

**AMENDMENT TO
PROGRAMMATIC AGREEMENT**

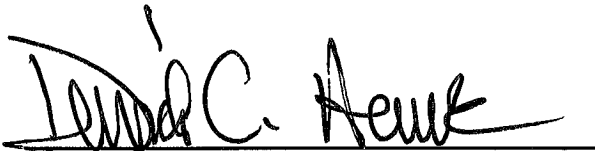
Among the Federal Highway Administration,
The Puerto Rico State Historic Preservation Officer
The Puerto Rico Highway and Transportation Authority and
The Advisory Council on Historic Preservation
Regarding
The Federal-Aid Highway Program in Puerto Rico
(Programmatic Agreement)

WHEREAS, the Programmatic Agreement was executed on July 31, 2012, and was to continue in full force and effect until July 31, 2017;

WHEREAS, the parties desire to extend the duration of the amended Programmatic Agreement and have consulted pursuant to its terms;

NOW, THEREFORE, in accordance with Stipulation V, the signatories agree to extend the duration of the Programmatic Agreement through August 1, 2018.

SIGNATURE

A handwritten signature in black ink, appearing to read "David C. Hawk", is written over a horizontal line.

David Hawk
Acting Division Administrator
Federal Highway Administration

Date: _____

**AMENDMENT TO
PROGRAMMATIC AGREEMENT**

Among the Federal Highway Administration,
The Puerto Rico State Historic Preservation Officer
The Puerto Rico Highway and Transportation Authority and
The Advisory Council on Historic Preservation
Regarding
The Federal-Aid Highway Program in Puerto Rico
(Programmatic Agreement)

WHEREAS, the Programmatic Agreement was executed on July 31, 2012, and was to continue in full force and effect until July 31, 2017;

WHEREAS, the parties desire to extend the duration of the amended Programmatic Agreement and have consulted pursuant to its terms;

NOW, THEREFORE, in accordance with Stipulation V, the signatories agree to extend the duration of the Programmatic Agreement through August 1, 2018.

SIGNATURE



John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date: 7/31/17

**AMENDMENT TO
PROGRAMMATIC AGREEMENT**

Among the Federal Highway Administration,
The Puerto Rico State Historic Preservation Officer,
The Puerto Rico Highway and Transportation Authority and
The Advisory Council on Historic Preservation
Regarding
The Federal-Aid Highway Program
In Puerto Rico

WHEREAS, the Programmatic Agreement (Agreement) was executed on July 31, 2012, and was to continue in full force and effect until July 31, 2017; and

WHEREAS, the parties desire to extend the duration of the Agreement and have consulted pursuant to its terms;

NOW, THEREFORE, in accordance with Stipulations V.B. of the Agreement, the Federal Highway Administration, the Puerto Rico State Historic Preservation Officer, the Puerto Rico Highway and Transportation Authority and the Advisory Council on Historic Preservation agree to amend the Agreement as follows:

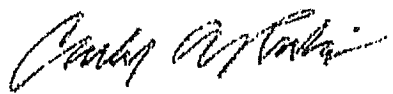
1. Amend Stipulation V.A. so it reads as follows:

Duration: This Agreement shall remain in effect until August 1, 2018.

SIGNATURES

James Christian
Division Administrator
Federal Highway Administration

Date: _____



Carlos A. Rubio- Cancela
Puerto Rico State Historic Preservation Officer

Date: July 27, 2017

John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date: _____

Carlos M. Contreras-Aponte
Executive Director
Puerto Rico Highway and Transportation Authority

Date: _____

**AMENDMENT TO
PROGRAMMATIC AGREEMENT**

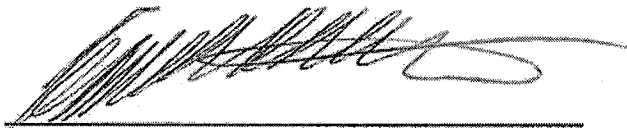
Among the Federal Highway Administration,
The Puerto Rico State Historic Preservation Officer
The Puerto Rico Highway and Transportation Authority and
The Advisory Council on Historic Preservation
Regarding
The Federal-Aid Highway Program in Puerto Rico
(Programmatic Agreement)

WHEREAS, the Programmatic Agreement was executed on July 31, 2012, and was to continue in full force and effect until July 31, 2017;

WHEREAS, the parties desire to extend the duration of the amended Programmatic Agreement and have consulted pursuant to its terms;

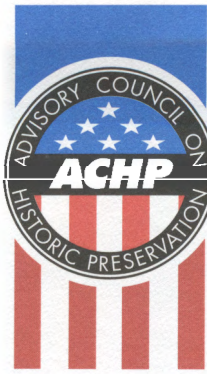
NOW, THEREFORE, in accordance with Stipulation V, the signatories agree to extend the duration of the Programmatic Agreement through August 1, 2018.

SIGNATURE



Carlos M. Contreras Aponte
Executive Director
Puerto Rico Highway and Transportation
Authority

Date: July, 20, 2017



Preserving America's Heritage

August 2, 2012

Martin C. Knopp
Division Administrator
Puerto Rico Division
350 Chardon Ave., Suite 210
San Juan, PR 00918-2148

Ref: *Programmatic Agreement Regarding Implementation of the Federal-Aid Highway Program in Puerto Rico.*

Dear Mr. Knopp:

Enclosed is a copy of the fully executed Programmatic Agreement for the Federal Aid Highway Program in Puerto Rico. By carrying out the terms of the Agreement, the Federal Highway Administration (FHWA) will fulfill its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations, "*Protection of Historic Properties*" (36 CFR Part 800). We are retaining a copy of the original Agreement on file at our office. Please distribute copies of the fully executed Programmatic Agreement to the other signatories.

We appreciate FHWA working closely with the Puerto Rico State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the Puerto Rico Highway Transportation Authority to develop and execute this agreement. We would especially like to thank Cathy Kendall, Environmental Specialist, for her coordination and management of the consultation process. If we may be of further assistance as the Agreement is implemented, please contact Carol Legard at (202) 606-8522, or via e-mail at clegard@achp.gov.

Sincerely,

Charlene Dwin Vaughn, AICP
Assistant Director
Office of Federal Agency Programs
Federal Permitting, Licensing, and Assistance Section

Enclosure

ADVISORY COUNCIL ON HISTORIC PRESERVATION

1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov

JUN 21 2012

RECEIVED

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE PUERTO RICO STATE HISTORIC PRESERVATION OFFICER,
THE PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE FEDERAL-AID HIGHWAY PROGRAM
IN PUERTO RICO**

WHEREAS, the Federal Highway Administration (FHWA) awards funds to the Puerto Rico Highway and Transportation Authority (PRHTA) through the Federal Aid Highway Program as authorized by 23 U.S.C. 101 et seq. for the execution of highway related projects; and

WHEREAS, FHWA has determined that its undertakings may affect properties in the Commonwealth of Puerto Rico listed in or eligible for the National Register of Historic Places (National Register) and has consulted with the Puerto Rico State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b), regulations implementing Sections 106 of the National Historic Preservation Act (NHPA) 16 U.S.C. 470; and

WHEREAS, there are no Tribal lands or Tribal interests recognized in the Commonwealth of Puerto Rico and therefore FHWA undertakings will not result in individual projects that have the potential to affect historic properties having religious and cultural significance to Indian Tribes; and

WHEREAS, as a result of the implementation of FHWA programs, the PRHTA will receive financial and technical assistance from FHWA, has participated in this consultation and has been invited to become a signatory party to this Agreement; and

WHEREAS, SHPO, FHWA, PRHTA and ACHP acknowledge that the use of FHWA funds will be more efficient if a programmatic agreement is established to provide for expedited review of those activities that have minimal or no effect on historic properties.

NOW, THEREFORE, SHPO, FHWA, PRHTA and ACHP agree that the Federal Aid Highway Program shall be administered in accordance with the following stipulations:

STIPULATIONS

FHWA will ensure that the following Stipulations be implemented.

I. APPLICABILITY

This Agreement sets forth the process by which FHWA, with the assistance of PRHTA, shall fulfill its responsibilities under Section 106 of the National Historic Preservation Act (NHPA) for the Federal Aid Highway Program. This Agreement establishes a streamlined process for PRHTA handling of certain routine actions that have little to no potential to cause effects to historic properties. This Agreement also details FHWA's delegation of responsibility to PRHTA for most of the steps required for completion of the Section 106 review process (36 CFR Part 800).

PRHTA will conduct Section 106 consultation on behalf of FHWA for projects requiring FHWA approval. In accordance with 36 CFR 800.2(c)(4), FHWA remains legally responsible for all findings and determinations. The FHWA will take the lead in the consultation process when:

1. PRHTA determines that the Criteria of Adverse Effect apply to an undertaking;
2. There is disagreement between PRHTA and the Puerto Rico SHPO regarding identification and/or evaluation of historic properties or the assessment of effects;
3. There is an objection from a consulting party or a member of the public regarding Section 106 findings and determinations, the implementation of agreed upon provisions or their involvement in Section 106 review; or
4. There is the potential for a foreclosure situation or anticipatory demolition as specified in Section 110(k) of the NHPA and 36 CFR 800.9(b) and (c);

This Agreement takes effect upon the date of its execution by FHWA, PRHTA, SHPO, and the ACHP.

II. PROJECTS EXEMPTED FROM REVIEW

The types of undertakings in Appendix A are activities in which PRHTA routinely utilizes Federal Aid Highway Program funds. Generally, these undertakings do not adversely affect historic properties, provided they are limited to activities that are not part of a larger project. Absent of extraordinary circumstances, these types of activities shall not require consultation with the SHPO or the ACHP.

- A. PRHTA will determine if a proposed undertaking conforms to the Programmatic Allowances (Allowances) in Appendix A, and thus is exempt from SHPO review. If the undertaking is consistent with the allowances in Appendix A, PRHTA will document this determination in the project file and FHWA may fund the undertaking.
- B. For all activities not covered by Appendix A, FHWA and PRHTA will conduct Section 106 review in accordance with Stipulation I and 36 CFR Part 800.

III. PROFESSIONAL QUALIFICATIONS

PRHTA's cultural resource staff, and any consultant staff contracted by PRHTA to review the projects included in Appendix A, will meet the Secretary of Interior's (Secretary's) *Professional Qualifications Standards (Qualifications)*.

IV. SIGNATORY RESPONSIBILITIES

A. FHWA Responsibilities

In compliance with its responsibilities under the NHPA, and as a condition of its award to PRHTA of any assistance under the Federal-Aid Highway Program, FHWA shall ensure that PRHTA carries out the requirements of this Agreement. FHWA will comply with 36 CFR Part 800 for all undertakings that are not designated to PRHTA under Stipulation I.

B. PRHTA Responsibilities

- a. PRHTA will determine if actions of an undertaking conform to one or more of the exemptions from SHPO review in Appendix A. If so, it will be documented in the project file and no further Section 106 review will be required. For all other actions that have a potential to affect historic properties, PRHTA and FHWA will consult with the SHPO and others in accordance with Stipulation I of this Agreement and 36 CFR Part 800.
- b. PRHTA will record and retain relevant project documentation, including before and after photographs of the undertaking's area of potential effects and of the undertaking property.
- c. PRHTA shall submit an annual report to the SHPO for review and comment on all activities carried out in accordance with Stipulation II. Said report will be filed no later than 31 January of every year.
- d. PRHTA will halt any activity and promptly notify FHWA and SHPO of any unanticipated find within the undertaking's area of potential effects, and shall further consult pursuant to 36 CFR Part 800.13(b).

A. SHPO Responsibilities

- a. When requested, SHPO staff will be available as a resource regarding questions that may arise during PRHTA's review process and will be available through written requests, telephone conversations or electronic media.

V. DURATION, AMENDMENTS AND TERMINATION

- A. Duration: This Agreement shall remain in effect from the date of execution until a new agreement is executed or for a period not to exceed five (5) years.
- B. Amendments: Any signatory may propose that this Agreement be amended, whereupon the signatories shall consult for not more than 60 days to consider the amendment. This Agreement may be amended only upon the written agreement of all the signatories. Appendix A may be amended in writing by FHWA, PRHTA and the SHPO without amending the Agreement proper.
- C. Termination: The signatories may terminate this Agreement by providing 30 days written notice to the other signatories, provided the signatories will consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FHWA will comply with 36 CFR Part 800.

VI. DISPUTE RESOLUTION

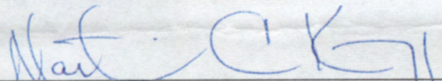
Should any signatory party object in writing within 14 days of the finalized review of a specific action in accordance with the Allowances, FHWA will review the action in accordance with 36 CFR Part 800

VII. EXECUTION AND IMPLEMENTATION

- A. This Agreement may be implemented in counterparts and will become effective on the date of the final signature. FHWA will ensure that each signatory party is provided with a complete copy.

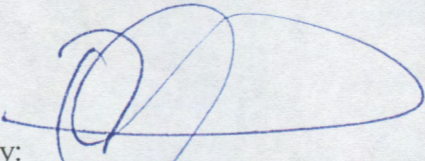

- B. Execution and implementation of the terms of this Agreement evidences that FHWA has taken into account the effects of these undertakings on historic properties and afforded ACHP a reasonable opportunity to comment, and has thus satisfied its Section 106 responsibilities.

FEDERAL HIGHWAY ADMINISTRATION

By: 
Martin Knopp, Division Administrator


Date: 7-3-2012

PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY

By: 
Rubén A. Hernández Gregorat, MEM, PE, Executive Director 

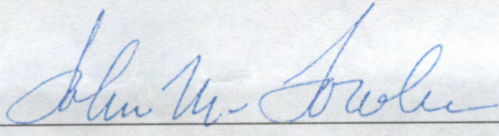
Date: 6/15/12

PUERTO RICO STATE HISTORIC PRESERVATION OFFICER

By: 
Carlos A. Rubio Cancela, Architect

Date: 6/19/12

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
John M. Fowler, Executive Director

Date: 7/31/12

APPENDIX A

- I. The following projects, by their nature, have little to no potential to cause effects to historic properties and do not require review by SHPO or other parties, provided they are not in or adjacent to a National Register eligible or listed historic district or historic property.
- II. PRHTA qualified cultural resources staff will review each of these projects to determine if it meets the criteria for exemption from SHPO review or whether additional investigations are needed to determine the presence or absence of historic properties in the area of potential effects.

1. CURB, GUTTER AND SIDEWALK IMPROVEMENTS

Installation of curb, gutter and sidewalk improvement are replacement and rehabilitation projects, wherein no additional terrain is altered. In all cases, projects of this category are in an urban or rural environment where contemporary ground disturbance is complete or almost complete.

2. GUARDRAIL INSTALLATION

Installation of guardrails on curves and along steep embankments such as stream sides and cliff tops is necessary for safety and traffic control. In most cases the guardrails are supported by six by eight inch posts driven into the already disturbed road prism, and are always located within six feet of the pavement.

3. INSTALLATION OF TRAFFIC IMPACT ATTENUATOR

This refers, for example, to the sand filled drum-type assembly to be installed in the already disturbed road right-of-way, as well as other types of attenuators.

4. REPAVING, PAVEMENT REHABILITATION, RESURFACING OR RECONSTRUCTION PROJECTS

This type of project is limited to laying road surface and reconstruction within the existing roadway prism and within areas previously disturbed by construction, and not outside of the existing right-of-way (see also below under number 9).

5. PAVEMENT MARKINGS

These projects consist of furnishing and applying pavement markings on the finished or existing pavement surfaces of a highway.

6. MARKERS AND DELINEATORS INSTALLATION

This type of projects refer to the installation of kilometer and hectometer markers, right-of-way markers, traffic delineators, and similar markers or posts along a highway into the already disturbed roadway prism.

7. LIGHTING AND SIGNALIZATION INSTALLATION OR REPLACEMENT

These projects are most typically developed at intersections of highways where safety control is required. Installations include posts or towers for mounting lighting fixtures which are supported by a concrete footer that extends between six to eight feet into the ground in or adjacent to the already disturbed roadway prism.

8. BRIDGE PRESERVATION, STABILIZATION, REHABILITATION, AND REPLACEMENT

These projects refer to the preservation, stabilization, rehabilitation, and replacement work on bridges less than 50 years of age.

9. OVERLAY AND SEALCOATS RESURFACING

This type of resurfacing work is confined to the existing pavement and shoulder surface and is limited to addition of a new layer of asphalt or sand and oil mixture. Some overlay projects may include shoulder flattening and minor safety work.

10. REPAVING AND EXISTING GRAVEL SHOULDER

This type of project is limited to laying road surface within the existing road prism and will not deviate into the areas of the right-of-way.

11. INTERSECTION IMPROVEMENT

These projects generally involve construction of turn lanes inside the existing right-of-way and other geometric improvements

12. SCOUR MITIGATION AND REPAIR OF BRIDGES

This work consists of reestablishing the previous ground profile (or a similar one) to repair/mitigate the effects of scour on the structure. The work may include, but is not limited to, gabion installation, slope reestablishment, concrete protection, rip-rap installation among others.

13. INSTALLATION OF MONITORING SYSTEM

These projects involve the installation of fully integrated video, voice, data systems, and related infrastructure for highway monitoring.

14. INSTALLATION OF INTELLIGENT TRAFFIC SIGNAL SYSTEMS

These consist of furnishing and installing new traffic signal systems. It will include the traffic and pedestrian signal heads, the signal support structures, the detector units, the local and master controllers, conduit, pull boxes, hand-holes, electric conductors, telecommunications cables.