion C;

3. Data recovery and analysis, reporting, and curation of resulting collections and records; generally associated with properties eligible under Criterion D;

4. Assisting in the development of Tribal or community historic preservation plans;

5. Nominating and listing properties for the NRHP;

6. Public interpretation or public reports on regional history or prehistory;
7. Providing improvements to or maintenance for historic trails;
8. Creation of K-12 school curriculum or other projects for local schools related to the history or prehistory of the region; and
9. Cultural resource management internship opportunities.

- iii. The BLM will generally consider approval of a Final Implementation Report (VII.B.v) to satisfy the requirements of 36 CFR 800.6 for each historic property. However, to account for potential Project modifications that could change the assessment of effects, the BLM shall ensure the criteria of adverse effect is applied using the most recent Phase Plan (IV.E) prior to providing the Permittee with written notification that the Section 106 requirements have been met.

G. Long-Term Considerations:

- i. After the initial inventory is completed, the PA Signatories may determine that mitigation measures are needed to account for broad-scale indirect or cumulative adverse effects to regional or national history and prehistory. Within 3 years following completion of initial inventory, the BLM will consult with the PA Signatories during the Annual Meeting (XV.A) to determine if broad-scale mitigation is appropriate, and if so, to identify measures for the Permittee to implement. The PA Signatories will also consider the Project's indirect and cumulative effects in advance of the Project transitioning from one Phase to another (see Attachment G, Project Plans).
- ii. If the Permittee expands, revises, or alters Project Segments, Components or footprints, and the area was inventoried more than 10 years prior, the BLM will consider whether the Permittee will be required to re-survey the area that would be affected by the changes, using methods determined appropriate by the BLM and other PA Signatories. The Permittee will provide any proposed changes in the Annual Work Plan (VII.B.i) and the BLM will consult with the Consulting Parties at the Annual Meeting (XV.A) to determine appropriate levels of effort for re-survey. Considerations should include environmental changes that occurred that could affect the identification of historic properties, resources that could have reached the 50-year threshold, new information that may be available regarding historic or traditional uses of the area, new survey methods or technology, or other factors.
- iii. Reevaluation of eligibility for listing in the NRHP may be necessary for certain cultural resources. The BLM will consult every 5 years with the Consulting Parties during the Annual Meeting (XV.A), or following substantive changes to Project Components or Phases, to determine if reevaluation of certain resources is necessary.
- iv. The BLM reserves the right to reevaluate the assessment of effects to historic properties if there are changes in design, construction methods, maintenance requirements, reclamation activities, or any other aspect related to the Undertaking that could adversely affect historic properties.

VIII. COLLECTION AND CURATION

- 722 A. Any materials¹² collected as a result of implementing this PA, and not subject to the Native
723 American Graves Protection and Repatriation Act of 1990 (NAGPRA), are the property of
724 the applicable state or federal land-managing agency, or landowner if collected from
725 privately owned property. On federal lands, any human remains, funerary objects, sacred
726 objects, or objects of cultural patrimony, as defined in 43 CFR 10.2(d), will follow
727 disposition to lineal descendants or Tribe(s), following the procedures set forth in 43 CFR
728 10, Subpart B.
- 729 B. Pursuant to 36 CFR 79.7(b) and applicable permit(s), the Permittee will assume all costs
730 associated with the curation of any materials that are collected during the implementation
731 of this PA, in perpetuity. Curation costs may include, but are not limited to, curation fees
732 charged by approved institutions, acquisition of archival materials, shipping, cleaning,
733 rehousing, and any other conservation action determined necessary by a qualified
734 conservator or considered common/ethical practice by the industry.
- 735 C. The BLM and the NPS shall ensure that curation of materials collected from federal lands,
736 and not subject to the provisions of the NAGPRA, is completed in accordance with 36 CFR
737 79, *Curation of Federally-Owned and Administered Archaeological Collections*. The
738 Permittee will submit all materials from federal lands for curation at the University of
739 Alaska Museum of the North (UAM) in Fairbanks, Alaska, but the materials will retain
740 federal ownership. During the permitting process, the Permittee will establish a provisional
741 curation agreement with the UAM for collections, which the Permittee will finalize prior
742 to submission of collections to the UAM.
- 743 D. Collections made on state land will comply with AS 41.35.020. The Permittee will submit
744 all materials from state lands for curation at the UAM, but the materials will retain state
745 ownership. During the State Archaeological Permitting process, the Permittee will
746 establish a provisional curation agreement with the UAM for collections, which the
747 Permittee will finalize prior to submission of collections to the UAM.
- 748 E. The Permittee, and any contractors hired on their behalf, will be responsible for submitting
749 all materials recovered from state and/or federal lands to the UAM within 6 months
750 following approval of the Final Implementation Report (VII.B.v), or within 1 year
751 following completion of the fieldwork that generated the collection if the property will not
752 require mitigation. All collections will be curation-ready, as determined by UAM
753 requirements. Prior to disposition, the Permittee, or any contractors hired on their behalf,
754 will safeguard all materials from theft or damage by providing appropriate interim storage
755 facilities and conservation actions, consistent with the requirements in 36 CFR 79.9. The
756 Permittee shall consult with UAM staff regarding interim storage facilities and necessary
757 conservation actions to be consistent with 36 CFR 79.9 (b)(4). Within 30 days following
758 disposition, the Permittee will provide the BLM with all accession records and
759 documentation associated with the transfer and curation of materials. The BLM will share
760 the documentation with other landowners or managers, as appropriate.
- 761 F. For collections recovered from private lands, the Permittee will work with private
762 landowners to arrange for the disposition of materials. The Permittee will provide private
763 landowners with information on the value of curation and will assume all costs of the
764 materials, not to exceed standards set forth in 36 CFR 79. If a landowner chooses to donate

¹² The term “materials” is consistent with the definition found at 36 CFR 79.4(a)(1), and refers to any objects, artifacts, specimens, records, or remains associated with historic properties. This includes all documentation generated during the implementation of this PA, with the exception of information that is subject to confidentiality clauses of NHPA, ARPA, and/or Alaska State law.

or loan the materials to the UAM or another repository, the Permittee will provide the BLM with documentation of the transfer within 30 days following the transfer. In the event that a landowner chooses to retain a collection, the Permittee will provide documentation of this to the BLM.

IX. INITIATION OF CONSTRUCTION ACTIVITIES AND STOP WORK ORDERS

A. The BLM shall ensure the Permittee does not initiate work on any Project Phase, Component, Stage, or Segment, until on-site actions to carry out the Alternative Four Step Process (VII) have been completed, and the BLM provides the Permittee with written notification that the Section 106 requirements have been met.

B. The BLM may provide written notification to the Permittee, indicating that Section 106 requirements for individual Project Segments have been met, under the following conditions:

i. Project activities within that Segment would not restrict subsequent rerouting of other Segments or Components to avoid, minimize, or mitigate adverse effects to historic properties; and

ii. The BLM, in consultation with the PA Signatories, determines that all inventory has been completed and there are no historic properties within the APE for that Segment and that cultural resource monitoring or other methods will account for potential unknowns.

C. The BLM may issue a Stop Work Order if it, or any PA Signatory, determines that Stipulation VII or IX.B has not been fulfilled, or if additional information regarding a historic property(ies) becomes available after the BLM notifies the Permittee that Section 106 requirements have been met. If a PA Signatory determines this, it shall notify the BLM in writing of the issue and the BLM shall subsequently issue a Stop Work Order to the Permittee. The BLM will then consult with the appropriate PA Signatories to determine what steps must be completed to allow for the work to be reinstated.

D. Monitors have the authority to issue a Stop Work Order if there is an inadvertent discovery found during monitoring activities. See also Stipulation X, Monitoring; Stipulation XII, Inadvertent Discovery and Unanticipated Effects; and the CRMP, Attachment E.

X. MONITORING REQUIREMENTS

A. Monitoring shall be required throughout the duration of this PA but may require differing levels of effort depending on the Project Phase, Component, or Stage. The BLM shall consult with Consulting Parties about where and to what extent monitoring will occur. At a minimum, the PA Signatories will consult regarding the need for monitoring during review of the Annual Work Plan (VII.B.i) and consider it during review of the Annual Fieldwork Report (VII.B.iii). The Permittee will ensure that monitoring plans are consistent with the Alaska Office of History and Archaeology Historic Preservation Series 15, *Monitoring Guidelines*. Additional details are provided in the CRMP, Attachment E.

B. The BLM shall ensure the Permittee employs qualified Monitors and Supervisory Monitors, consistent with Stipulation I.B and the professional qualifications outlined in the Alaska Office of History and Archaeology Preservation Series No. 15 *Monitoring Guidelines*, to be present for Project work as determined necessary through consultation with the Consulting Parties. The Permittee must make opportunities available for Tribal liaisons/representatives to participate in monitoring, consistent with Stipulation IV.G.

Typical considerations for monitoring include but are not limited to: all ground-disturbing work within 500 feet of the boundary of a known historic property, within 1,000 feet of anadromous river crossings, and in high potential areas where testing may not have been adequate. Monitors may also be appropriate at historic properties previously subjected to data recovery, since there is a possibility for discovery of significant features or other cultural materials in previously unexcavated areas. Post-construction monitoring may be necessary to evaluate whether effects are occurring to historic properties that were avoided, whether historic properties are being indirectly or cumulatively affected, or to complete a reasonable and good faith effort in areas that were identified as high potential to encounter cultural resources. Monitors will be authorized to issue Stop Work Orders, consistent with Stipulation IX.D.

- C. The Permittee shall develop a Monitoring Plan, which will be updated annually. The Monitoring Plan will include, but not be limited to:
- i. Areas to be monitored;
 - ii. Reporting requirements and schedule to track progress and results;
 - iii. Stop Work protocol for Monitors;
 - iv. Collection and curation protocols;
 - v. Hand signals for Monitors and equipment operators;
 - vi. Procedures and safety around heavy equipment; and
 - vii. Qualification standards and number of Monitors needed.
- D. The Permittee shall provide a Monitoring Plan to the BLM each year as part of the Annual Work Plan (VII.B.i). The Monitoring Plan will describe how Project activities during the upcoming year will be monitored. Consulting Parties will review the Monitoring Plan concurrently with the Annual Work Plan.
- E. The Permittee shall provide a Monitoring Report to the BLM each year as part of the Annual Fieldwork Report (VII.B.iii). The Monitoring Report will describe the results of the monitoring activities during the previous year. Consulting Parties will review the Monitoring Report concurrently with the Annual Fieldwork Report.

XI. CONTRACTOR TRAINING REQUIREMENTS

- A. The Permittee shall provide cultural resource awareness training to all Project personnel, contractors, and subcontractors on an annual basis. The training will inform Project personnel of their responsibilities under the law, and clearly list procedures to follow in the event that previously undiscovered cultural resources are encountered. Additional details are provided in Attachment E (CRMP).
- B. The Permittee is responsible for creating the training curriculum and shall make a good faith effort to seek input and collaborate with Tribes and other stakeholders to develop and teach the curriculum. Creation of the curriculum may be an iterative process. The Permittee will provide a copy of the curriculum to the BLM with the Annual Work Plan (VII.B.i), which will be shared with Consulting Parties for review and comment. The BLM will consider any timely comments received, and as necessary, require the Permittee to make changes and submit a revised version for review. The BLM and the SHPO will review the curriculum for approval, either within 15 days following the 30-day Consulting Party review, or within 15 days following receipt of any revisions. The curriculum must be approved by the BLM and the SHPO before it can be used for training purposes. The BLM will provide a copy of approved curriculum to the Consulting Parties for informational purposes.

- 855 **C.** It may be appropriate for contractors to receive differing levels of training depending on
856 Project Phase or job role. The BLM, along with Consulting Parties, will evaluate the
857 effectiveness of the curriculum at the Annual Meeting and determine if modifications
858 should be made to improve or clarify content. The Permittee may provide training
859 suggestions based on contractor roles and responsibilities at different stages of the Project.
- 860 **D.** At a minimum, the curriculum will provide information on the following topics:
- 861 i. Traditional cultural practices and subsistence uses along the Project corridor;
- 862 ii. Legal context for cultural resources protection and applicable federal, state, and
863 local laws;
- 864 iii. Penalties for disturbing cultural resources and human remains;
- 865 iv. Cultural resources likely to be found in the Project area;
- 866 v. Monitoring procedures, including safety around heavy equipment, buffer areas,
867 and hand signals between monitors and equipment operators;
- 868 vi. The Inadvertent Discovery of Cultural Resources Plan (Exhibit A of the CRMP,
869 Attachment E); and
- 870 vii. The Inadvertent Discovery of Human Remains Plan (Exhibit B of the CRMP,
871 Attachment E).

XII. INADVERTENT DISCOVERY AND UNANTICIPATED EFFECTS

- A.** The Permittee shall ensure that the Inadvertent Discovery of Cultural Resources (IDCR) Plan, found in Exhibit A of the CRMP, is implemented if there is an inadvertent discovery of a cultural resource(s) during any Project-related work.
- B.** The Permittee shall ensure all project personnel receive training on the IDCR Plan as part of Stipulation XI, Contractor Training Requirements, shall make the Plan available to all Project personnel, and shall ensure that all worksite supervisors have copies of the Plan with them at the worksite. The Permittee or their designee (such as worksite supervisors) is responsible for ensuring the following 2 steps are immediately implemented following an inadvertent discovery (refer to the IDCR Plan for full details):
- i. Stop Work – as soon as it is safe to do so, work will cease in the immediate vicinity of the discovery and a 100-foot radius buffer around the discovery will be flagged or fenced off. The discovery must be secured and protected from further disturbance to the extent possible.
 - ii. Notify Officials – as soon as possible following discovery, and no later than 1 business day, the Permittee or their designee will notify the BLM, the SHPO, and the landowner or manager of the discovery (contacts are listed in the IDCR Plan).
- C.** Within 5 business days of notification, the BLM, the SHPO, the Permittee, landowner or manager will consult by telephone or other means on the nature of the discovery and potential significance and determine if any additional investigation is warranted or if other parties should be notified. The resource(s) will be treated as eligible until a full assessment of eligibility can be completed.
- D.** If the BLM determines through consultation with the other parties that the discovery is not significant and the SHPO concurs, the BLM shall provide the Permittee with written authorization to proceed with construction activities within 1 business day of this determination and concurrence.
- E.** If the BLM determines that additional investigation is warranted, the Permittee shall ensure the discovery is investigated by a professional meeting Stipulation I, Standards, to evaluate for NRHP eligibility. The field investigation and DOE report will be completed within 10 days following the BLM's determination. The BLM will consult with the SHPO, and other Consulting Parties as appropriate, on the eligibility of the discovery, within 3 business days of receipt of the DOE. The SHPO will provide a determination to the BLM within 5 business days from consultation. If no response is received within 5 business days, the BLM will move forward with their determination.
- F.** If the discovery is determined eligible, and the Project cannot avoid further effects or has already caused an adverse effect, the Permittee will prepare a Treatment Plan based on mitigation measures developed in the CRMP, Attachment E, and modified to fit the affected historic property. The Permittee will submit the Plan to the BLM within 5 business days of the end of the SHPO comment period. The BLM will distribute the Plan to the other Consulting Parties as appropriate, for a 5 business-day review. The BLM will take into consideration any timely comments received, and require any changes to be incorporated, before approving of the Treatment Plan. The Permittee must implement the on-site measures of the Treatment Plan and receive written notification from the BLM that on-site Section 106 requirements have been met for the discovery, prior to Project activities resuming.

- 917 **G.** The Permittee will report on any discoveries, and the actions that were taken to resolve
918 them, as part of the Annual PA Report (XV.B). The Permittee will also provide a Final
919 Implementation Report to the BLM before moving forward.

920 **XIII. TREATMENT OF HUMAN REMAINS**

- 921 **A.** The Permittee shall ensure that the Inadvertent Discovery of Human Remains (IDHR) Plan,
922 found in Exhibit B of the CRMP, Attachment E, is followed if human remains are
923 discovered during Project work, regardless of cultural origin or age, and also including
924 funerary objects, sacred objects, or objects of cultural patrimony, as defined in 43 CFR
925 10.2(d).

- 926 **B.** The Permittee shall ensure all project personnel receive training on the IDHR Plan as part
927 of Stipulation XI, Contractor Training Requirements, shall make the Plan available to all
928 Project personnel, and shall ensure that all worksite supervisors have copies of the Plan
929 with them at the worksite. The Permittee or their designee (such as worksite supervisors)
930 is responsible for ensuring the following steps are immediately implemented following an
931 inadvertent discovery (refer to the IDHR Plan for full details):

932 i. Stop Work – As soon as it is safe to do so, work will cease in their immediate
933 vicinity of the discovery and a 100-foot radius buffer will be flagged or fenced off
934 to protect the remains. The remains will be treated with dignity and respect and
935 covered or protected from further disturbance;

936 ii. Notify Officials – The Permittee will immediately notify, and no later than 1
937 business day, the Alaska State Troopers, the Alaska State Medical Examiner, local
938 law enforcement, and the Alaska State Troopers/Missing Persons Clearinghouse
939 as stipulated in AS 12.65.005. The Permittee will also notify the BLM, the
940 landowner/manager, the SHPO, and Tribes of discovery per the contact list in the
941 IDHR Plan.

- 942 **C.** The PA Signatories will defer to local law enforcement or the Alaska State Troopers for a
943 determination of whether the remains are of a forensic nature and/or subject to criminal
944 investigation. Remains that are of a forensic or criminal nature will no longer be subject to
945 the terms of this PA.

- 946 **D.** If the discovery is on private or state lands, the Permittee will be responsible for facilitating
947 consultation among the BLM, the SHPO, landowner, and Tribes to determine appropriate
948 treatment, removal, and/or disposition measures for the remains or objects. The Permittee
949 is responsible for covering costs associated with the consultation and treatment, removal,
950 and disposition measures.

- 951 **E.** If the discovery is on federal lands, and includes human remains, funerary objects, sacred
952 objects, or objects of cultural patrimony, the managing agency (the BLM or the NPS) will
953 follow the provisions of the NAGPRA, pursuant to 25 USC 3001 et seq., and the
954 implementing regulations found at 43 CFR 10.4(d). The managing agency will consult with
955 the appropriate Tribe(s) and develop a plan of action within 30 days, as required by 43 CFR
956 10.5. Consultation for the plan of action will determine appropriate treatment of the
957 remains or objects and a course of action for excavation, custody, and other factors, to
958 complete the disposition process. The Permittee is responsible for covering costs associated
959 with the development of the plan of action and the disposition of the remains or objects.

- 960 **F.** Project construction that would not affect the discovery site may continue, as directed by
961 the BLM through written notification to the Permittee, while documentation and
962 assessment of the human remains at the discovery site proceeds and/or while the NAGPRA
963 plan(s) of action is developed. When the BLM determines that the protocols outlined in the
964 IDHR Plan have been followed, and that compliance with state and federal cultural
965 resources laws has been completed, the BLM will provide the Permittee with written
966 notification that the requirements have been met, and that Project activities may resume at
967 the discovery site.
- 968 **G.** The Permittee will report on any discoveries, and the actions that were taken to resolve
969 them, as part of the as part of the Annual PA Report (XV.B).

970 **XIV. DOCUMENT SUBMISSION AND REVIEW**

- 971 **A.** Consistent with the terms and conditions of this PA, the Permittee will prepare numerous
972 document deliverables that will require review by the PA Signatories. These deliverables
973 will include summaries, plans, reports, and curriculum, referred to collectively as “reports”;
974 additional details for reporting are provided in the CRMP, Attachment E. All required
975 reports for PA implementation are displayed in tabular format in Attachment F, Reporting
976 Table.
- 977 **B.** The review, comment, and approval process for all reports will follow the same steps
978 (unless otherwise described) and are cross-referenced with columns in Attachment F,
979 Reporting Table, as follows:
- 980 i. The Permittee will submit the report to the BLM within the specified timeframe
981 (Submittal Due).
- 982 ii. Within 7 business days of receipt, the BLM will submit the report to the Consulting
983 Parties for a review and comment period, which will occur within the timeframe
984 specified (Review Period).
- 985 iii. If no comments are during the Review Period, the BLM will move forward with
986 the report. If timely comments are received, the BLM will consider them and
987 require the Permittee to incorporate changes to the report, and (if necessary) submit
988 a revised version to the BLM within 30 days.
- 989 iv. Within 7 business days of receipt of revised reports, the BLM will submit them to
990 agencies for approval within the timeframe specified (Required Report
991 Approvals). If approval of a report is denied for any reason, the party must notify
992 the BLM of this in writing during the review period and provide information
993 regarding the necessary corrections to allow for approval of that report. The BLM
994 will then direct the Permittee to make the necessary changes and then resubmit the
995 revised report to that party for approval.
- 996 v. After approval, the BLM will share the final version of reports with Consulting
997 Parties for informational purposes.
- 998 vi. The BLM will append finalized Annual Work Plans, Monitoring Plans, and
999 Treatment Plans to Attachment G, Project Plans, consistent with Stipulation
1000 XVII.B.iii.
- 1001 **C.** Any Consulting Party may submit a request in writing to the BLM for an additional 30-day
1002 extension for report review and comment periods. The Permittee may also submit a request

in writing to the BLM for up to a 30-day extension on report submission deadlines. All requests will be considered, and the BLM will notify the other PA Signatories and Consulting Parties as appropriate, if a request is granted. Deadline extensions will not require an amendment.

- D.** The Permittee may be required by the BLM to redact versions of reports for sensitive information, such as site-specific locations and names, in order for the BLM to distribute the reports to Consulting Parties who do not fall under the applicable professional qualification standards set forth in Stipulation I, Standards, and the public.

XV. AGREEMENT TRACKING AND MONITORING

- A.** Annual Meeting – The BLM will facilitate an Annual Meeting among the Consulting Parties, no later than March 31 of each year, to consult on the previous year’s activities and the activities scheduled for the upcoming year. Items to be discussed at the Annual Meeting may include, but are not limited to:

- i. The Permittee will provide detailed descriptions or presentations on work that occurred over the past year, including the following:

1. Construction, operations, or maintenance activities;
2. Inventory work within the APE, including consultation, archival research, and field survey;
3. Cultural resources identified and evaluated;
4. Historic properties assessed for effects and resolution measures implemented (or proposed); and
5. Monitoring results;

- ii. The Permittee will provide detailed descriptions or presentations on work that will occur over the upcoming year, including the following:

1. Any changes to Phase Plans and whether that may change inventory, evaluation, assessment, or resolution requirements, per the PA;
2. Construction, operations, or maintenance activities and schedules;
3. Planned Inventory work within the Direct APE;
4. A schedule for activities;
5. Contractor Training Curriculum, effectiveness and/or modification; and
6. Other plans or descriptions of how the Permittee will meet PA terms and conditions;

- iii. The BLM, together with the other PA Signatories, will consider:

1. Whether each agency (BLM, NPS, USACE, State) has met its respective responsibilities under the PA and any possible issues of non-compliance;
2. PA and CRMP effectiveness and amendments, revisions, or addendums, as necessary;
3. The APE and revisions, as necessary;
4. Inventory needs within the Indirect APE;
5. Need for re-inventory, reevaluation of eligibility, or assessment of effects if Projects footprints or plans change;
6. Monitoring needs, results, and effectiveness;
7. The need for Project-wide mitigation to account for indirect or cumulative effects;

- 1047 8. The need for Technical Reports, Construction and Operations Summary
1048 Reports, or Reclamation and Project Closure Report;
1049 9. PA requirements that have been completed in full; and
1050 10. Feasibility of timelines;
- 1051 iv. The BLM will share non-sensitive information gathered during consultation that
1052 may be relevant to implementation of the PA and any updates to the Contact List
1053 or Maps.
- 1054 **B. Annual PA Report** – The Permittee will provide an Annual PA Report to the BLM, no
1055 later than March 1 each year. This report will summarize all activities resulting from PA
1056 implementation over the previous year. The BLM will submit the Annual PA Report to
1057 the Consulting Parties at least 15 days prior to the Annual Meeting. Consulting Parties
1058 will have a 30-day review and comment period for the Annual PA Report, which will
1059 follow the steps described in Stipulation XIV, Document Submission and Review. After
1060 review by the Consulting Parties, the Report will be made available to the public,
1061 consistent with Stipulation (V.F). Additional details are discussed in the CRMP,
1062 Attachment E.
- 1063 **C. Summary Construction and Operations Reports** – The BLM shall ensure the Permittee
1064 provides summary Construction and Operation Reports, to assist with tracking the
1065 implementation of the PA within 2 years following completion of construction for Phases
1066 I, II, and III, and/or every 10 years. At least 1 year before the report is due the BLM will
1067 consult with the PA Signatories during the Annual Meeting, to determine additional
1068 required report content, due date, and review schedule. The Construction and Operation
1069 Reports will, minimally, include a summary of the work that has occurred during that Phase
1070 or period, the resources found, measures implemented, changes and updates in project
1071 designs/plans, changes in management or roles, and other relevant information. Some or
1072 all of the content may be summarized from the Annual Work Plans, Annual Fieldwork
1073 Reports, Annual PA reports, or other reports and documents. The Permittee will provide
1074 the report to the BLM within the determined timeframes, and the BLM will share the report
1075 with Consulting Parties for, minimally, a 30-day review and comment period which will
1076 follow the steps described in Stipulation XIV, Document Submission and Review.
- 1077 **D. Summary Reclamation and Closure Report** – The BLM shall ensure the Permittee provides
1078 a summary report at the conclusion of the reclamation and closure Phase of the Project.
1079 The required content and due date will be determined through consultation with the PA
1080 Signatories and will be provided to the Permittee at least 2 years before the report is due.
- 1081 **E. If any PA Signatory deems an additional meeting with the other PA Signatories is**
1082 **necessary in addition to the Annual Meeting described above, that party shall inform the**
1083 **BLM in writing. The BLM shall consider all requests and will inform the other PA Parties**
1084 **if the BLM determines that the additional meeting is necessary.**
- 1085 **F. Any of the PA Signatories or Concurring Parties may request informal meetings with the**
1086 **BLM, or other parties, regarding the implementation of the PA without requiring**
1087 **notification of the other PA Signatories. However, no changes or decisions regarding the**
1088 **implementation of the PA can be made without following Stipulation XVII, Amendments**
1089 **and Addendums, with the exception of requests to extend report submission or review**
1090 **deadlines (XIV.C).**

1091 **G.** The BLM will ensure that no less than every 5 years, the PA is reviewed with the
1092 Consulting Parties to evaluate the efficacy and consider changes, if necessary.

1093 **H.** If the Project is delayed or put on hold at any stage for more than 12 consecutive months,
1094 the Permittee will be responsible for funding all costs associated with re-familiarizing all
1095 Consulting Parties with the Project, the Section 106 process, the PA Stipulations, and any
1096 work that has already occurred under the terms of the PA. The BLM shall ensure this effort
1097 includes, but is not limited to, sending notification letters to the Consulting Parties to notify
1098 them that the Project will be moving forward and provide a brief summary of the PA
1099 implementation to date; facilitation of 1 or more meetings with Consulting Parties; and
1100 facilitation of 1 or more meetings among the PA Signatories to discuss PA implementation
1101 work to date and consider any necessary revisions to the PA and CRMP, and to ensure all
1102 parties are informed of their responsibilities under the terms of the PA; and any in-person
1103 consultation between the BLM and Tribes. The Permittee will provide at least 60 days
1104 advance notice to the BLM to ensure these steps can be adequately accomplished.

1105 **XVI. DISPUTE RESOLUTION**

1106 **A.** Should any PA Signatory object at any time to any proposed work or the manner in which
1107 the terms of this PA are implemented, the BLM shall consult with the party to resolve
1108 objection. If the BLM determines that such objection cannot be resolved, the BLM will:

1109 i. Forward all documentation relevant to the dispute, including the BLM's proposed
1110 resolution, to the ACHP. The ACHP shall provide the BLM with its advice on the
1111 resolution of the objection within 30 days of receiving adequate documentation.
1112 Prior to reaching a final decision on the dispute, the BLM shall prepare a written
1113 response that takes into account any timely advice or comments regarding the
1114 dispute from the ACHP, PA Signatories, and Consulting Parties, and will provide
1115 the parties with a copy of the written response. The BLM will then proceed
1116 according to its final decision.

1117 ii. If the ACHP does not provide its advice regarding the dispute within the 30-day
1118 time period, the BLM may make a final decision on the dispute and proceed
1119 accordingly. Prior to reaching such a final decision, the BLM shall prepare a
1120 written response that takes into account any timely comments received from the
1121 PA Signatories and Consulting Parties regarding the dispute and provide those
1122 parties and the ACHP with a copy of such written response.

1123 **B.** The BLM's responsibility to carry out all other actions subject to the terms of this PA that
1124 are not the subject of the dispute remain unchanged.

1125 **XVII. AMENDMENTS AND ADDENDUMS**

1126 **A.** Any PA Signatory may request an amendment to the PA by providing the proposed
1127 changes in writing to the BLM. The BLM will notify all Consulting Parties of the proposed
1128 amendment and consult with them to reach agreement within 30 days. The amendment will
1129 be effective on the date the amendment is signed by the Signatories and filed with the
1130 ACHP. If the amendment is not signed within 60 days of receipt, the BLM will reinstate
1131 consultation for another 30 days. If the Signatories do not agree to the amendment, the
1132 BLM will determine that the PA will stand as is.

1133 **B.** PA Attachments may be amended with a streamlined process as follows, except for
1134 Attachments A, E, and G. Any PA Signatory may propose an amendment to an Attachment
1135 by submitting a request in writing to the BLM. If the BLM concurs that the amendment

improves or updates the Attachment(s), the BLM will share the proposed amendment with the Consulting Parties for a 30-day review and comment period. If no comments are received at the end of the review period, the BLM will move forward with the proposed amendment and will provide Consulting Parties with a revised version of the Attachment(s).

i. The BLM may revise Attachment A, Maps, at any time without necessitating an amendment. The BLM will notify the Consulting Parties of any updates and provide the revised version of Attachment A at the Annual Meeting (XV.A).

ii. Attachment E, CRMP, may be updated without necessitating a PA amendment, but requires written approval from the BLM, the SHPO, and the NPS in a revised version of Exhibit F (Signature Page for CRMP Finalization). Any PA Signatory may propose an amendment to the CRMP by submitting a request in writing to the BLM. If the BLM concurs that the amendment improves or updates the CRMP, the BLM will share the proposed amendment with the Consulting Parties for a 30-day review and comment period. The BLM will consider all timely comments received, in consultation with the SHPO and the NPS, and incorporate changes. The BLM will send a revised version of the CRMP to the Consulting Parties following written approval. If a Consulting Party objects to the changes, the BLM will follow the steps in Stipulation XVI, Dispute Resolution.

1. The BLM may update CRMP Exhibit D (Mapbook of AHRs Sites within the APE) and Exhibit E (Contact List) at any time without necessitating written approval from the BLM, the SHPO, and the NPS. The BLM will provide any revisions to the Exhibit(s) at the Annual Meeting (XV.A).

iii. The BLM may append documents to Attachment G, Project Plans, at any time without necessitating an amendment, as long as the documents are required by and/or developed under the terms of the PA, such as Phase Plans, Annual Work Plans, Monitoring Plans, and Treatment Plans, and the addition is documented in Attachment H, Amendment and Addendum Log. Final reports do not need to be appended to the PA.

C. The BLM will document all amendments and addendums to the PA in Attachment H, Amendment and Addendum Log. The BLM will provide revised versions of the PA or PA Attachments to the Consulting Parties within 30 days of finalization, unless otherwise noted.

XVIII. TERMINATION

A. If any of the PA Signatories determine that its terms will not or cannot be carried out, that party shall immediately consult with the other PA Signatories to attempt to develop an amendment per Stipulation XVII, above. If, within 30 days (or another time period agreed to by all PA Signatories), an amendment cannot be reached, any PA Signatory may terminate the PA upon written notification to the other PA Signatories.

B. Once the PA is terminated, and prior to work continuing on the Undertaking, the BLM must either (a) execute a Memorandum of Agreement pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. The BLM shall notify the Consulting Parties as to the course of action it will pursue.

XIX. FINANCIAL SECURITY

- A. The Permittee will post a financial instrument approved under the ROW regulations (43 CFR 2800) with the BLM in an amount sufficient to cover all post-fieldwork costs associated with implementing the PA, or other mitigative activities such as data recovery, curation, and report completion, as negotiated by the Permittee where they contract for services in support of this PA.
- B. The BLM will determine through consultation with the other PA Signatories the extent and duration of additional data collection activities and analysis, taking into account the need for completing post-fieldwork activities, should the Permittee abandon the Project.

XX. ANTI-DEFICIENCY ACT

The BLM's obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. The BLM shall make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the BLM's ability to implement the stipulations of this agreement, the BLM shall consult in accordance with the amendment and termination procedures found at Stipulations XVII and XVIII of this PA.

XXI. DURATION OF THIS PA

- A. Unless otherwise amended or terminated in accordance with Stipulation XVII or XVIII, this PA will expire 25 years from the date of Execution.
- B. The Project is proposed to last 50 years, but because Project design plans are not fully developed at this time, this PA cannot account for all anticipated effects. The PA Signatories recognize that an amended extension of this PA or another agreement document will be needed to ensure compliance with the NHPA throughout the Operations and Maintenance and Reclamation Phases of the Project. Therefore, at least 2 years prior to expiration, the PA Signatories will consult to determine whether a new PA will be developed or if this PA will be amended and extended.
- C. The BLM and Consulting Parties will review all sections of this PA every 5 years and at shifting of Project Phases to update outdated statutes, best practices, and contact information, and to consider whether organizations who may have originally declined participation may wish to participate as a Consulting Party. If the BLM determines the PA needs to be updated, the BLM will notify the PA Signatories, Consulting Parties, and other interested parties and invite them to consult on the proposed changes. Amendments to the PA would be consistent with Stipulation XVII, Amendments and Addendums.

EXECUTION of this PA by the BLM, the SHPO, and the ACHP, and implementation of its terms, evidences that the BLM has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

This PA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The BLM may consolidate the original signature pages to produce the final copies. The BLM will distribute copies of all pages to all Consulting Parties once the PA is signed.

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

SIGNATORY

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT

By: _____

(Chad Padgett, State Director, BLM Alaska)

DATE: _____

4/17/2020

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

SIGNATORY

***ALASKA STATE HISTORIC PRESERVATION OFFICER**

By: 

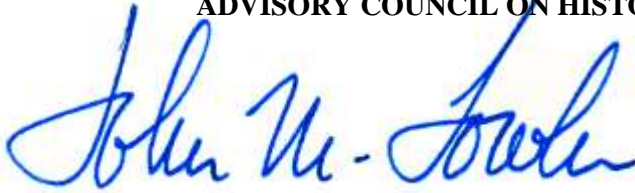
(Judith Bittner, State Historic Preservation Officer, Alaska State Historic Preservation Office)

DATE: 

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

SIGNATORY

ADVISORY COUNCIL ON HISTORIC PRESERVATION



By: _____
(John M. Fowler, Executive Director, Advisory Council on Historic Preservation)

DATE: April 27, 2020

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

INVITED SIGNATORY

ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY




By: _____
(Mark R. Davis, Chief Infrastructure Development Officer)

DATE: 5/5/20

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

INVITED SIGNATORY

ALASKA DEPARTMENT OF NATURAL RESOURCES

By:  _____
(Corri A. Feige, Commissioner)

DATE: 4/27/2020

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

INVITED SIGNATORY

U.S. ARMY CORPS OF ENGINEERS

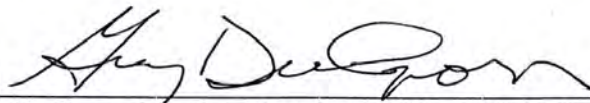
By: _____
(Shannon Morgan, Chief North Branch)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

INVITED SIGNATORY

U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By: 
(Greg Dudgeon, Superintendent, Gates of the Arctic National Park and Preserve)

DATE: 04/23/2020

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

ALATNA VILLAGE COUNCIL

By: _____
(Harding Sam, First Chief)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

ALLAKAKET VILLAGE COUNCIL

By: _____
(Elsie Bergman, First Chief)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

CITY OF ALLAKAKET

By: _____
(Crystal Bergman, Mayor)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

EVANSVILLE, INCORPORATED

By: _____
(Frank Thompson, First Chief)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

EVANSVILLE VILLAGE

By: _____
(Dave Anderson, President)

DATE: _____

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

NATIVE VILLAGE OF KOBUK

By: Henry Horner Sr
(Henry Horner, President)

DATE: 04/24/20

**PROGRAMMATIC AGREEMENT
BY AND AMONG THE
BUREAU OF LAND MANAGEMENT,
ALASKA STATE HISTORIC PRESERVATION OFFICER, AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
AMBLER MINING DISTRICT INDUSTRIAL ACCESS ROAD, ALASKA**

CONCURRING PARTY

NORTHWEST ARCTIC BOROUGH

By: _____
(Lucy Nelson, Mayor)

DATE: April 22, 2020

DEFINITIONS

ACHP (Advisory Council on Historic Preservation) – The ACHP is an independent federal agency that promotes the preservation, enhancement, and productive use of our nation’s historic resources, and advises the President and Congress on national historic preservation policy. The National Historic Preservation Act (NHPA) gives the ACHP the legal responsibility to assist federal agencies in their efforts and to ensure they consider preservation during project planning.

Adverse Effect – An adverse effect is found when an Undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register of Historic Places (NRHP) in a manner that would diminish the integrity of the property’s location, design, setting, materials, workmanship, feeling, or association. Adverse effects may include reasonably foreseeable effects caused by the Undertaking that may occur later in time, be farther removed in distance, or be cumulative. The term is consistent with the definition found at 36 CFR 800.5(a)(1), and may include, but is not limited to, the effects described at 36 CFR 800.5(a)(2).

AIDEA (Alaska Industrial Development and Export Authority) – AIDEA is the Project proponent and Permittee. AIDEA is a public corporation of the State of Alaska, created in 1967 by the Alaska Legislature “in the interests of promoting the health, security, and general welfare of all the people of the state, and a public purpose, to increase job opportunities and otherwise to encourage the economic growth of the state...”

APE (Area of Potential Effects) – The APE 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 is influenced by the scale and nature of an Undertaking and may be different for different kinds of effects caused by the Undertaking.

Archaeological Sensitivity Model – This is a Geographical Information System model capable of identifying resource potential for prehistoric, protohistoric, and early historic archaeological resources left behind by Native Alaskans within the Direct and Indirect APE. The Model will be developed following selection of a preferred alternative. The Model does not predict site location but will identify areas that have high, medium, or low potential for these types of sites. The results of the Model will be integrated into the Survey Strategy.

Component/Project Component – The Project, as proposed, would include construction of bridges, material sites, maintenance stations, airstrips, and related ancillary features, which are referred to as Components.

Concurring Party – In accordance with 36 CFR 800.6(c)(3), a concurring party is a Consulting Party invited to sign the PA but who does not have the authority to amend or terminate the agreement. A concurring party signature is not required to execute the agreement.

Construction Phases – The Permittee has proposed building the Project in 3 Phases:

Phase I Construction of Seasonal Pioneer Road: This Phase would overlap with the Pre-Construction Phase and will occur during years 2 to 4 of the Project. The Pioneer Road is proposed as a single-lane seasonal road with embankment width up to 28 feet and height 30 to 72 inches, 12-foot road lane, 2-foot shoulders, and 1-way operation for up to 7 months per year. This Phase would include clearing vegetation from the federal and state right of ways while other right-of-way negotiations are underway. Other activities associated with this Phase include construction of material sources, clearing and preparing construction camps, placement of radio towers, staging of equipment and labor in various areas, hauling materials and placing fill, excavating high areas, and

grading. It would also include installation of culverts and bridges (including driving piles for bridge supports) as well as airstrips, maintenance facilities, and access controls.

Phase II Construction of All Season Roadway: This Phase, occurring during years 3 to 4 of the Project (including overlap with Phase I) would involve the construction of a year-round useable road and would include additional material extraction, hauling and placing material to expand the Phase I embankment (width and depth), and grading to final slopes. Fiber optic facilities would be trenched into the road embankment during this Phase.

Phase II Operations and Maintenance of the Constructed Phase II Roadway: This Phase, occurring from years 4 to 50, includes continued development or expansion of material sites, air operations, maintenance station operations, hauling materials and placing fill for repairs/maintenance, grading, and removal and reclamation of temporary construction camps not turned into maintenance stations.

Phase III Construction of 2-Lane Road: Phase III, if needed, would include additional clearing, additional material extraction, additional excavation where widening road in cut sections or side hilling, additional hauling and placing materials to expand the Phase II embankment (width), and additional grading. Culverts would be extended by welding extensions onto existing culverts. The expansion would create a 2-lane all-season roadway. The road widening effort would take 2 to 3 years to complete.

Consultation – The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the Section 106 process.

Consulting Party – Any group, entity, or person that has a demonstrated interest in the Undertaking and has participated in the PA development or has indicated they wish to participate in the Section 106 process. This includes Tribes, agencies, local governments, nonprofit organizations, and the Permittee.

CRM (Cultural Resources Management) – CRM is the practice of cultural heritage management within a framework of federal, state, and local laws, regulations, and guidelines.

CRMP (Cultural Resources Management Plan) – A CRMP is a document drafted to guide compliance and consideration of cultural resources during implementation of a project or to assist a landowner or land manager.

Cultural Resource – Archaeological, historical or architectural resources, structures, or places that may exhibit human activity or occupation and/or may be places of religious, spiritual, or cultural significance to Tribes, or meet the criteria of a Traditional Cultural Property (TCP) (BLM Manual 8100).

Cumulative Effects – Cumulative effects result from incremental actions, that when added to other past, present, and reasonably foreseeable future actions, may adversely affect a historic property.

Curation – Refers to the process of selecting and caring for archaeological or cultural materials to be provided to a museum or landowner for future research, exhibit, or instruction. Curation procedures will follow University of Alaska Museum of the North's *Curation Guidelines* (UAM Curation Guidelines and 36 CFR 79).

Direct Effects – Direct effects include physical destruction or damage, alteration that is not consistent with 36 CFR 68, removal of a property from a historic location, change in the character of use or physical features that contribute to the historic significance, deterioration through neglect, or introduction of visual, atmospheric, or audible elements that diminish the integrity of a property's significant historic features. This includes, but is not limited to, the effects identified in 36 CFR 800.5(a)(2).

DOE (Determination of Eligibility) – A DOE is an evaluation of whether a property is eligible for listing in the NRHP, following guidance provided in the National Park Service Bulletin 15 *How to Apply the National Register Criteria for Evaluation*.

Effect – See Adverse Effect.

Execution – Refers to the date the PA goes into effect and is defined as the date that the last Signatory signs the document and it is filed with the ACHP. At that point, the PA is considered executed.

Field Crew Chief – Archaeologist who oversees and coordinates an archaeological field crew in locating, collecting, recording, and interpreting data during archaeological survey and excavation. The Field Crew Chief must have at least 2 years of supervisory experience conducting archaeological fieldwork in Alaska or have partaken in a cultural resource training/shadowing program prior to taking on the Field Crew Chief role.

GAAR (Gates of the Arctic National Park and Preserve) – The northernmost national park in the U.S., GAAR protects portions of the Brooks Range. It was initially designated a national monument in 1978. After passage of the Alaska National Interest Lands Conservation Act in 1980, it was re-designated as a national park and preserve.

Historic Property – Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places (NRHP) maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious, spiritual, or cultural importance to a Tribe and that meet the NRHP criteria.

Indirect Effects – Indirect effects to historic properties are those caused by an Undertaking that are later in time or farther removed in distance but are still reasonably foreseeable.

Inventory – The term “inventory” is used throughout this document to refer to all efforts to compile information on historic properties, including consultation, archival research, and fieldwork. The term is similar to survey, but “survey” is used throughout this document to refer to inventory efforts that are field based only.

Invited Signatory – The State of Alaska, National Park Service, U.S. Army Corp of Engineers, and the Alaska Industrial Development and Export Authority are Invited Signatories to this PA. In accordance with 36 CFR 800.6(c)(2), Invited Signatories have the same rights with regard to seeking amendment or termination of the PA as the Signatories. The refusal of an Invited Signatory to sign the PA does not prevent the agreement from being executed.

Materials – The term “materials” refers to any objects, artifacts, specimens, records, or remains associated with historic properties, consistent with the definition found at 36 CFR 79.4(a)(1). This includes all documentation generated during the implementation of this PA, with the exception of information that is subject to confidentiality clauses of NHPA, Archaeological Resources Protection Act, and/or Alaska State law.

Monitor – Archaeologist who observes ground-disturbing/excavation activities in order to identify, recover, protect, and/or document archaeological information or materials that are unearthed during these activities. The Monitor has stop-work authority and must have a bachelor’s degree in Archaeology or closely related field, plus at least 1 year of experience conducting archaeological fieldwork in Alaska.

NHPA (National Historic Preservation Act) – The NHPA, 54 USC 300101 to 307108, is the primary federal law governing the preservation of historic resources in the U.S. The law established a national

preservation program and a system of procedural protections which encourage the identification and protection of historic resources of national, state, tribal and local significance.

NRHP (National Register of Historic Places) – The NRHP is the official list of the Nation’s historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the NRHP is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America’s historic and archeological resources.

PA (Programmatic Agreement) – A document that records the terms and conditions agreed upon to resolve the potential adverse effects of a Federal agency program, complex Undertaking or other situations in accordance with 36 CFR 800.14(b).

PA Signatories – This term is used in the PA to collectively mean the Signatories and Invited Signatories.

Permittee – The Permittee is AIDEA and any heirs, successors, assigns, joint ventures, and any contractors acting on behalf of the Permittee; all of whom are bound by the terms of this PA.

Pre-Construction Phase – This Phase includes those activities required to complete permitting and design, such as: geotechnical investigations at bridge locations, along the corridor centerline to refine the embankment design, and at material sites along the east-end alignment; aerial imagery and LiDAR (and/or survey) for areas lacking coverage; wetland delineation on areas not field delineated; hydrology studies; and cultural resources surveys. No Components will be installed as part of this Phase. Years 1 and 2 may overlap with Phase I Construction timing.

Project – All aspects, including those not currently defined but may be defined in the future for the Ambler Mining District Industrial Access Road.

Project Field Plans – A planning tool for deployment of field crews during the entire field season, based on output for site potential value (high, medium, low) and the Survey Strategy.

Reclamation Phase – This Phase of the Project would occur at the end of the Project and would include removal of embankment, culverts, airstrips, and maintenance sites, as well as regrading and revegetation. All Components would be removed at end of reclamation.

ROD (Record of Decision) – The ROD is a statement issued by the Lead Federal Agency that informs the public of the agency’s decision, the agency’s rationale for it, and any mitigation measures the agency will carry out for significant impacts. The ROD will govern whether permits are issued for a project to move forward.

Section 106 – Section 106 of the NHPA of 1966 requires federal agencies to consider the effects of projects they carry out, assist, fund, permit, license, or approve throughout the country (known as “Undertakings”) on historic properties. The Section 106 process requires federal agencies to identify historic properties, assess effects on those properties, and resolve adverse effects through avoidance, minimization, or mitigation. Section 106 gives the ACHP, interested parties, and the public the chance to weigh in on these matters before a final decision is made. The ACHP has issued regulations, 36 CFR 800, which guide how agencies should fulfill this responsibility.

Segments/Project Segments – Geographical sections of the Project (e.g., milepost 32 to 35).

Sensitive information – This is defined in the NHPA as including information about the location, character, or ownership of a historic property if disclosure to the public may cause a significant invasion of privacy, risk harm to the historic property, or impede the use of a traditional religious site by practitioners (54 USC 307103).

SHPO (State Historic Preservation Officer) – Every state and U.S. Territory has a SHPO who, with the support of qualified staff, is charged with: conducting a comprehensive survey of historic properties; maintaining an inventory of historic properties; identifying and nominating eligible properties for the NRHP; advising and assisting Federal, State and local governments in matters of historic preservation; preparing and implementing a statewide historic preservation plan; providing public information, education, training, and technical assistance; and providing consultation for Federal Undertakings under the Section 106 provision of the National Historic Preservation Act.

Signatory – The BLM, SHPO, and ACHP are Signatories to this PA. In accordance with 36 CFR 800.6(c)(1), the Signatories have sole authority to execute the PA. The Signatories, along with the Invited Signatories, can amend or terminate the PA.

Stages/Project Stages - Specific construction steps or activities that would occur within each Project Phase or Component (e.g., survey, geotechnical drilling, etc.).

Supervisory Monitor – Secretary of Interior-qualified archaeologist who is present at the job site for the duration of the monitoring program. Conducts monitoring and/or supervises historic properties monitors on-site. The Supervisory Monitor has stop-work and start-work authorities. Must have a master's degree in Archaeology or closely related field, plus at least 1 year of supervisory experience conducting archaeological fieldwork in Alaska.

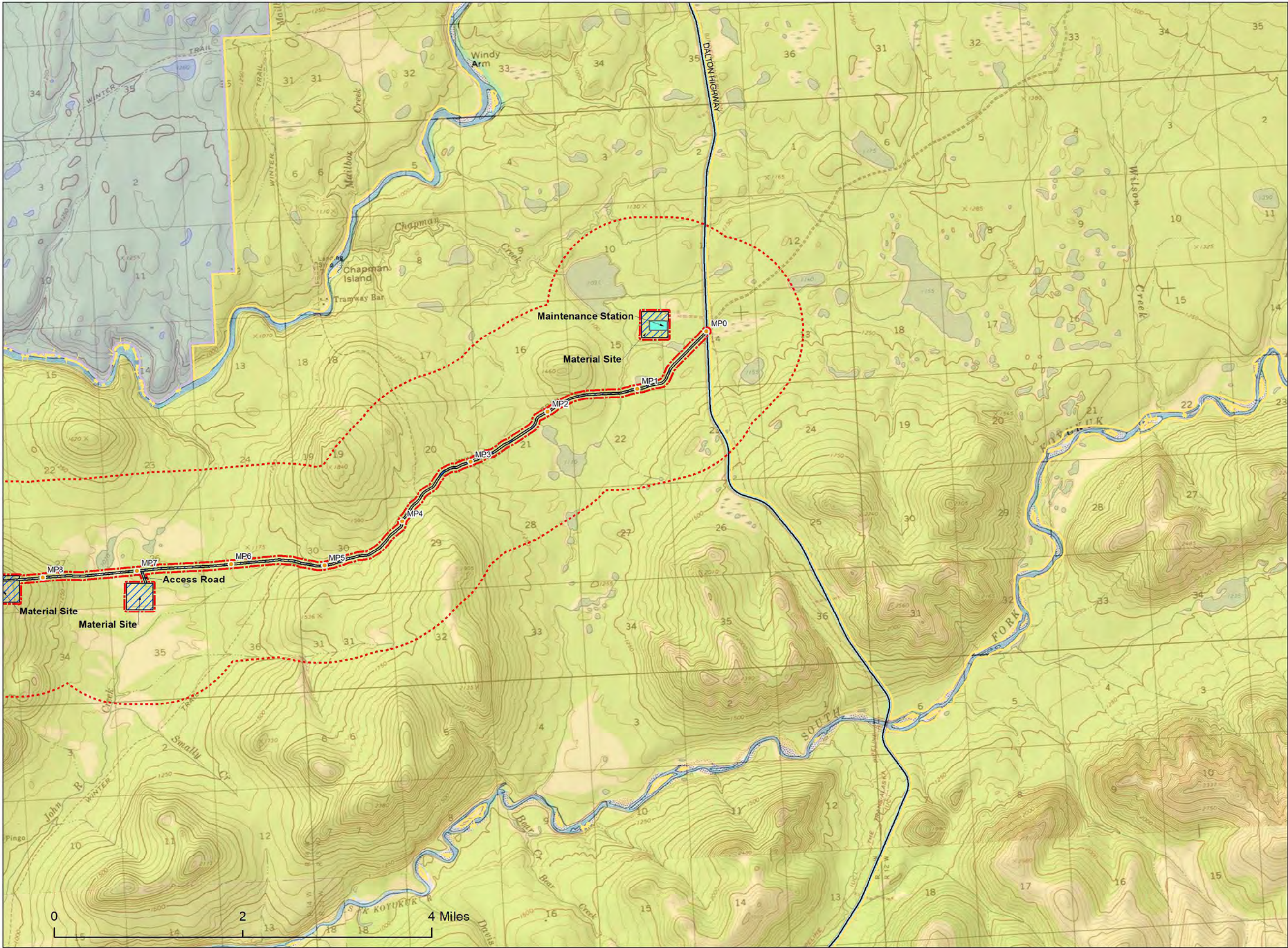
Survey – The term “survey” is used throughout this document to refer to inventory efforts that are field-based only. The term is similar to inventory, but “inventory” is used throughout this document to refer to all efforts to compile information on historic properties, including consultation, archival research, and fieldwork.

Survey Strategy – Required field inventory efforts based on a reasonable and good faith effort and incorporating specific field methods to document and record sites. The Survey Strategy will be developed by integrating multiple data sources for historic, ethnographic, and archaeological resources for the entire APE which will then be used to classify the APE into areas of high, medium, or low potential to contain archaeological and cultural material.

TCP (Traditional Cultural Property) – A place that is eligible for inclusion in the NRHP based on its associations with the cultural practices, traditions, beliefs, lifeways, arts, crafts, or social institutions of a living community. TCPs are rooted in a traditional community's history and are important in maintaining the continuing cultural identity of the community. More information on TCPs is found in the National Park Service Bulletin 38 *Guidelines for Evaluating and Documenting Traditional Cultural Properties*.

Undertaking – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency, those carried out with federal financial assistance, and those requiring a federal permit, license, or approval as defined at 36 CFR 800.16(y).

Attachment A – Maps



- Alternative A Footprints
- Direct APE
- Indirect APE
- Major Roadways
- Administered Lands*
- Bureau of Land Management
- National Park Service
- State

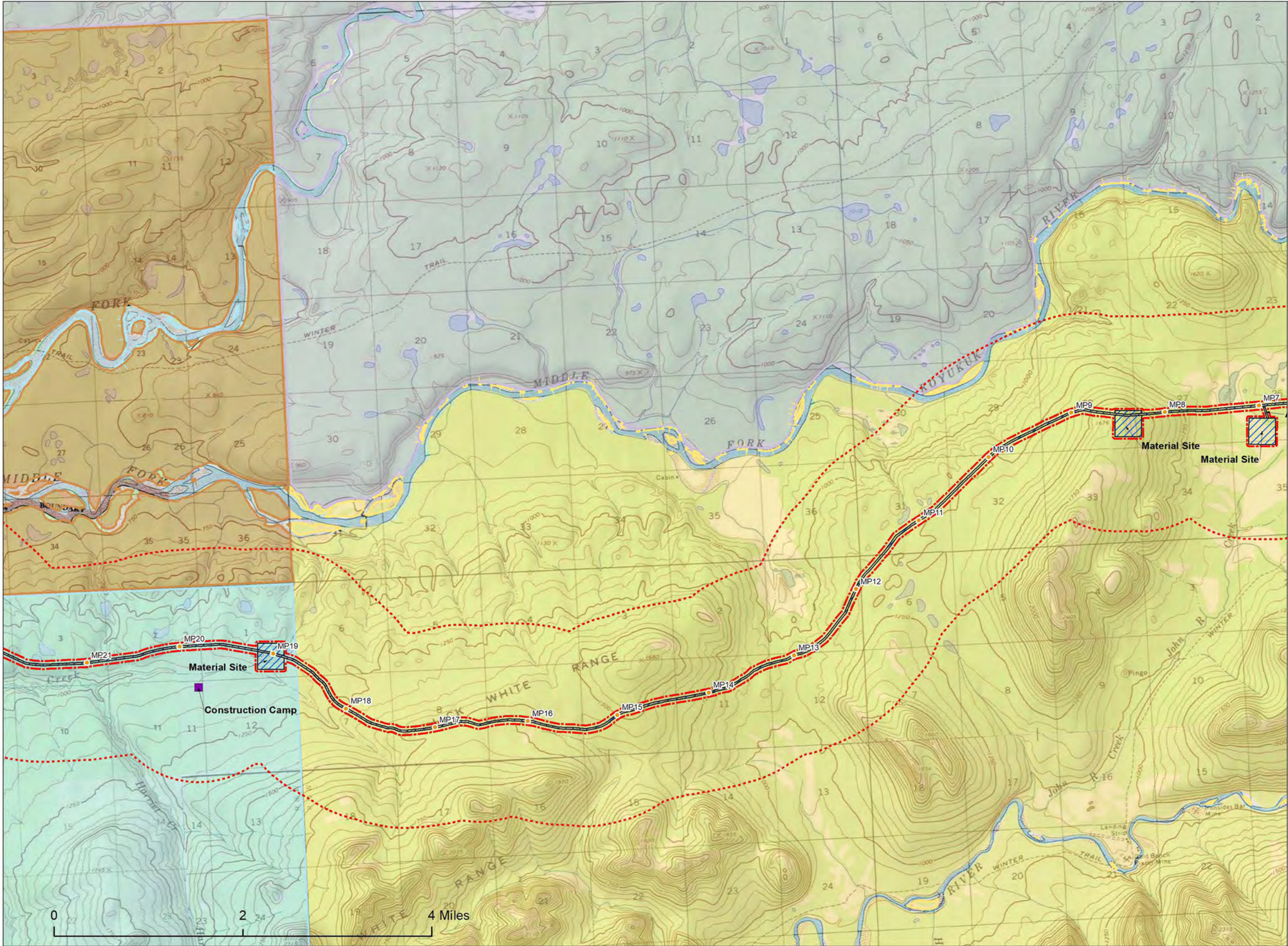
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NOTES:
Scale 1:63,360
Basemap scale: 1:63,360
Map Date: 3/17/2020
Date of APE: January, 2020
Date of Project Components: April, 2019
Alaska Albers
1983 North America Datum
For more information visit
www.blm.gov/AmblerRoadEIS
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 - Alaska Native Lands
 - Patented or Interim Conveyed
 - Bureau of Land Management
 - National Park Service
 - State

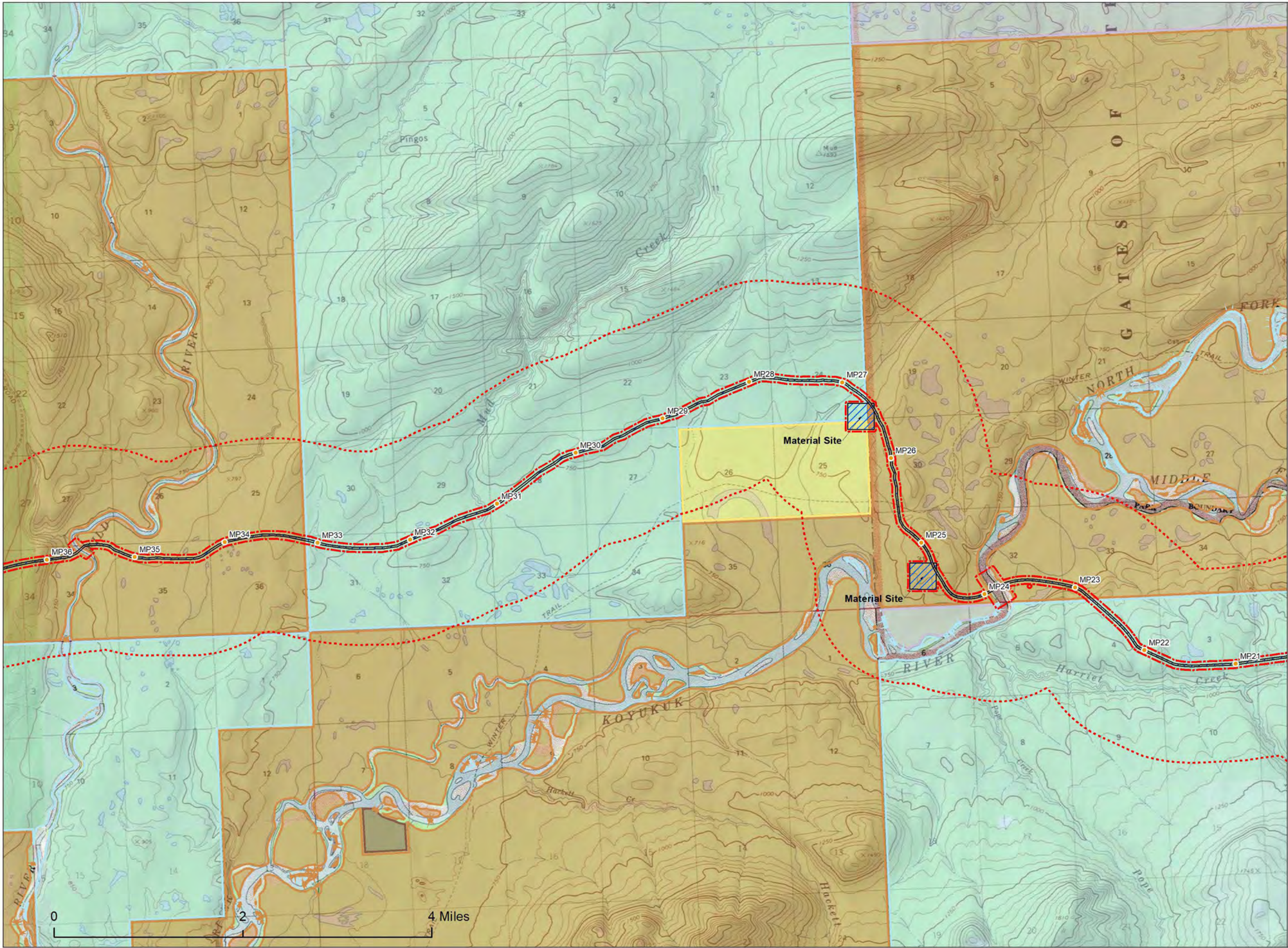
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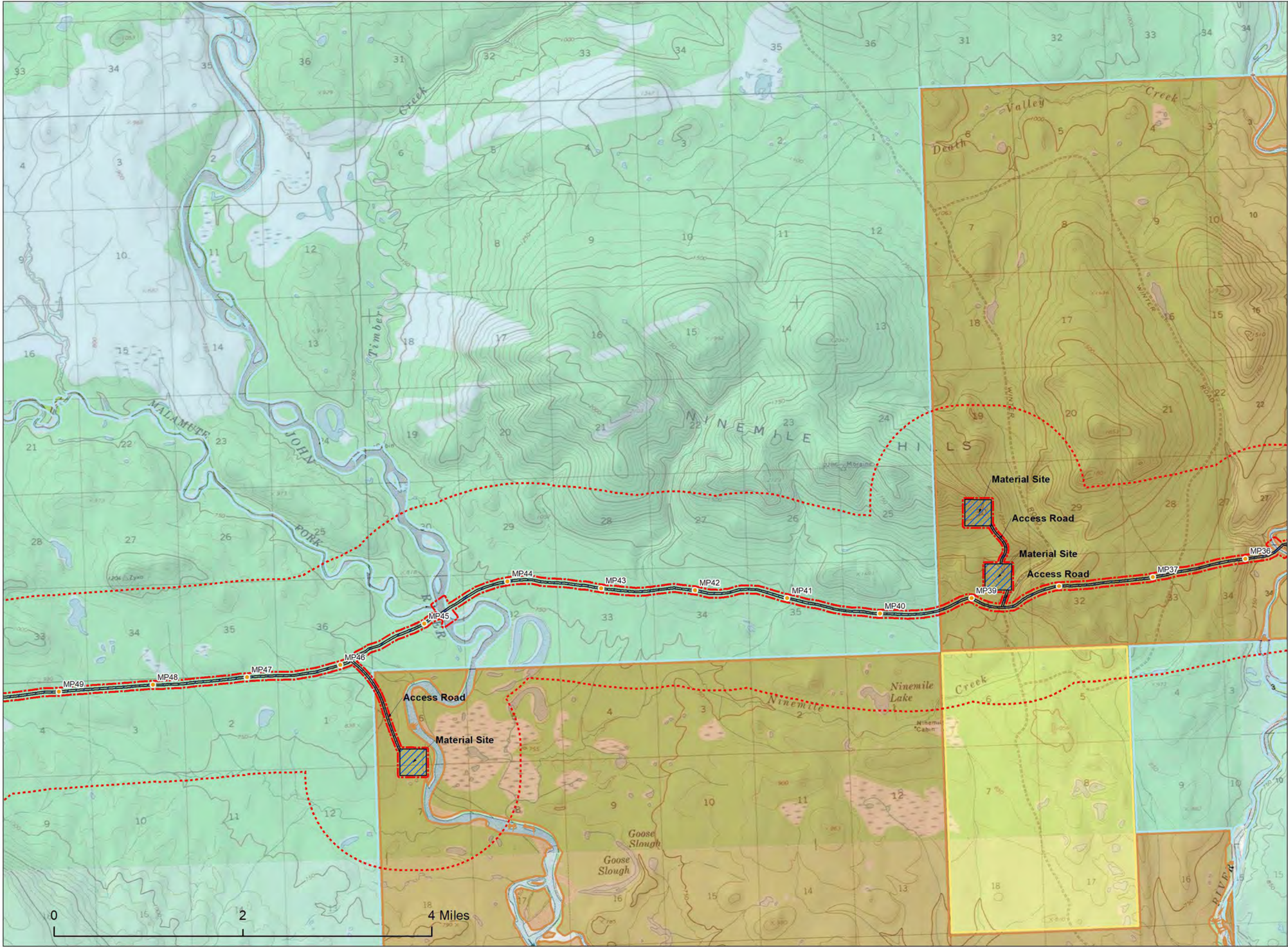
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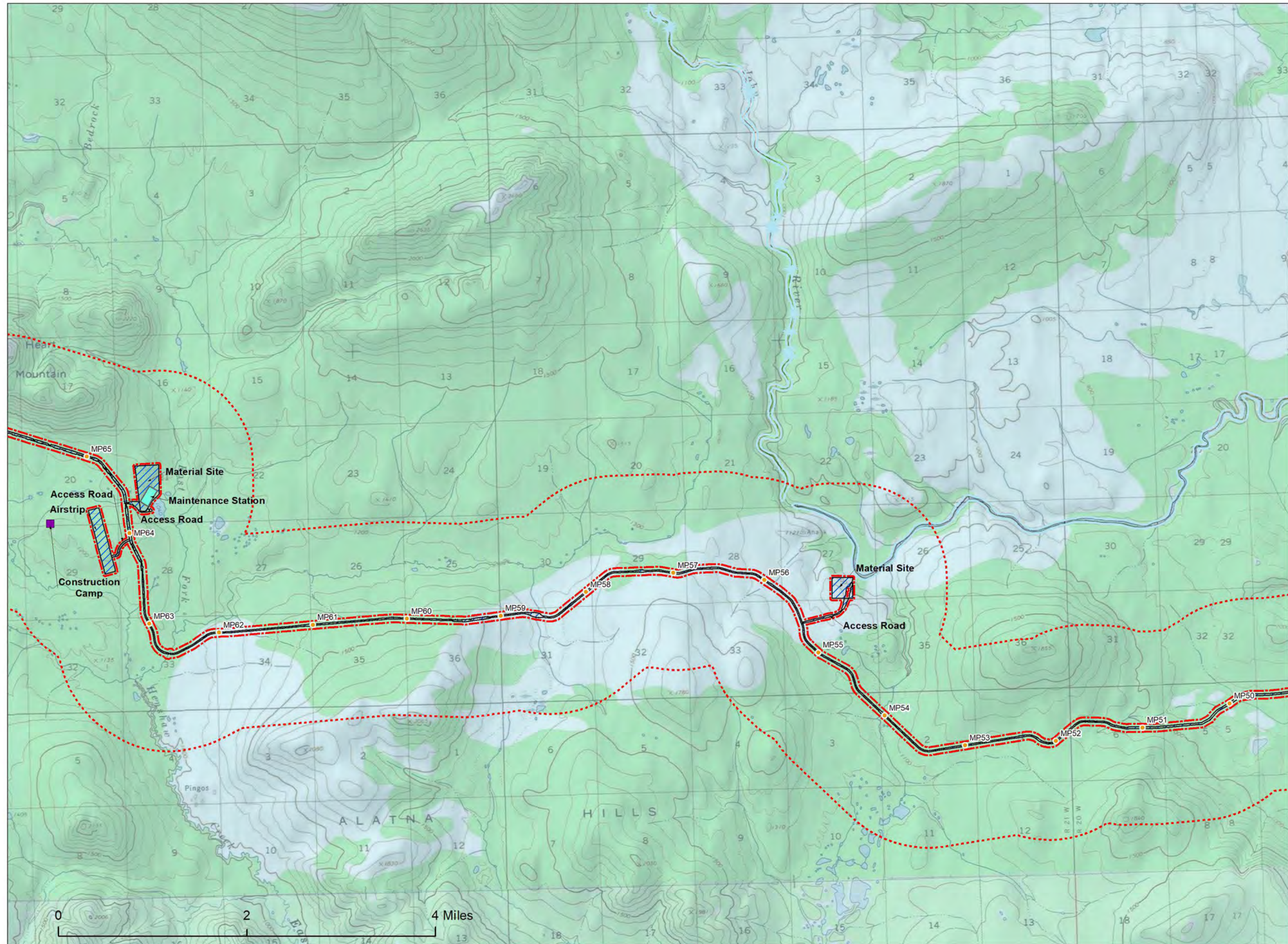
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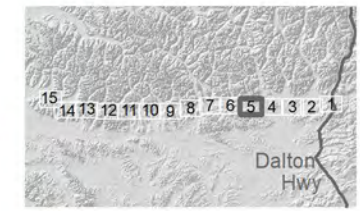
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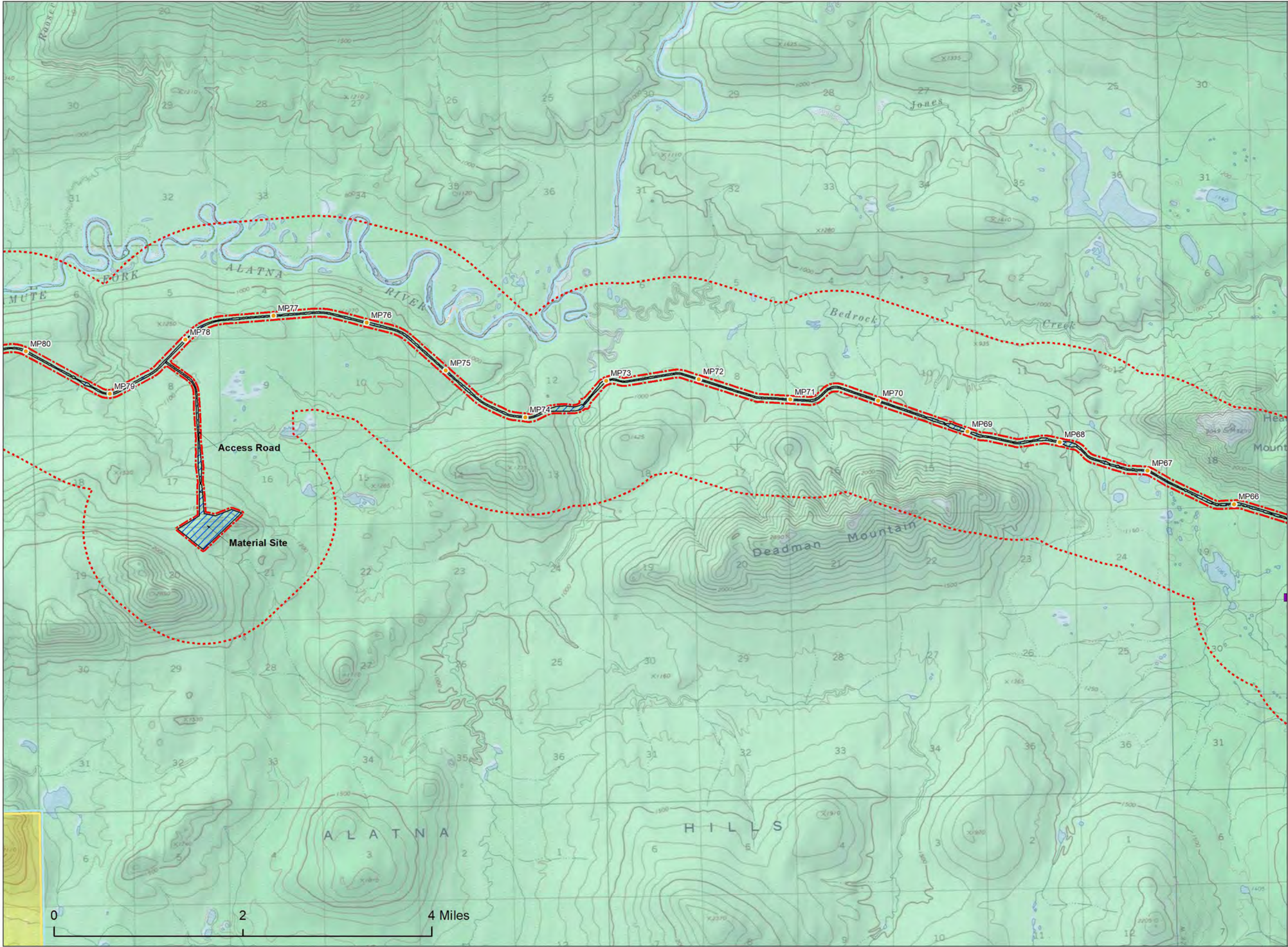
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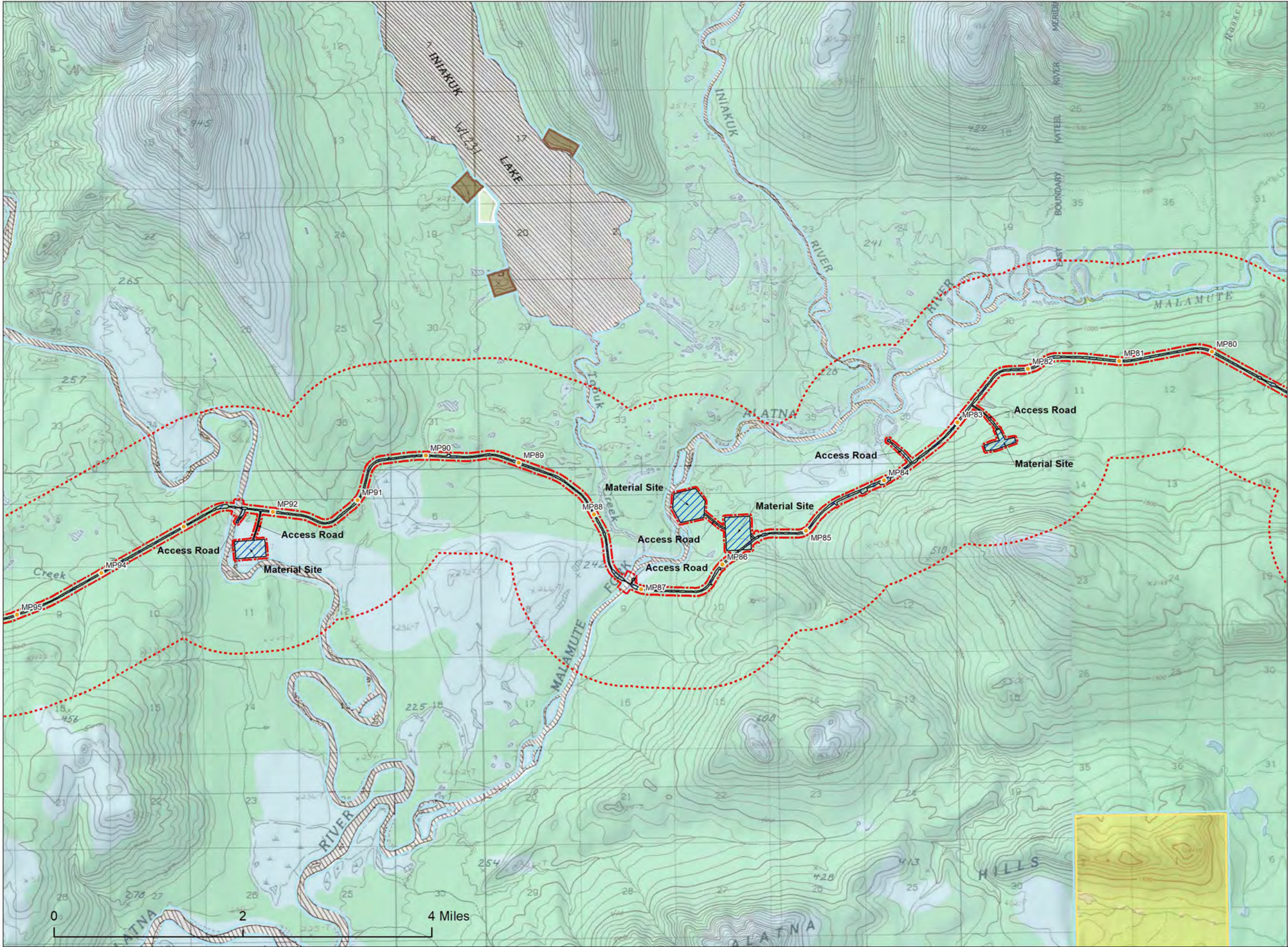
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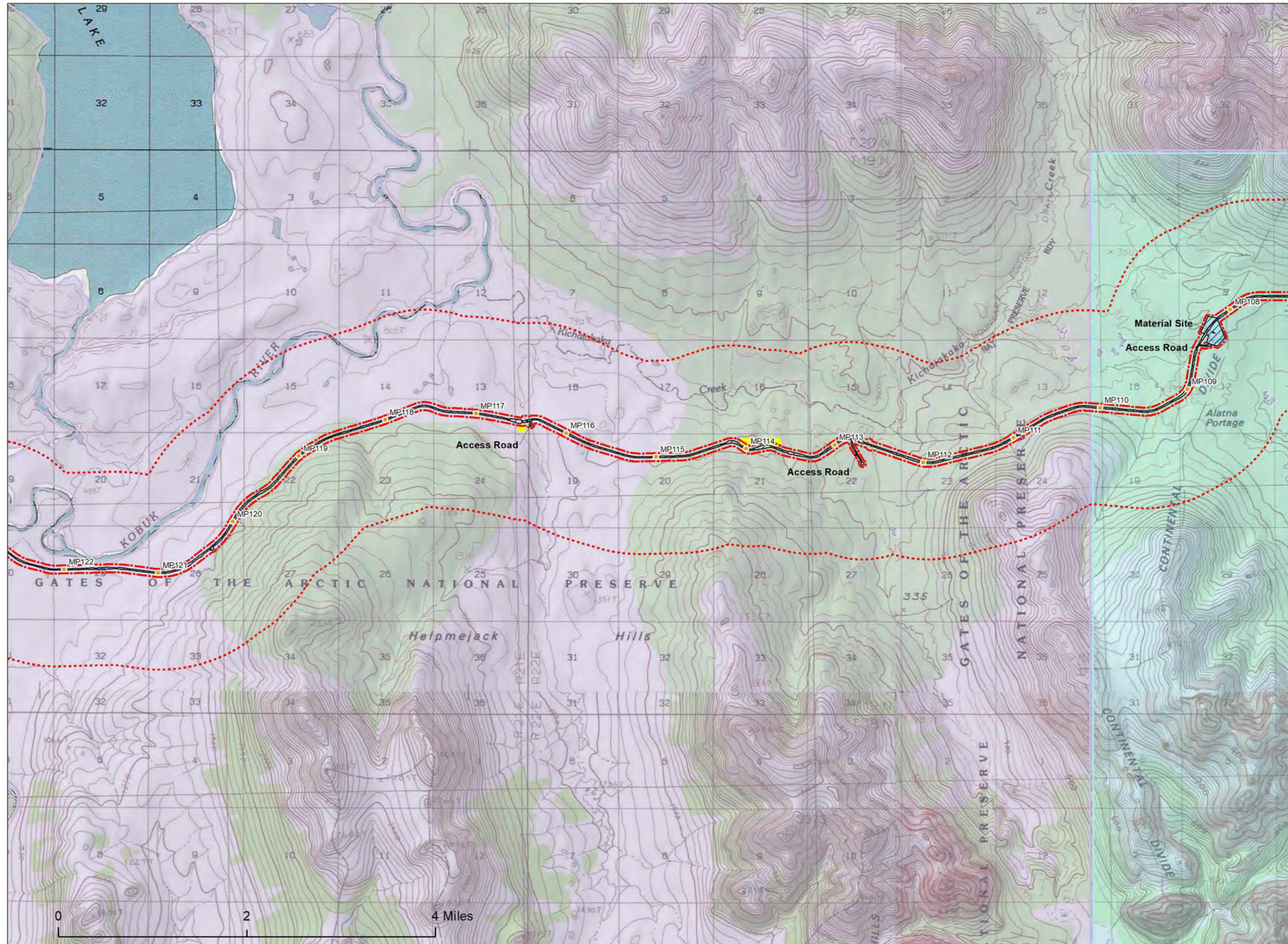
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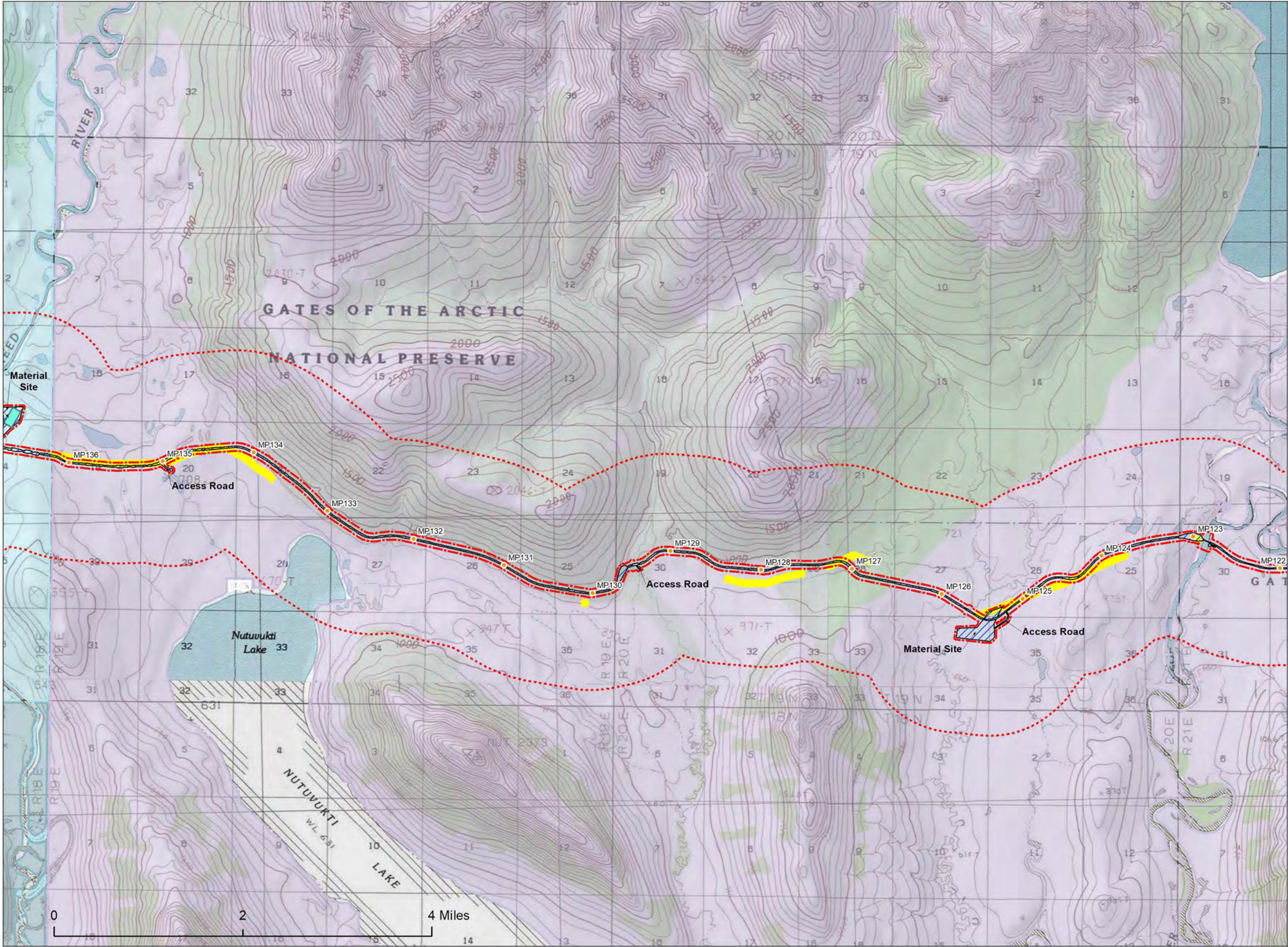
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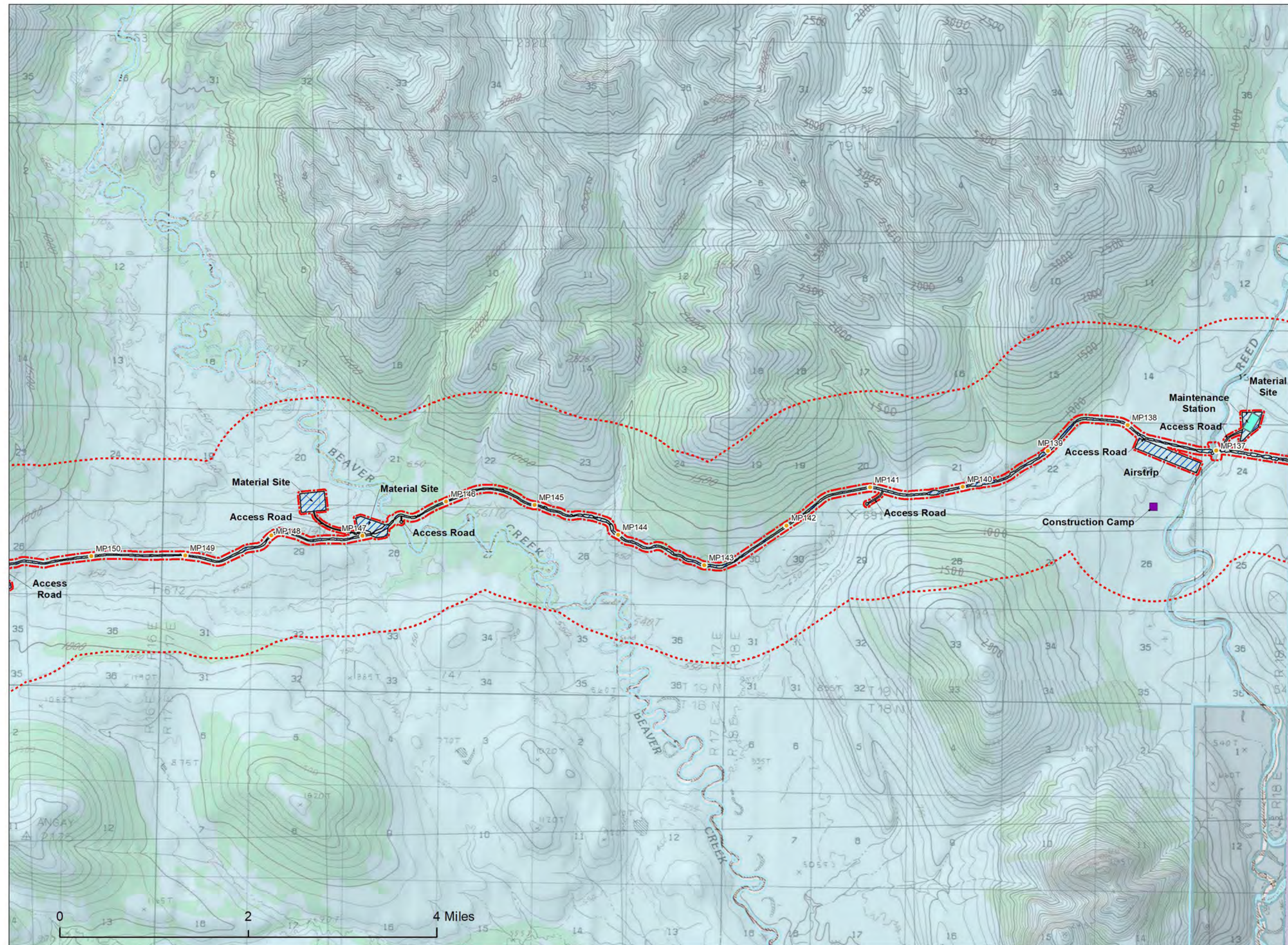
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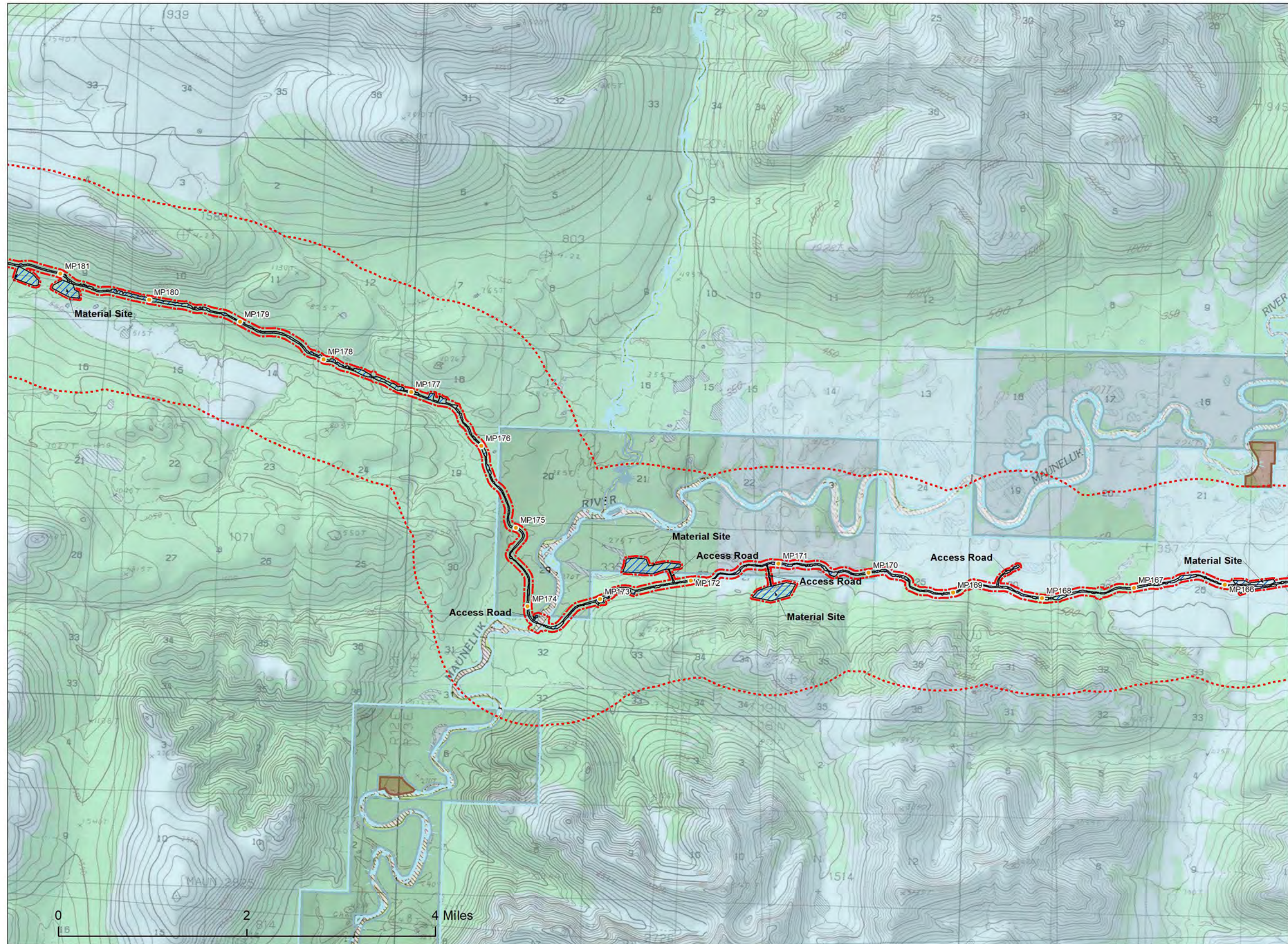
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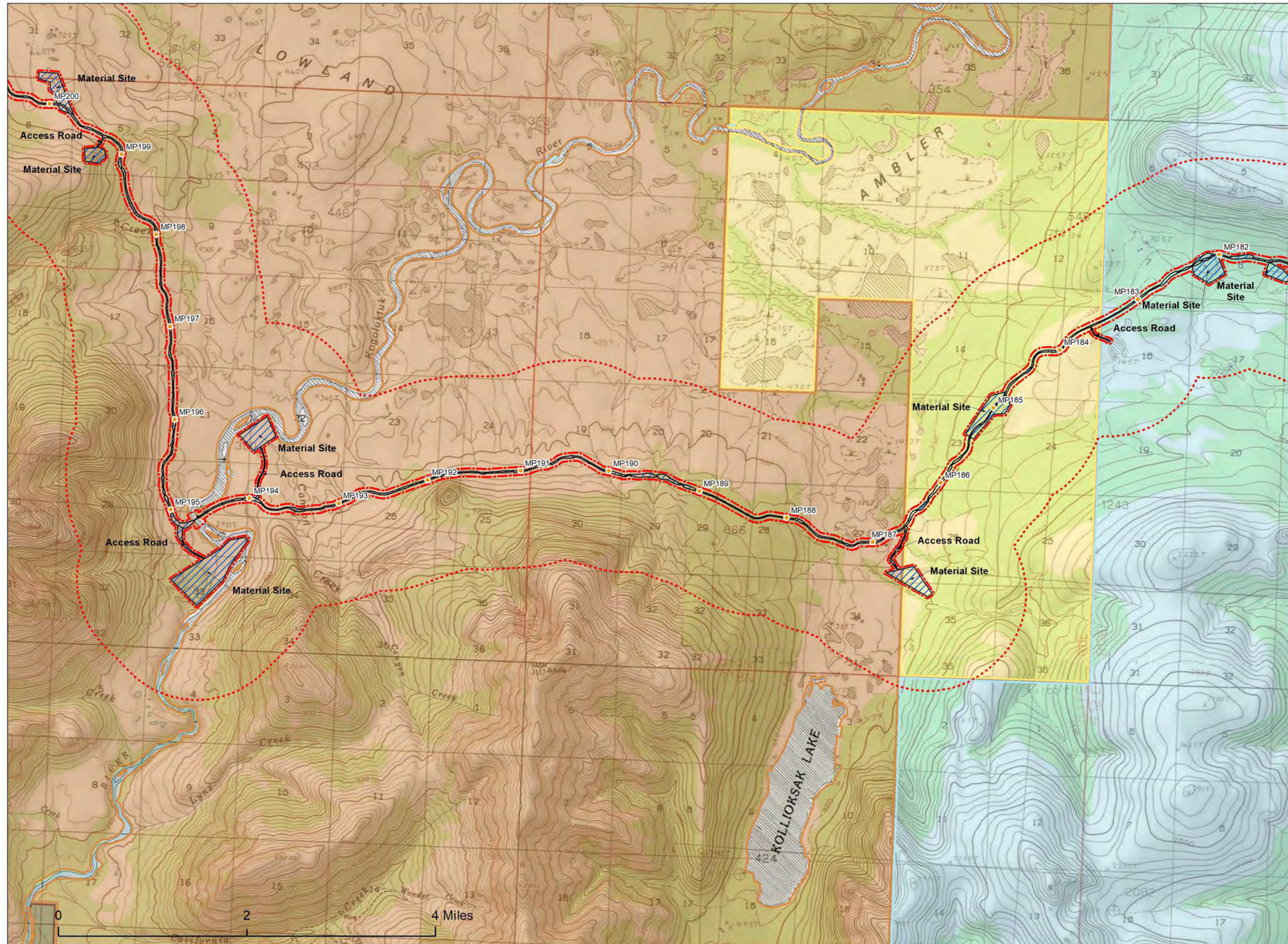
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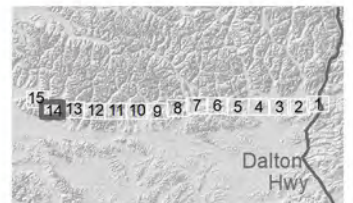
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Map Date: 3/17/2020
Date of APE: January, 2020
Date of Project Components: April, 2019
Alaska Albers
1983 North America Datum
For more information visit
www.blm.gov/AmblerRoadEIS
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- Alternative A Footprints
- Direct APE
- Indirect APE
- Administered Lands***
 - Alaska Native Allotment
 - Alaska Native Lands
 - Patented or Interim Conveyed
 - Bureau of Land Management
 - State

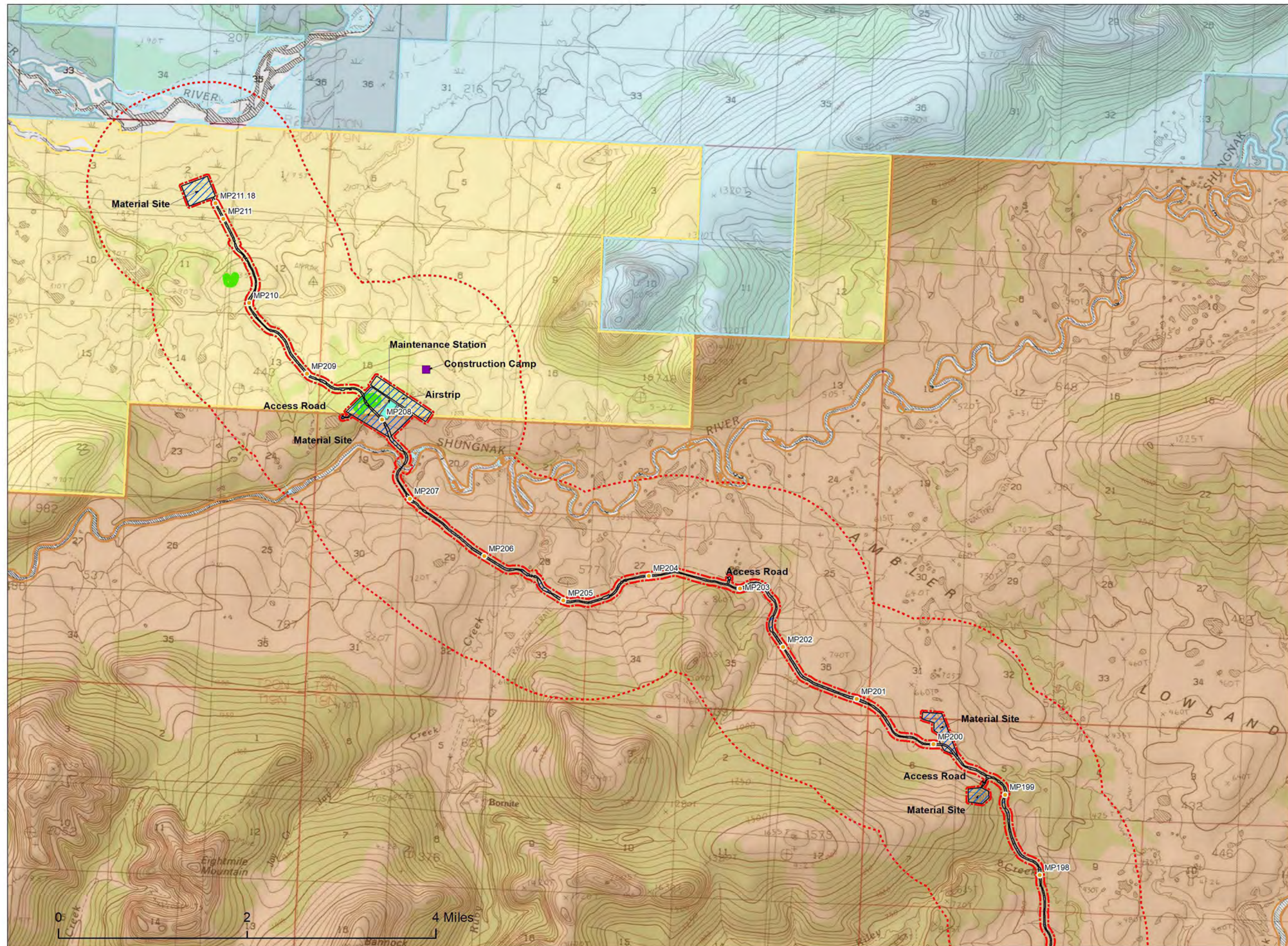
*Current as of April 11th, 2018



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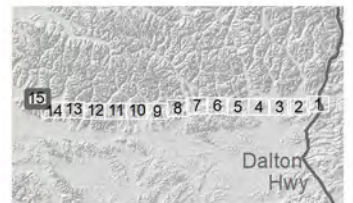
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- Alternative A Footprints
- Direct APE
- Indirect APE
- 2013 Ambler Pedestrian Survey
- Administered Lands***
 - Alaska Native Lands
 - Patented or Interim Conveyed
 - Bureau of Land Management
 - Local Government
 - State

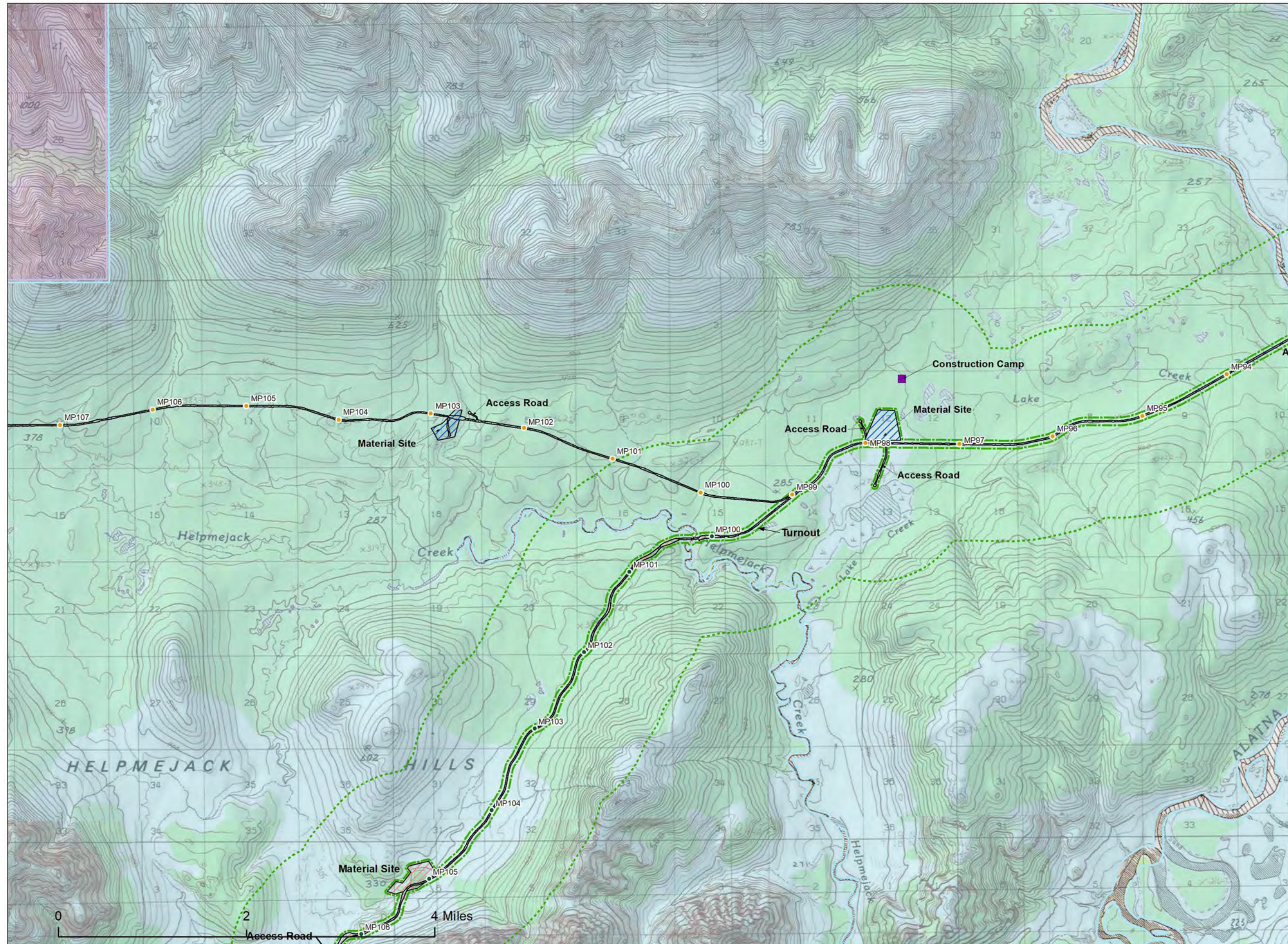
*Current as of April 11th, 2018



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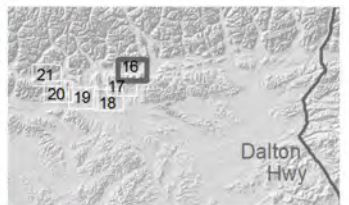
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- Alternative A Footprints
- Alternative B Footprints
- Direct APE
- Indirect APE
- Administered Lands***
- National Park Service
- State

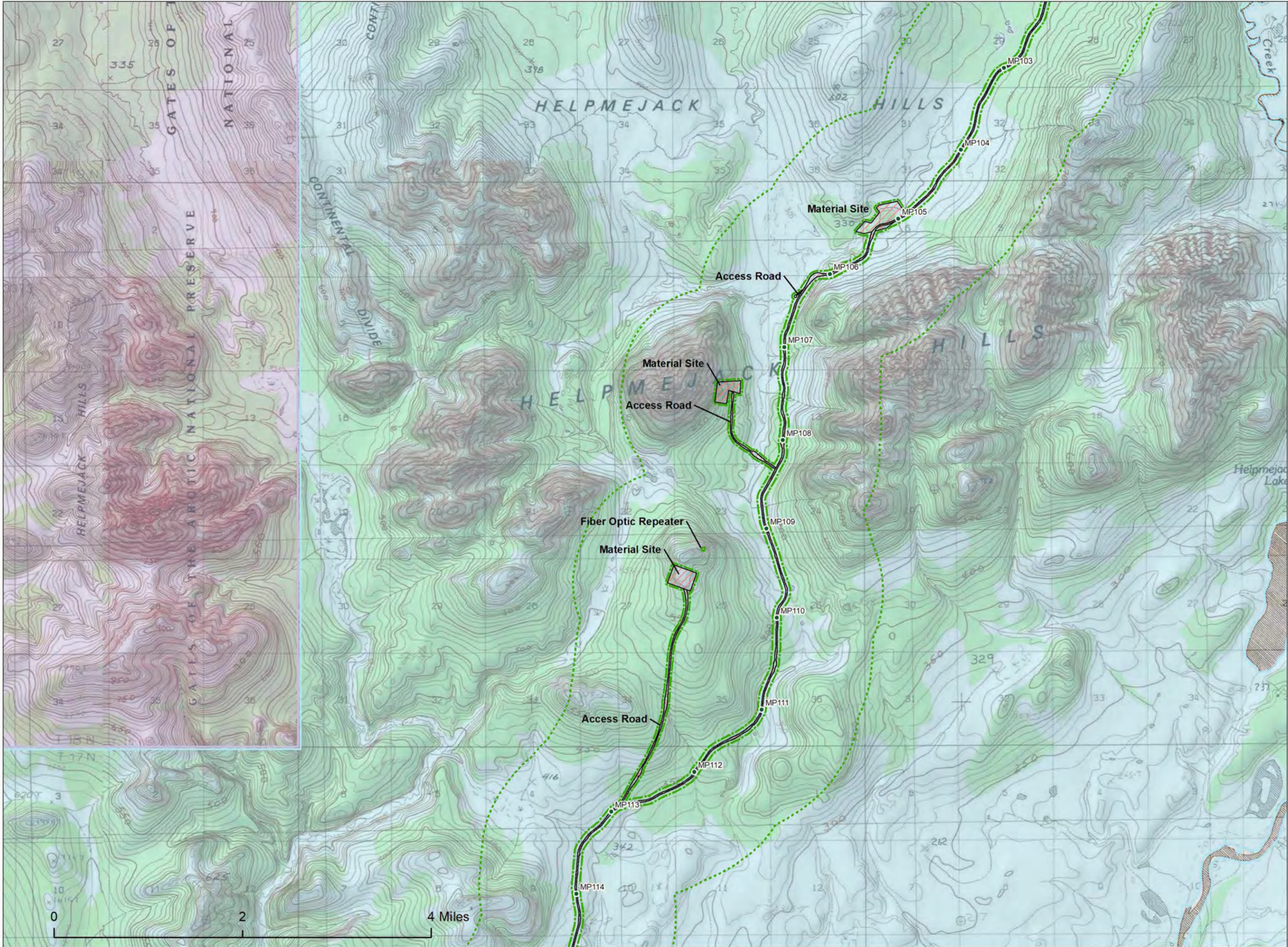
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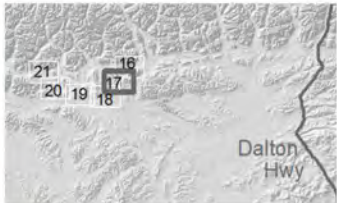
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- Alternative B Footprints
- Direct APE
- Indirect APE
- Administered Lands*
- National Park Service
- State

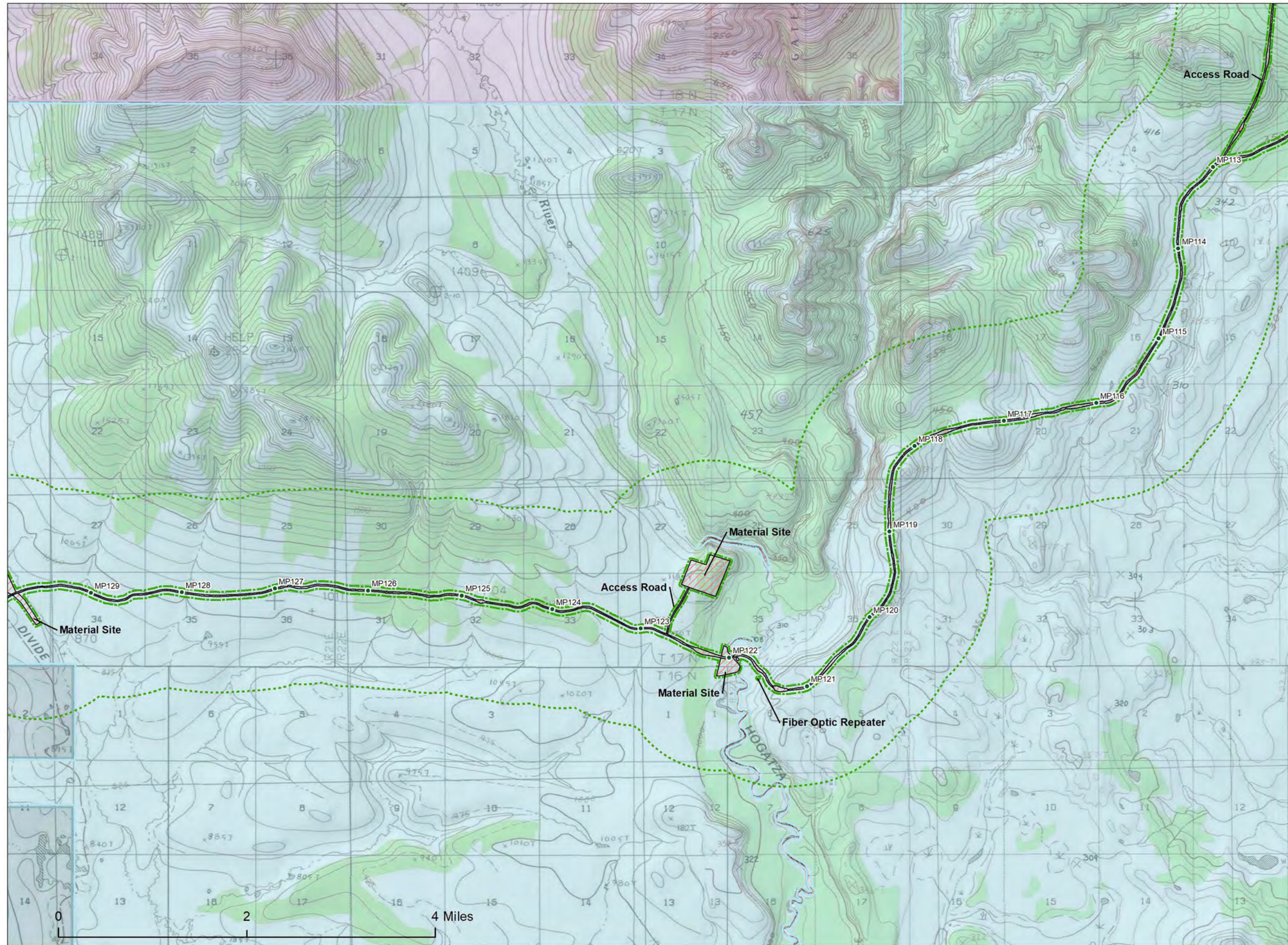
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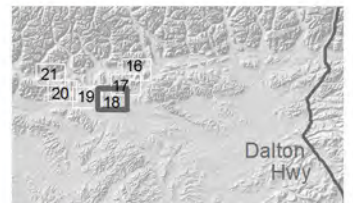
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- Alternative B Footprints
- Direct APE
- Indirect APE
- Administered Lands***
- Local Government
- National Park Service
- State

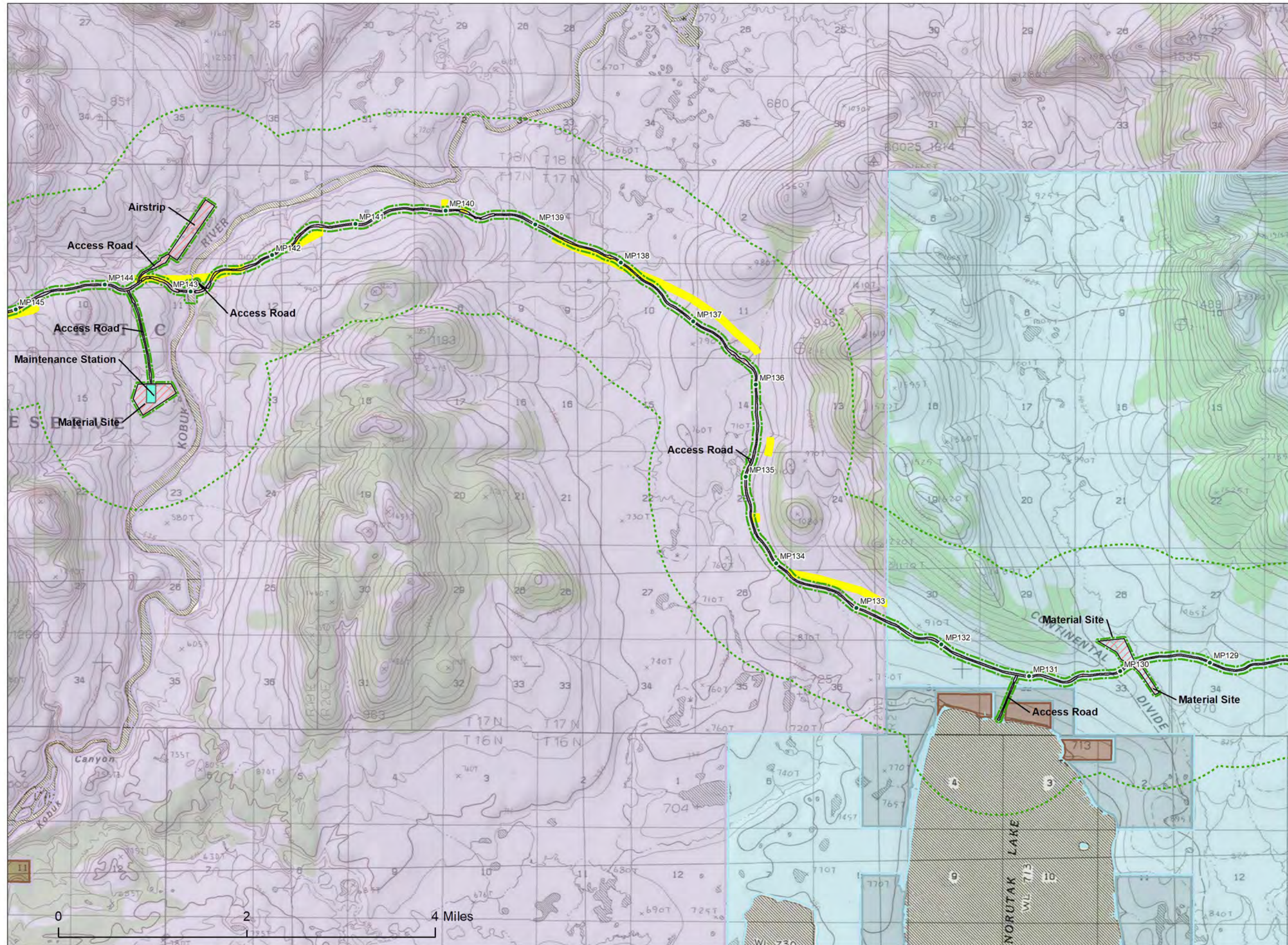
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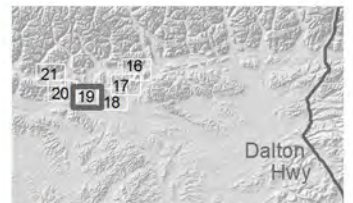
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- Alternative B Footprints
- Direct APE
- Indirect APE
- 2014 Ambler Pedestrian Survey
- Administered Lands***
 - Alaska Native Allotment
 - Local Government
 - National Park Service
 - State

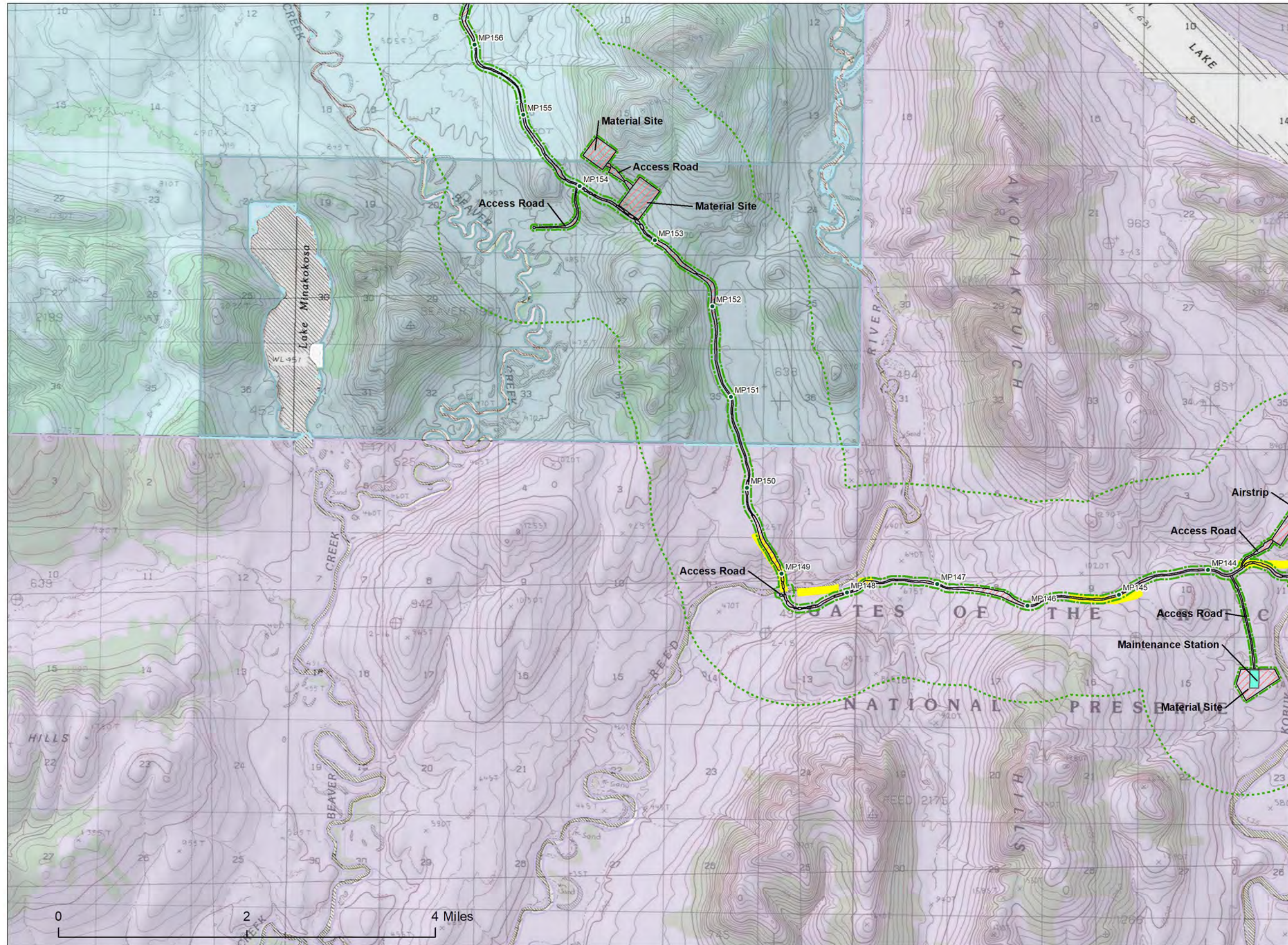
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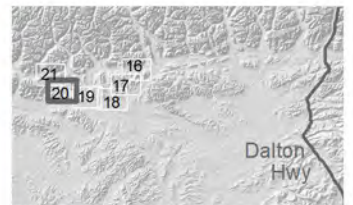
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- Alternative B Footprints
- Direct APE
- Indirect APE
- 2014 Ambler Pedestrian Survey
- Administered Lands*
 - Local Government
 - National Park Service
 - Private
 - State

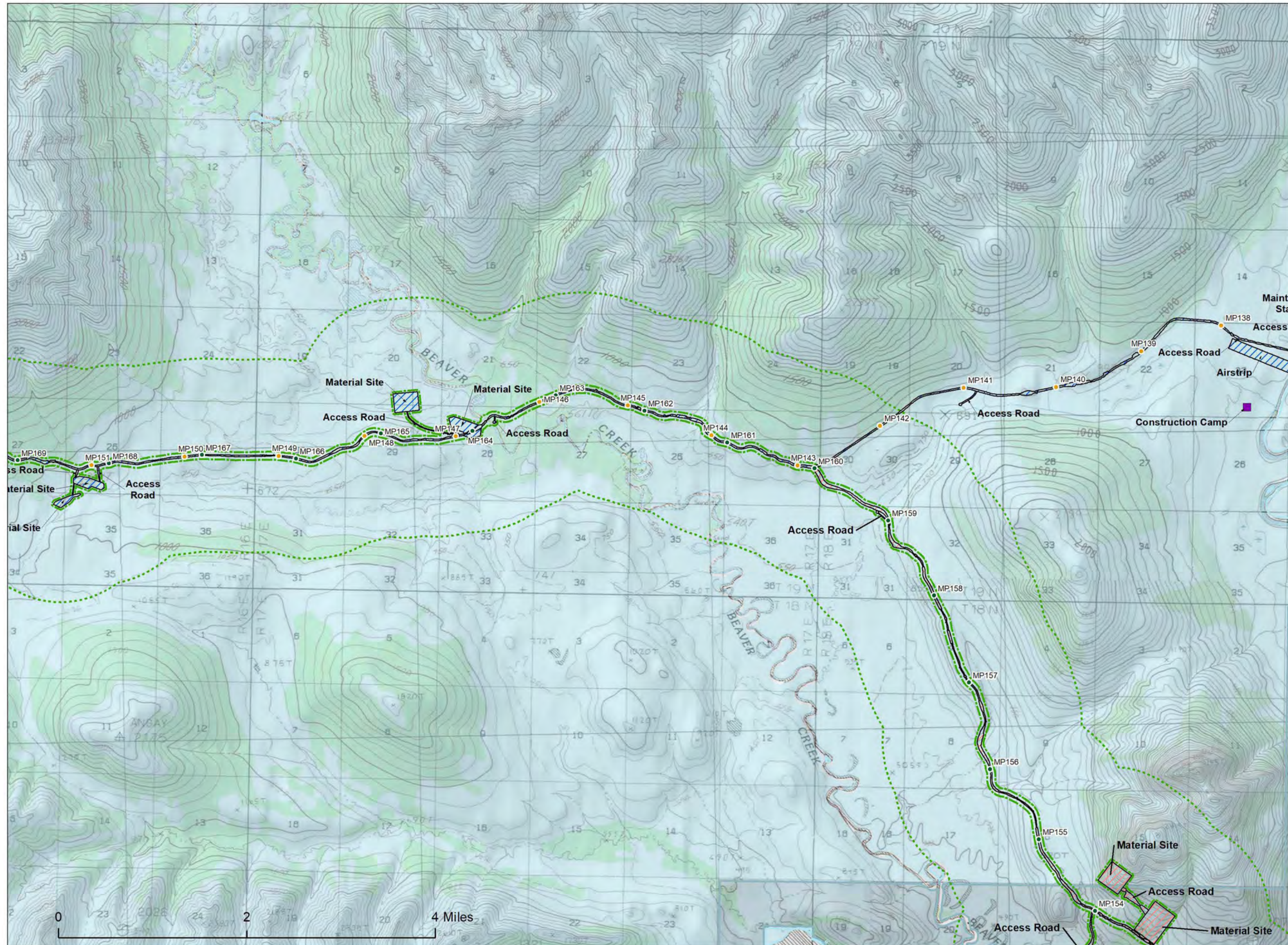
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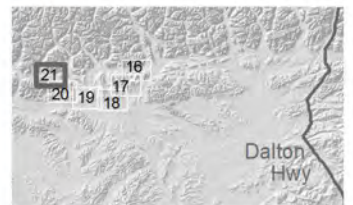
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- Alternative A Footprints
- Alternative B Footprints
- Direct APE
- Indirect APE
- Administered Lands*
- Local Government
- State

*Current as of April 11th, 2018



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Attachment B – Area of Potential Effects

Project APE (December 2019)

The Area of Potential Effects (APE)¹³ consists of a 1-mile buffer on each side of the proposed corridor and around all Project Components; see Attachment A, Maps. The corridor consists of a 250-foot wide, and, in some cases (such as water crossings or steep terrain), 400-foot wide footprint. Components include vehicle turnouts, work camps, storage and staging areas, material sources, airstrips, access roads, maintenance stations, and/or any other Project features. The Bureau of Land Management (BLM), in consultation with the Consulting Parties, determined the 1-mile APE will encompass reasonably foreseeable direct, indirect, or cumulative adverse effects¹⁴ from the Project. While some effects may be present beyond the APE in certain areas (e.g., the road may be visible for more than 1 mile away when viewed from higher ground), it is unlikely that the eligibility or significance of any historic properties would be changed, and therefore the effect would not be considered adverse. Inventory methods within the APE will vary based on the following:

Inventory for Direct Effects¹⁵ (Direct APE):

Inventory for direct effects will include the 250-foot wide, and, in some cases (such as water crossings or steep terrain), 400-foot wide corridor, plus a 100-foot buffer on each side of the corridor. Inventory for direct effects will also encompass the footprint of all Project Components (e.g., vehicle turnouts, work camps, storage and staging areas, material sources, airstrips, access roads, and maintenance stations or any other features), plus a 100-foot buffer around the footprint.

Inventory for Indirect and Cumulative Effects¹⁶ (Indirect APE):

Inventory for indirect and cumulative effects will be considered for the portion of the APE that falls outside of the Direct APE.

The BLM, in consultation with the Consulting Parties, will consider whether any changes to the APE is needed during the Annual Meeting (XV.A). Revisions to the APE could be necessary based on updated project plans; additional information about construction, maintenance, or reclamation procedures; newly identified resources or new information about historic or traditional uses of an area; new survey methods or technology; environmental factors; information from monitoring; or other factors.

¹³ Per 36 CFR 800.16(d), an APE is “the geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historical properties, if any such properties exist.”

¹⁴ Per 36 CFR 800.5(a)(1), an adverse effect is found when an Undertaking may alter, directly or indirectly, the characteristics of a historic property that qualify it for inclusion in the NRHP. Adverse effects may include reasonably foreseeable effects caused by the Undertaking that may occur later in time, be farther removed in distance, or be cumulative.

¹⁵ Per 36 CFR 800.5(a)(2), direct effects include physical destruction/damage, alteration not consistent with 36 CFR 68, removal of a property from a historic location, change in the character of use or physical features, deterioration through neglect, or introduction of visual, atmospheric, or audible elements that diminish the integrity. This includes effects that come from an Undertaking at the same time and place with no intervening cause, regardless of the specific type (i.e., visual, physical, auditory).

¹⁶ Indirect effects are those caused by the Undertaking that are later in time or farther removed in distance but are still reasonably foreseeable. Cumulative effects result from incremental actions that, when added to other past, present, and reasonably foreseeable future actions, may adversely affect a historic property.

Attachment C – Previously Recorded AHRS Resources¹⁷

AHRS Number	Name	Period	Description	APE	Direct APE	NRHP Status	Landowner(s)
AMR-00227	Ticket Ridge Site	Prehistoric	Lithic and milled wood scatter	A/B	Yes	Unevaluated	BLM
AMR-00228	-	Unknown	Cairn	A/B	No	Unevaluated	NANA
HUG-00005	Norutak 1	Prehistoric	Ceramic and lithic scatter	B	No	Unevaluated	Allotment
HUG-00006	Norutak 7	Prehistoric	Lithic scatter	B	No	Unevaluated	Allotment
HUG-00007	Norutak 4	Prehistoric, Modern	Lithic and modern artifact scatter	B	No	Unevaluated	Allotment
HUG-00016	-	Prehistoric	Isolated lithic	B	No	Unevaluated	NPS
HUG-00024	-	Prehistoric	Lithic scatter	B	Yes	Unevaluated	NPS
HUG-00025	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00028 ^a	-	Prehistoric	Lithic scatter	B	Yes	Unevaluated	NPS
HUG-00029	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00030	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00032 ^b	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00033	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00034	-	Prehistoric	Isolated lithic	B	No	Unevaluated	NPS
HUG-00035	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00036	-	Prehistoric	Isolated lithic	B	No	Unevaluated	NPS
HUG-00037	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00041	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00103	-	Prehistoric	Lithic scatter	B	No	Unevaluated	NPS
HUG-00104	-	Prehistoric	Lithic scatter	B	Yes	Unevaluated	NPS
HUG-00132	Norutak 2	Prehistoric	Ceramic and lithic scatter	B	No	Unevaluated	Allotment
HUG-00133	Norutak 3	Prehistoric	Lithic scatter	B	No	Unevaluated	State
HUG-00134	Norutak 5	Prehistoric	Depression features and lithics	B	No	Unevaluated	State
HUG-00136	Norutak 8	Prehistoric	Depressions features and lithics	B	No	Unevaluated	State
HUG-00192 ^b	-	Prehistoric	Subsurface lithic scatter	B	No	Unevaluated	NPS
HUG-00193	-	Prehistoric	Isolated lithic, projectile point	B	No	Unevaluated	NPS

¹⁷ Data from the AHRS database as of December 2019; APE based on Project alignments as of April 2019.

Ambler Mining District Industrial Access Road
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AHRS Number	Name	Period	Description	APE	Direct APE	NRHP Status	Landowner(s)
HUG-00195	-	Prehistoric	Isolated lithic	B	No	Unevaluated	NPS
WIS-00001	-	Prehistoric	Hearth and lithic scatter	A/B	No	Unevaluated	BLM
WIS-00002	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	BLM
WIS-00003	-	Prehistoric	Hearth and lithic scatter	A/B	No	Unevaluated	BLM
WIS-00004	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	BLM
WIS-00005	-	Prehistoric	Surface and subsurface lithic scatter	A/B	No	Unevaluated	BLM
WIS-00019	-	Prehistoric	Surface and subsurface lithic scatter	A/B	No	Unevaluated	BLM
WIS-00021	-	Prehistoric	Lithic scatter	A/B	Yes	Unevaluated	BLM
WIS-00029	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	BLM
WIS-00030	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	BLM
WIS-00043	-	Prehistoric	Isolated lithic	A/B	No	Unevaluated	BLM
WIS-00231	Chapman Lake 1	Prehistoric	Cache Pit	A/B	No	Unevaluated	BLM
WIS-00232	Chapman Lake 2	Prehistoric	Subsurface Lithic Scatter	A/B	No	Unevaluated	BLM
WIS-00345	Chapman Lake Can and Flake Site	Prehistoric and Historic	Historic and Prehistoric Artifact Scatter	A/B	No	Unevaluated	BLM
WIS-00252	Chapman #1	Prehistoric	Activity area, lithic scatter	A/B	No	Unevaluated	BLM
WIS-00408	Dalton Highway	Historic	Highway	A/B	Yes	Eligible	State
WIS-00409	Hickel Highway	Historic	Transportation, winter road	A/B	Yes	Unevaluated	Doyon, Ltd.
WIS-00414 ^a	-	Prehistoric	Lithic scatter	A/B	Yes	Unevaluated	BLM
XSP-00056	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00057	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00058	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00059	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00060	-	Prehistoric	Isolated lithic	A	No	Unevaluated	NPS
XSP-00061	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00062	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00065	-	Prehistoric	Isolated lithic	A	No	Unevaluated	NPS
XSP-00067	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	State
XSP-00068	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS

Ambler Mining District Industrial Access Road
Section 106 Programmatic Agreement

AHRS Number	Name	Period	Description	APE	Direct APE	NRHP Status	Landowner(s)
XSP-00069	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00070	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00071	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00072 ^a	-	Prehistoric	Isolated lithic	A	Yes	Unevaluated	NPS
XSP-00073	-	Prehistoric	Isolated lithic	A	No	Unevaluated	State
XSP-00074	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	State
XSP-00075	-	Prehistoric	Isolated lithic	A	No	Unevaluated	State
XSP-00076	-	Prehistoric	Isolated lithic	A	No	Unevaluated	NPS
XSP-00079	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00080	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00096	-	Prehistoric	Isolated lithic	A	No	Unevaluated	NPS
XSP-00097 ^b	-	Prehistoric	Isolated lithic	A	No	Unevaluated	NPS
XSP-00099 ^a	-	Prehistoric	Lithic scatter	A/B	Yes	Unevaluated	State
XSP-00111	-	Prehistoric	Lithic scatter	B	No	Unevaluated	State
XSP-00112 ^a	-	Prehistoric	Lithic scatter	A	Yes	Unevaluated	State
XSP-00113	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	State
XSP-00114	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00115	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00117 ^b	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00118	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00119	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00126	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	State
XSP-00127	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00128	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00129	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00131	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00135	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00136	-	Prehistoric	Surface and subsurface lithic scatter	A	No	Unevaluated	State
XSP-00137 ^a	-	Prehistoric	Lithic scatter	A	Yes	Unevaluated	State

Ambler Mining District Industrial Access Road
Section 106 Programmatic Agreement

AHRS Number	Name	Period	Description	APE	Direct APE	NRHP Status	Landowner(s)
XSP-00138	-	Prehistoric	Lithic scatter	A	No	Unevaluated	State
XSP-00139 ^a	-	Prehistoric	Isolated lithic	A	Yes	Unevaluated	NPS
XSP-00140	-	Prehistoric	Lithic scatter	A	Yes	Unevaluated	NPS
XSP-00141 ^a	-	Prehistoric	Lithic scatter	A	Yes	Unevaluated	State
XSP-00142 ^a	-	Prehistoric	Lithic scatter	A	Yes	Unevaluated	NPS
XSP-00143	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00144	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00145	-	Prehistoric	Isolated lithic	A/B	Yes	Unevaluated	State
XSP-00147	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	State
XSP-00148	-	Prehistoric	Lithic Scatter	A/B	No	Unevaluated	State
XSP-00149	-	Prehistoric	Lithic Scatter	A/B	No	Unevaluated	State
XSP-00150	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	State
XSP-00151	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	State
XSP-00152	-	Prehistoric	Lithic scatter	A/B	No	Unevaluated	State
XSP-00153	-	Prehistoric	Isolated lithic	A/B	No	Unevaluated	State
XSP-00154	-	Prehistoric	Isolated lithic	A	No	Unevaluated	State
XSP-00407	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00436	-	Prehistoric	Lithic scatter	A	No	Unevaluated	NPS
XSP-00449 ^b	-	Historic	Trap	A	No	Unevaluated	NPS
XSP-00450	-	Historic	Can, cut wood	A	No	Unevaluated	NPS
XSP-00495	-	Prehistoric	Subsurface lithic scatter	A	No	Unevaluated	NPS
XSP-00496 ^a	-	Prehistoric	Isolated lithic	A	Yes	Unevaluated	NPS

^a Site geometry falls outside of the Direct APE but was buffered 500 feet to account for unknown data accuracy and lack of defined site boundaries. Buffered site geometry falls within the **Direct APE**.

^b Site geometry falls outside of the APE but was buffered 500 feet to account for unknown data accuracy and lack of defined site boundaries. Buffered site geometry falls within the **Indirect APE**.

Attachment D – List of Parties Invited to Consult on the Section 106 Process

Federally Recognized Tribes (52)

Alatna Village Council ^a
Allakaket Village Council ^a
Arctic Village Traditional Council
Beaver Traditional Council
Birch Creek Tribal Council
Brevig Mission Traditional Council
Buckland IRA Council
Chalkyitsik Traditional Council
Circle Traditional Council
Deering IRA Council
Denduu Gwich'in Tribal Council
Elim IRA Council
Evansville Village ^a
Fort Yukon IRA Council
Golovin-Chinik Eskimo Community
Hughes Village Council ^a
Huslia Village Council ^a
Inupiat Community of the Arctic Slope
Kaltag Traditional Council
Kiana Traditional Council
Kivalina Traditional Council
Koyukuk Traditional Council
Louden Tribal Council
Manley Traditional Council
Minto Traditional Council
Native Village of Ambler ^a
Native Village of Atkasuk
Native Village of Barrow
Native Village of Kotzebue
Native Village of Kobuk ^a
Native Village of Koyuk
Native Village of Mary's Igloo
Native Village of Noatak ^a
Native Village of Nuiqsut
Native Village of Point Hope
Native Village of Point Lay
Native Village of Selawik ^a
Native Village of Shaktoolik
Native Village of Shishmaref
Native Village of Shungnak ^a
Native Village of Stevens ^a
Native Village of Tanana ^a
Native Village of Venetie
Native Village of Wales
Native Village of White Mountain
Nenana Traditional Council
Nome Eskimo Community

Noorvik Native Community^a
Nulato Tribal Council
Rampart Tribal Council
Ruby Traditional Council
Village of Anaktuvuk Pass^a

ANSCA Corporations and Non-Profits (26)

Arctic Slope Regional Corporation
Baan O Yeel Kon Corporation
Bean Ridge Corporation
Beaver Kwit'Chin Corporation
Bering Straits Native Corporation
Chalkyitsik Native Corporation
Danzhit Hanlaih Corporation
Dineega Corporation
Dinyea Corporation^a
Doyon, Limited^a
Evansville, Incorporated^a
Gana-A'Yoo, Limited^a
Gwitchyaa Zhee Corporation
Kawerak, Incorporated
Kikiktagruk Inupiat Corp
K'oyitl'ots'ina Limited^a
Koyuk Native Corp
Maniilaq Association
NANA Regional Corporation^a
Nunamiut Corporation
Seth-De-Ya-Ah Corporation
Tanana Chiefs Conference^a
T'ee teraan'in - Council of Athabascan Tribal Governments
Tihteet'aii, Incorporated
Toghotthele Corporation
Tozitna, Limited

State and Federal Agencies (9)

Advisory Council on Historic Preservation (ACHP)^a
Alaska Department of Natural Resources (DNR)^a
Alaska Department of Transportation & Public Facilities (DOT&PF)^a
Alaska State Historic Preservation Officer (SHPO)^a
Bureau of Indian Affairs (BIA)^a
Environmental Protection Agency (EPA)
Federal Highway Administration (FHWA)
National Park Service (NPS)^a
U.S. Army Corps of Engineers (USACE)^a
U.S. Coast Guard (USCG)

City & Borough Governments (15)

City of Allakaket^a
City of Ambler^a
City of Anaktuvuk Pass^a
City of Bettles

City of Buckland
City of Deering
City of Kiana
City of Kobuk
City of Kotzebue^a
City of Noorvik
City of Selawik
City of Shungnak^a
Northwest Arctic Borough^a
North Slope Borough
Wiseman Community Association

Other Entities (6)

Alaska Federation of Natives
Alaska Historical Society
Alaska Industrial Development and Export Authority (AIDEA)^a
Brooks Range Council
First Alaskans Institute
Northern Alaska Environmental Center
Simon Paneak Museum

Note: ^a = Entities that have participated in or consulted with the BLM during the Section 106 Process.

Attachment E – Cultural Resource Management Plan

Abbreviated Table of Contents – see CRMP for full Table of Contents and text:

Table of Contents

- Chapter 1 – Introduction
- Chapter 2 – Previously Identified Cultural Resources
- Chapter 3 – Consultation
- Chapter 4 – Inventory
- Chapter 5 – Evaluation
- Chapter 6 – Historic Property Treatment and Mitigation
- Chapter 7 – Artifact Analysis and Curation
- Chapter 8 – Reporting Requirements
- Chapter 9 – Contractor Cultural Resource Awareness Training
- Chapter 10 – Monitoring Requirements

References

Definitions

Exhibits

- Exhibit A: Inadvertent Discovery of Cultural Resources Plan
- Exhibit B: Inadvertent Discovery of Human Remains Plan
- Exhibit C: Cultural Context Overview
- Exhibit D: Mapbook of AHRS Sites within the APE
- Exhibit E: Contact List
- Exhibit F: Signature Page for CRMP Finalization

Attachment F – Reporting Table

The Reporting Table represents the standard due dates and content for all required report, plan, and deliverables associated with implementation of the Programmatic Agreement (PA). In certain cases, the Submittal Due Date may vary for the first year of the Pre-Construction Phase.

Report Title	Submittal Due (XIV.B.i)	Content	Review Period (XIV.B.ii)	Review Focus	Required Report Approvals (XIV.B.iv)
Phase Plan (IV.E)	Prior to initiation of each Project Phase	Detailed descriptions of the locations of all Segments and Components, descriptions of the planned work Stages, and anticipated work schedules for all activities that will occur during that Phase.	N/A	Informational Only	None
Historic Themes(s) (VII.C.ii.a)	60 days prior to fieldwork initiation	Comprehensive summary of available data sources relating to traditional fishing economy; traditional hunting, trapping, and guiding economies; traditional trade networks; historic exploration and travel corridors; and prospecting and mining.	30 days	Review of themes to ensure they are adequate to reasonably identify high potential areas for survey within the APE.	BLM SHPO (15-day approval review period)
Annual Work Plan (VII.B.i)	No later than March 1 (annually)	Detailed information about the anticipated work for the upcoming year; where it will occur; how it will be phased within Project Segments, Stages, and/or Components; and how the Permittee will meet the PA requirements. Other submissions may include updates to the Phase Plan (IV.E), Historic Themes (VII.C.ii.a), Survey Strategy (VII.D), Monitoring Plan (X.D), and Contractor Training curriculum (XI.B).	30 days	Review of all content to ensure the work will meet the PA stipulations and reasonable and good faith intent for Section 106 compliance.	BLM SHPO NPS ^a (15-day approval review period)
Contractor Training Curriculum (XI)	With the Annual Work Plan (no later than March 1 annually)	Curriculum for training Project personnel on cultural resource information and procedures.	30 days	Review of curriculum – does it adequately capture necessary information.	BLM SHPO (15-day approval review period)
Annual PA Report (XV.B)	No later than March 1 (annually)	Summary of all activities resulting from PA implementation over the past year; content should be generalized to share with the public, with confidential information redacted as necessary.	30 days	Ensure all activities are documented and adequately described to share with the public.	BLM SHPO (15-day approval review period)

Report Title	Submittal Due (XIV.B.i)	Content	Review Period (XIV.B.ii)	Review Focus	Required Report Approvals (XIV.B.iv)
Interim Report for Indirect APE (VII.B.ii)	30 days following completion of fieldwork (annually)	Summary of inventory efforts and resources within the Indirect APE.	15 days	Identify resources within the Indirect APE that require NRHP evaluation.	No approval required, but BLM, SHPO, and NPS ^a will consult during a 7-day period.
Annual Fieldwork Report (VII.B.iii)	90 days following completion of fieldwork (annually)	1) Comprehensive summary of inventory efforts completed since the last report, including Monitoring results; 2) recommendations of NRHP eligibility for all cultural resources located within the Direct APE and those identified during review of the Interim Report for Indirect APE; 3) finding of effect recommendations for resources that may be eligible; and 4) recommended resolution measures for resources that may be adversely affected.	45 days	Review of all content to ensure the work will meet the PA stipulations and reasonable and good faith intent for Section 106 compliance.	BLM SHPO NPS ^a (15-day approval review period)
Treatment Plans (VII.B.iv)	120 days following approval of mitigation measures	Detailed property-specific description of the treatment measures to be implemented and schedule for the activities and deliverables.	30 days	Review to ensure treatment will be commensurate with the eligibility and significance of the historic property.	BLM SHPO NPS ^a (15-day approval review period)
Final Implementation Reports (VII.B.v)	180 days following implementation of Treatment Plan (or as determined necessary)	Summary of all activities that occurred at each historic property, from inventory through implementation of mitigation treatment measures, and description of all completed steps, analyses, methods, and results, including collections and datasets generated.	30 days	Review to ensure treatment is completed for the historic property.	BLM SHPO NPS ^a (15-day approval review period)
Technical Reports (VII.B.vi)	Variable	Results of background research, fieldwork activities, lab analyses, or other information as determined by the PA Signatories.	30 days	Review of methods, results, and/or other technical aspects or consider if mitigation for broad-scale effects may be necessary.	BLM SHPO (15-day approval review period)
Construction and Operations	Within 2 years following completion	Summary of PA implementation, including all work that occurred during that Phase or period,	30 days	Review to ensure compliance with the PA	BLM SHPO

Report Title	Submittal Due (XIV.B.i)	Content	Review Period (XIV.B.ii)	Review Focus	Required Report Approvals (XIV.B.iv)
Summary Report(s) (XV.C)	of Construction for Phase I, II, and III and/or every 10 years	resources found, measures implemented, changes and updates in project designs/plans, changes in management or roles, and/or other information as determined by the PA Signatories.		and that indirect and cumulative effects are accounted for.	(15-day approval review period)
Reclamation and Closure Report (XV.D)	TBD	TBD	TBD	TBD	TBD

^aRequires approval by the NPS for lands and/or historic properties under NPS jurisdiction.

Attachment G – Project Plans

DESCRIPTION OF PROPOSED PROJECT PHASES (December 2019)

Pre-Construction Phase

The first step is to complete design and permitting and acquire right of way (ROW) from non-federal sources. Activities required to complete permitting and design include geotechnical investigations at bridge locations, along the corridor centerline to refine the embankment design, and at material sites along the east-end realignment; aerial imagery and Light Detection and Ranging (LiDAR) (and/or survey) for areas lacking coverage; wetland delineation on areas not field delineated; hydrology studies; and cultural resource surveys.

At this stage, permits to be acquired would include final U.S. Army Corps of Engineers wetland permit and mitigation, U.S. Coast Guard bridge permits, Alaska Department of Natural Resources material site permits, Alaska Department of Fish and Game fish streamcrossing permits, state and federal ROWs, etc. The timeframe for this Phase depends on project delivery method used, whether Design-Bid-Build¹⁸, Design-Build¹⁹, Construction Manager at Risk²⁰, Construction Manager/General Contractor²¹ and phasing.

If the project is broken up into “segments” (within each Phase), there could be design and permitting done on 1 segment and construction could start on that segment while design and permitting is done on other segments. Contractor input would be needed to identify appropriate segments and the sequencing of segments for permitting and construction.

Summary:

- Years: 1 to 2 – May overlap with Phase I Construction timing.
- Components: No installed Components associated with this Phase.
- Activities: May include aerial mapping/photography/LiDAR; survey (including some brush clearing); water monitoring; wetland delineation; cultural resource modeling and surveys; drilling in material sites, along alignment, and bridge locations.

Phase I Construction (Seasonal Pioneer Road)

¹⁸ **Design-Bid-Build** – This is the traditional delivery method for construction projects where the Owner contracts with a designer to design the project. Once design is complete, the project is put out to bid to Contractors to build as designed. Owner then enters into a construction contract with Contractor.

¹⁹ **Design-Build** – This is an alternative delivery method for construction projects where the Owner hires a designer-contractor team to design and build the project. The Owner enters into one contract with the team to do both design and construction.

²⁰ **Construction Manager at Risk** – This is an alternative delivery method for construction projects where the Owner contracts separately with the designer and construction manager (CM). The CM acts as a consultant during design and as a general contractor during construction. The CM’s responsibilities include procuring equipment and subcontracts and delivering the project within a fixed, negotiated price. In most states, the CM must be a licensed general contractor.

²¹ **Construction Manager/General Contractor** - This is an alternative delivery method for construction projects and is very similar to the Construction Manager at Risk method. During the design phase, the construction manager provides input to the Owner and Designer regarding scheduling, pricing, phasing and other input to design a more constructible project. At approximately an average of 60% to 90% design completion, the owner and the construction manager negotiate a 'guaranteed maximum price' for the construction of the project based on the defined scope and schedule. If this price is acceptable to both parties, they execute a contract for construction services, and the construction manager becomes the general contractor.

This Phase will overlap with the Pre-Construction Phase. This Phase would include clearing vegetation from the federal and state ROWs while other ROW negotiations are underway. Activities would also include construction of material sources, clearing and preparing construction camps, placement of radio towers, staging of equipment and labor in various areas, hauling materials and placing fill, excavating high areas, and grading. It would also include installation of culverts and bridges (including driving piles for bridge supports) as well as airstrips, maintenance facilities, and access controls.

Since Phase I construction will most likely start in some portions of the Project area while pre-construction activities are still on-going in other areas, there could be some pre-construction activities (e.g., geotechnical borings, hydrology studies, cultural resource surveys) underway during this Phase.

Summary:

- Years: 2 to 4 – overlaps with Pre-Construction Phase and beginning of Phase II Construction.
- Operations: 1-lane seasonal road, embankment width up to 28 feet and height 30 to 72 inches, 12-foot road lane, 2-foot shoulders, 1-way operation for up to 7 months per year.
- Components: Construction camps, material sites, airstrips, radio towers, maintenance sites and communications equipment, access control (gates), construction equipment, and bridges, culverts, and road embankment.
- Activities: Clearing vegetation from the ROWs, construction of material sources, clearing and preparing construction camps, placement of radio towers, staging of equipment and labor in various areas, hauling materials and placing fill, excavating high areas, and grading. It would also include installation of culverts and bridges (including driving piles for bridge supports) as well as airstrips, maintenance facilities, and access controls. (Potential concurrent Pre-Construction Phase activities may include aerial mapping/photography/LiDAR, survey, water monitoring, wetland delineation, cultural resource modeling and surveys, and drilling in material sites, along alignment, and bridge locations).

Phase II Construction (All-season Roadway)

This Phase would involve the construction of a year-round useable road. This effort would entail additional material extraction, hauling and placing material to expand the Phase I embankment (width and depth), and grading to final slopes. Fiber optic facilities would be trenched into the road embankment during this Phase of construction.

Summary:

- Years: 3 to 4 – including overlap with Phase I.
- Operations: 1-lane year-round road, embankment width up to 44 feet and height 36 to 96 inches, 12-foot road lane, 4-foot shoulders, 1-way road operation.
- Components: Most already put in place during Phase I construction activities, with the addition of fiber optic line in roadway embankment and additional communication equipment at some Maintenance Stations.
- Activities: Continued development or expansion of material sources, construction camp operations, maintenance station operations, some aircraft operations, hauling materials and placing fill, excavating high areas, and grading.

Phase II Operations and Maintenance

Summary:

- Years: 4 to 50

- Operations: 1-lane year-round road, embankment width up to 44 feet and height 36 to 96 inches, 2 12-foot road lanes, 4-foot shoulders, 2-way road operations.
- Components: Use of previously constructed Components.
- Activities: Continued development or expansion of Material Sites, air operations, Maintenance Station operations, hauling materials and placing fill for repairs/maintenance, grading, and removal and reclamation of temporary construction camps not turned into Maintenance Stations.

Phase III Construction (2-Lane Road)

This Phase, if needed, would include additional clearing, additional material extraction, additional excavation where widening road in cut sections or side hilling, additional hauling and placing material to expand the Phase II embankment (width), and additional grading. Culverts would be extended by welding extensions onto the existing culverts. This expansion would create a 2-lane all-season roadway.

Summary:

- Years: 2 to 3 years for the road widening effort – could overlap with the Phase II Operations and Maintenance.
- Operations: 2-lane year-round road, embankment width up to 56 feet and height 36 to 96 inches, 2-way road operations.
- Components: Use of previously constructed Components; expansion of Material Sites; extension of fish passage culverts.
- Activities would include continued development or expansion of material sources, maintenance station operations, air operations, hauling materials and placing fill for expanded roadway, and grading.

Reclamation Phase

Reclamation at the end of the Project would include removal of embankment, culverts, Airstrips, and Maintenance Sites, as well as regrading and revegetation.

Summary:

- Years: 50 to 55
- Operations: Removal of road, no road operations.
- Components: Use of maintenance sites as construction camps, use of communications equipment during reclamation activities, restoration, regrading, and revegetation. Removal of all Components at end of reclamation.
- Activities: Equipment operations to remove fill, regrade, revegetate, restore areas affected by road embankments and associated facilities (airstrips, maintenance stations, material sites).

Attachment H – Amendment and Addendum Log

Change #	Date Revised	Stipulation or Attachment	Line or Paragraph	Revision
<i>Example</i>	<i>Dec 21, 2019</i>	<i>Attachment H</i>	<i>1</i>	<i>Original language which stated “Amendment Log” was changed to “Amendment and Addendum Log”.</i>
1				
2				
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