AGREEMENT No. 693C73-19-N-500010

Memorandum of Agreement

among the

Puerto Rico Highway Transportation Authority

and the

U.S. Department of Transportation
Federal Highway Administration
Puerto Rico and Eastern Federal Lands Highway Divisions

for

Engineering and Construction Services for
Bridge, Traffic Signage and Safety Improvements, and Landslide Projects

in the

Commonwealth of Puerto Rico

PURPOSE

This Memorandum of Agreement (Agreement) is entered into by and between the Puerto Rico Highway and Transportation Authority (PRHTA), the U.S. Department of Transportation, Federal Highway Administration's (FHWA), Puerto Rico/U.S. Virgin Island Division (FHWA-PR/USVI) and the Eastern Federal Lands Highway Division (EFLHD) for engineering and construction services and other activities to deliver permanent repairs identified in Detailed Damage Inspection Reports (DDIR) at multiple sites in the Commonwealth of Puerto Rico as a result of hurricanes Irma and Maria (Work).

AUTHORITIES

WHEREAS, the PRHTA under provisions of 23 U.S.C. § 125 hereby requests Federal Highway Administration (FHWA) to approve participation of federal-aid funds to assist in the cost of repairing damages caused by Hurricanes Irma and Maria that affected the entire island of Puerto Rico during September 2017; and,

WHEREAS, 23 U.S.C. § 125 authorizes Emergency Relief (ER) funds for the repair of damage to Federal-aid highways resulting from the Hurricanes Irma and Maria events that affected the entire island of Puerto Rico during September 2017; and,

WHEREAS, the Bipartisan Budget Act of 2018 authorizes funding be made available for the "Emergency Relief Program" including the repair response efforts to damage caused by Hurricanes Irma and Maria at 100 percent for Puerto Rico; and

WHEREAS, the Disaster Relief Appropriations Act, 2017 authorizes funding be made available for the "Emergency Relief Program" and remaining funds may be transferred for the Work; and

WHEREAS, Puerto Rico Highway Program (PRHP) funds, made available through the FAST Act, will be transferred to fund portions of the Work not deemed eligible for ER funds; and

WHEREAS, toll credits will be used as the match for the PRHP funds; and

WHEREAS, FHWA-PR/USVI is the office within FHWA with administrative, financial, and project implementation and management oversight of the Emergency Relief funds; and,

WHEREAS, the PRHTA has requested assistance from the EFLHD to provide engineering and construction services for the Work; and,

WHEREAS, 23 U.S.C. § 308(a) authorizes the FHWA to perform engineering and other services regarding the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and,

WHEREAS, the scope of work for this agreement includes permanent repairs at multiple sites in the Commonwealth of Puerto Rico as identified in eligible DDIRs; and,

WHEREAS, ER funds will be provided to the EFLHD by the PRHTA for all ER eligible costs related to the Work; and,

WHEREAS, PRHTA is responsible for providing supplemental funds for the Work should there be delays in the allocation of the ER or PRHP funds to ensure compliance with the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)); and

WHEREAS, although this Agreement is subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)), the Parties understand, recognize and agree that EFLHD is not responsible for any percentage part of the cost of this Work; and,

WHEREAS, PRHTA acknowledges and confirms that the Work is being constructed on property owned and maintained by the PRHTA or the Puerto Rico Department of Transportation and Public Works.

NOW THEREFORE, the parties do hereby mutually agree as follows:

ARTICLE I: OBLIGATIONS, RESPONSIBILITIES, AND FUNDING

A. The PRHTA agrees to:

1. Designate a point of contact with decision-making authority so that all communication regarding the Work will be coordinated and managed through such person;
2. Provide the required funding for the Work through assigned ER funds, PRHP funds, or other funding sources as appropriate and as determined by PRHTA;
3. Allow EFLHD to pay for all costs related to meeting federal requirements as well as for the management, design, and construction of the Work. Costs shall include, but are not limited to, preparation of the environmental documentation, permits and other clearances, design, construction, construction engineering, and other related engineering, program and project administration activities;
4. Provide design assistance to EFLHD and its designees, participate in progress meetings, design field reviews and approvals, and final construction inspections, as required;
5. Review and comment on the scope, prioritization, schedule, budget, and subsequent updates of the proposed projects within the timelines requested by EFLHD;
6. Maximize use of existing permit exemptions and programmatic agreements by providing guidance and general assistance to EFLHD and its designees in the preparation of permits, and when necessary, submitting permit applications to obtain clearances from all permitting agencies in the Commonwealth of Puerto Rico and Municipalities;
7. Assist EFLHD and its designees in preparing permit applications to obtain all required Federal permits and clearances;

8. Acquire necessary right-of-way (ROW);
9. Coordinate and execute utility agreements to provide timely relocations;
10. If the actual costs of the Work are anticipated to exceed the estimates in the approved DDIRs, the PRHTA and EFLHD agree to utilize one or more of the following options:
    a. EFLHD and PRHTA may revise the budget to reflect the new estimate(s) and PRHTA will transfer additional funds needed to complete the construction of the Work. EFLHD will request additional funds in time to have them in place before funds are exhausted. PRHTA will determine the type of supplemental funds to be transferred based on the availability of funding at the time of request to ensure compliance with the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)).
    b. Reduce the scope of work such that available funding is sufficient to cover the estimated costs.
    c. EFLHD may cease work on the unfunded aspects of the Work: or
    d. Any combination of (a), (b) or (c).
11. In addition, for projects designed by PRHTA and its designees:
    a. Provide all Plans, Specifications, and Estimate (PS&E) packages for general EFLHD review and comments. Address comments provided by EFLHD and provide a written explanation of how each comment was addressed within the timelines requested by EFLHD;
    b. Provide ready for procurement/construction PS&E packages in Federal Fiscal Year 2019 (FY19) addressing all EFLHD comments. For projects to be advertised for construction in FY19, provide the final PS&E a minimum of 3 months before the quarter in which the project is to be advertised. The PS&E package includes, but is not limited to:
        i. Project priority list that organizes PS&E packages in order of priority for PRHTA;
        ii. Plans, specifications, construction cost estimates, design technical reports, quantity calculations, National Environmental Policy Act (NEPA) documentation, permits, agreements, and clearances from Federal and local governments;
        iii. PS&E package certification indicating that all projects issues related to design, NEPA, permitting, ROW, and utilities have been addressed and the projects are ready for construction;

c. Assist answering bidder questions within 3 working days, when assistance is requested. Assist in other aspects of the procurement process as needed; and

d. Provide technical assistance as needed to respond to issues during construction within the timelines requested by EFLHD.

12. Participate in monthly status meetings as required.

13. Throughout the course of EFLHD's delivery of projects, EFLHD, PHRTA and FHWA-PR/USVI will work together to identify opportunities for peer exchanges, technical support training and education to PHRTA's staff.

B. The FHWA-PR/USVI agrees to:

1. Provide federal-aid funding for the Work including ER and other Puerto Rico Highway Program funds as appropriate and approve the transfer of funds from the PRHTA ER funds to the EFLHD prior to the start of any work by EFLHD as presented in the Financial Plan;

2. Delegate to EFLHD the approval of all federal actions including but not limited to:

i. National Environmental Policy Act (NEPA) documentation and permits;

ii. ROW plans and administrative review of ROW acquisition and utility relocation activities by PRHTA, when applicable;

iii. The statements of work and award of any consultant contracts for the Work;

iv. Final PS&Es for advertisement, all contract administration efforts, construction inspections, and approval of the completed project; and

v. Authorization for contract awards, contract administration, contract modifications, inspection, project acceptance, and contract completion.

3. Provide guidance on ER funding eligibility when requested;

4. Keep track of projects authorized based on the approved ER program;

5. Review and update the DDIRs if a change in scope occurs or there is an increase of twenty (20) percent from the original estimates;

6. Participate in EFL's FIRE and QA/QC reviews as required or requested by EFL;

7. Participate in monthly status meetings;

8. Throughout the course of EFLHD's delivery of projects, EFLHD, PHRTA and FHWA-PR/USVI will work together to identify opportunities for peer exchanges, technical support training and education to PHRTA's staff.

C. EFLHD agrees to:

1. Be the lead federal agency for applicable federal actions, project development, and overall coordination of the Work;

2. Be responsible to meet timetable and delivery budgets while ensuring full compliance with applicable federal laws and regulations;

3. Accept funds as defined in Article III of this agreement;

4. Coordinate and develop the scope, schedule and budget for the delivery of the sites, evaluate project development approach and proceed with procurement as deemed best by EFLHD;

5. Procure and administer any consultant assistance contracts deemed necessary;

6. Review A/E's PS&E packages and provide technical support for quality control (QC) of A/E work;

7. For projects to be designed by EFLHD:

a. Conduct survey and mapping necessary for design activities;

b. Conduct subsurface investigations;

c. Lead the preparation of environmental documents required by the NEPA, as amended, and 23 CFR 771, including the Environmental Impact Statement / Record of Decision, Categorical Exclusion, Environmental Assessment / Finding of No Significant Impact, and 4(f) Evaluation, and coordinate the necessary approvals for Section 106 of the National Historic Preservation Act, the Endangered Species Act, and the Clean Water Act;

d. Prepare environmental permit applications as required;

e. Prepare necessary ROW documentation for PRHTA to acquire any necessary ROW

f. Develop and administer utility agreements, if necessary;

g. Prepare preliminary and final PS&E packages for the Work using PRHTA design standards and specifications.

h. Evaluate the resiliency of the proposed replacement and consider incorporating cost effective features that will make the facilities more resilient and reduce the risk of damage from future events. Document all resiliency measures implemented as required in the ER Manual.

8. For projects designed by PRHTA:
    a. Provide Geotechnical and Structural Engineering reviews for the regular landslide projects;
    b. Provide general reviews of PS&E packages, as deemed necessary;
    c. Develop Administrative Contract Specifications to add EFLHD's procurement and contract administration requirements on the projects; and
    d. Packaging/bundling the projects for bidding;
9. Provide brief written status reports on a monthly basis to PHRTA, FHWA PR/USVI, and the USDOT Transportation Recovery Representative on the Work;
10. Advertise and award the construction contract(s);
11. Administer the construction contract(s), including necessary construction engineering and inspection (CEI);
12. Process payments to CEI consultants, contractors and utility companies, as applicable;
13. Conduct final inspection of the Work;
14. Promptly initiate close-out and return unexpended funds once final costs for the Work are known, including the transfer of the facilities after acceptance by the owner;
16. Coordinate with PRHTA's National Bridge Inventory program manager to ensure all load rating work will meet Puerto Rico's legal load requirements as well as Emergency Vehicle loadings as established in the FAST Act.
17. Use SP-934 specification for all structural concrete work
18. Throughout the course of EFLHD's delivery of projects, EFLHD, PHRTA and FHWA-PR/USVI will work together to identify opportunities for peer exchanges, technical support training and education to PHRTA's staff.

ARTICLE II: SCOPE OF WORK (Project lists and brief work description)

Bridges
EFLHD will provide design, procurement, and CEI services for the following four (4) bridges:

BRIDGE SITES		
Bridge	**Road**	**Municipality**
606	PR-962	Canóvanas
653	PR-957	Canóvanas
769	PR-354	Mayagüez
1130	PR-145	Ciales

Bridge 1130 is not eligible for ER funding. Therefore, Puerto Rico Highway Program funds with toll credit match will be used to fund the design and construction of this portion of the Work.

Traffic Signage and Safety Improvements
PRHTA has twenty-one (21) active Architectural/Engineering (A/E) contracts for developing PS&Es for traffic signage and safety improvements on roadways located throughout Puerto Rico. EFLHD will provide pre-construction PS&E reviews to ensure compliance with the Federal Acquisition Regulations (FAR) and other federal requirements, procure the construction contract(s), and provide CEI services for the Work. A combination of funds will be required for the procurement of these construction contracts since there some items included in the PS&Es may not be eligible for ER funds.

Landslide Repairs
PRHTA has twenty-eight (28) active A/E contracts for NEPA, design, permitting, and other related services for repairing 345 landslide sites. EFLHD will provide geotechnical and structural technical support for the QC of the work performed by PRHTA's A/E consultant, pre-construction PS&E package reviews to ensure compliance with the FAR and other federal requirements, procure the construction contract(s), and provide CEI services for the Work.

Minor Landslide Repair Sites
EFLHD will deliver the design, procurement, construction, and provide CEI services for fifty-four (54) minor landslide repair sites.

ARTICLE III: DISBURSEMENT OF FUNDS

All ER eligible costs associated, directly or indirectly, with the Work including, but not limited to: engineering, construction engineering, inspection services, A/E consultant costs, and design / bridge / technical services, as necessary, shall be reimbursed with the ER funding. FHWA-PR/USVI is responsible for providing ER eligibility determination on all sites included under the scope of work of this agreement

All costs deemed ineligible for ER funding and associated, directly or indirectly, with the Work including, but not limited to: engineering, construction engineering, inspection services, A/E consultant costs, and design / bridge / technical services, as necessary, shall be reimbursed with Puerto Rico Highway Program (PRHP) funds or other funding sources as determined by

PRHTA. Toll credits will be used as the match for the Puerto Rico Highway Program funds. EFLHD is not responsible for ensuring that any cost sharing/matching requirements associated with PRHP funds are satisfied.

The Work outlined in this agreement cannot be advanced to the construction obligation stage by the end of the second fiscal year following the year in which the disaster occurred (September 2019). Therefore, following the guidelines in the Emergency Relief Manual (Federal-Aid Highways), time extension justifications will be submitted by PRHTA and approved by FHWA-PR/USVI to ensure the smooth continuity of the Work.

Congress has granted a 100% Federal Share for ER projects for Hurricanes Irma and Maria in Puerto Rico with no expiration time limit. However, the Bipartisan Budget Act of 2018 (P.L. 115-123) required that the supplemental ER funds provided in P.L. 115-123 be expended within a 24-month period following the obligation of those funds, unless a waiver was issued by the Office of Management and Budget (OMB). A waiver to this requirement was requested and granted by OMB on October 9, 2018.

The estimated costs are as follows:

Activity	Amount
Preliminary and Construction Engineering:	$65,360,000.00
Right-of-Way:	N/A
Construction Contract:	$322,000,000.00
Contingency:	$148,120,000.00
Total:	$535,480,000.00

The estimates are subject to change as the development of the project is refined.

The transfer of funds to the EFLHD will be in accordance with the FHWA Order 4551.1: "Funds Transfers to Other Agencies and Among Title 23 Programs" dated August 12, 2013 and the June 2010 Federal Lands Highway document "Funds Transfer Guide." The processes in these two documents are mandatory.

Within 15 days of the execution of this MOA, EFLHD will forward a funding transfer request to the PRHTA for review and approval. Upon approval, the PRHTA will initiate the transfer of the ER funds by the process in the FHWA Order 4551.1 and the June 2010 transfer guide. The EFLHD will not undertake any work until the requested funds are received. PRHTA is responsible for providing supplemental funds for the Work should there be delays in the allocation of the ER funds.

EFLHD will maintain separate financial records for the Services and will track and monitor all funds transferred to it.

To the maximum extent practicable, EFLHD will notify PRHTA, in writing, whenever it has reason to believe that the costs it expects to incur in the next 60 days, when added to all costs previously incurred for the Work, will exceed the total amount so far transferred to EFLHD for

the Work. PRHTA will then, at its discretion, request more ER funding be transferred to EFLHD. In all cases, EFLHD will cease work on the Work when costs incurred reach the amount transferred, and until additional funding is transferred for the Work.

Once the financial records for the Work are closed, the EFLHD will return all unexpended funds to the FHWA's ER Program account.

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ARTICLE IV: KEY OFFICIALS AND CONTACTS

Key Official	**Point of Contact**
A. For the PRHTA: Luis E. Rodríguez Rosa Deputy Executive Director, PRHTA PO Box 42007 San Juan, PR 00940-2007 Phone: (787) 721-8787 ext.1005 Fax: (787) 721-4955 E-mail: lurodriguez@dtop.pr.gov	Eduardo F. Ruiz Vélez Construction Area Director, PRHTA PO Box 42007 San Juan, PR 00940-2007 Phone: (787) 721-8787 ext.1169 Fax: (787) 721-4955 E-mail: eruiz@dtop.pr.gov Jaime A. Lafuente Gonzalez Design Area Director, PRHTA PO Box 42007 San Juan, PR 00940-2007 Phone: (787) 722-2929 ext. 1400 E-mail: jlafuente@dtop.pr.gov
A. For the FHWA-PR/USVI: Mr. James Christian Division Administrator Federal Highway Administration Puerto Rico Division 350 Ave Carlos Chardon Ave. San Juan, PR 00918-2148 Phone: (850) 553-2202 Email: James.Christian@dot.gov	Mr. Michael Avery Associate Division Administrator Federal Highway Administration Puerto Rico Division 350 Ave Carlos Chardon Ave. San Juan, PR 00918-2148 Phone: (787) 771-2510 E-mail: Michael.Avery@dot.gov
B. For the EFLHD: Mr. Kurt Dowden Chief of Business Operations Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, VA 20166 Phone: (571) 434-1598 Email: kurt.dowden@dot.gov	Ms. Holly Bell Planning and Programs Manager Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, VA 20166 Phone: (703) 404-6293 Email: Holly.Bell@dot.gov

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ARTICLE V: GENERAL TERMS AND CONDITIONS

A. This Agreement contains the entire agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by all of the Parties.

B. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.

C. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the Articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.

D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

E. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.

F. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third-party beneficiary status for any entity or person other than the Parties hereto.

G. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

H. All parties to the Agreement will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.

I. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.

J. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.

K. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a party, shall be received and processed by the party having responsibility for the particular injury-causing condition, under the law that governs such party.

L. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.

M. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.

N. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

O. The Parties will abide by the provisions of 18 U.S.C. §1913 (Lobbying with Appropriated Monies).

P. Contracts entered into by any Federal Agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.

Q. Nothing in this Agreement shall be construed as in any way impairing the general powers of the parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

R. This Agreement shall be in force and effect and shall remain in effect until the work, including payment, has been completed. This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been completed.

ARTICLE VI: ANTI-DEFICIENCY

Nothing in this Agreement shall be interpreted to require obligations or payments in violation of the Anti-Deficiency Act, 31 U.S.C. 1341(a)(1). PRHTA is responsible for providing supplemental funds for the Work should there be delays in the allocation of the ER funds to ensure compliance with the Anti-Deficiency Act. The parties agree that the EFLHD is not responsible for any percentage part of the cost of the Work.

ARTICLE VII: DISPUTE RESOLUTION

Disputes should be resolved at the lowest level possible. The dispute should be clearly defined in writing and understood by all Parties. Any dispute between the Parties that cannot be resolved by the Work points of contact shall be formally presented in writing to the Executive Director for PHRTA, the Division Administrator for FHWA-PR/USVI, and the Division Director for EFLHD for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers.

ARTICLE VIII: CONTRACT ADMINISTRATION

The EFLHD shall be the contracting office. Procurement by the EFLHD will be conducted in accordance with the Federal Acquisition Regulation (FAR). EFLHD will provide PRHTA with information on solicitation for bids and award of contract, and will provide appropriate staff for construction inspection.

ARTICLE IX: PROJECT COMPLETION

Upon successful completion of any project in accordance with the approved plans and specifications, and all approved contract modifications, the Puerto Rico Department of Transportation and Public Works will accept the completed project for maintenance and jurisdiction. The EFLHD shall provide one hard copy of the final as-constructed plans and a compact disc of the plan files to the PRHTA upon project completion.

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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PUERTO RICO HIGHWAY TRANSPORTATION AUTHORITY

Rosana M. Aguilar Zapata, PE
Executive Director

March 20, 2019
Date

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DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FHWA-PUERTO RICO

Mr. James Christian
Division Administrator

4/1/19
Date

Memorandum of Agreement 693C73-19-N-500010
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

Kurt Dowden
Chief of Business Operations

4/4/19
Date

Financial Plan for MOA Agreement No. 693C73-19-N-500010
"Engineering and Construction Services for Bridge, Traffic Signage and Safety Improvements, and Landslide Projects"

EFLHD - Projected Obligation of Construction Funds by Quarter

FY (Quarter)	FY 19			FY 20				FY 21				Totals
Work	2	3	4	1	2	3	4	1	2	3	4	4
Spt & Safety			$ 13,000,000.00	$ 13,000,000.00	$ 13,000,000.00	$ 13,000,000.00	$ 13,000,000.00	$ 13,000,000.00	$ 13,000,000.00			$ 40,000,000.00
Bridges			$ 20,000,000.00	$ 20,000,000.00		$ 20,000,000.00			$ 30,000,000.00			$ 100,000,000.00
PEFE												$ 40,000,000.00
Minor Landslides			$ 2,000,000.00									$ 2,000,000.00
Totals by Quarter	$ -	$ -	$ 35,000,000.00	$ 33,000,000.00	$ 13,000,000.00	$ 33,000,000.00	$ 13,000,000.00	$ 13,000,000.00	$ 43,000,000.00	$ -	$ -	$ 182,000,000.00

EFLHD - Projected Obligation Preliminary Engineering, Construction Engineering, and Contingency Breakdown per Quarter

FY (QUARTER)	FY 19			FY 20				FY 21				TOTALS
Work	2	3	4	1	2	3	4	1	2	3	4	20
Spt & Safety	$ 4,500,000.00			$ 4,500,000.00	$ 4,500,000.00							$ 13,500,000.00
PE			$ 2,750,000.00	$ 2,750,000.00	$ 2,750,000.00	$ 2,750,000.00	$ 2,750,000.00	$ 2,750,000.00	$ 2,750,000.00	$ -	$ -	$ 18,400,000.00
Bridges			$ 4,750,000.00	$ 29,900,000.00	$ 7,000,000.00	$ 4,900,000.00	$ 30,000,000.00	$ 4,900,000.00	$ 29,700,000.00	$ -	$ -	$ 146,150,000.00
Totals by Quarter	$ 4,500,000.00	$ -	$ 7,500,000.00	$ 37,150,000.00	$ 14,250,000.00	$ 7,650,000.00	$ 32,750,000.00	$ 7,650,000.00	$ 32,450,000.00	$ -	$ -	$ 178,050,000.00

EFLHD - Projected Preliminary Engineering, Construction Engineering, and Contingency Funding Breakdown per Activity

* Values based on projected construction funding needs

Work	FE %	PE Amount	CE %	CE Amount	Contingency	Cost Estimate
Spt & Safety	0.1%	$ 4,500,000.00	0.1%	$ 13,500,000.00	4.4%	$ 41,607,000.00
Bridges	0.1%	$ 4,000,000.00	0.1%	$ 20,000,000.00	4.4%	$ 91,520,000.00
PEFE	0.1%	$ 4,000,000.00	0.1%	$ 40,000,000.00	4.4%	$ 83,520,000.00
Minor Landslides	0.1%	$ 400,000.00	0.1%	$ 400,000.00	4.4%	$ 1,232,000.00
Totals	0.1%	$ 12,900,000.00	0.1%	$ 80,900,000.00	4.4%	$ 218,179,000.00

EFLHD - Projected Transfers of Funds from FHWA to EFLHD by Quarter

* Amounts shown reflect funding transfers every 2 quarters

FY (Quarter)	FY 19		FY 20				FY 21				Totals
Work	3	4	1	2	3	4	1	2	3	4	4
Spt & Safety	$ 26,000,000.00	$ 13,000,000.00		$ 13,000,000.00		$ 13,000,000.00		$ 13,000,000.00			$ 40,000,000.00
PEFE	$ 26,000,000.00	$ 13,750,000.00		$ 24,750,000.00		$ 24,750,000.00		$ 24,750,000.00			$ 87,250,000.00
Bridges	$ 26,000,000.00	$ 13,750,000.00		$ 24,750,000.00		$ 24,750,000.00		$ 24,750,000.00			$ 87,250,000.00
Total Funding Needs	$ 78,000,000.00	$ 40,500,000.00	$ -	$ 62,500,000.00	$ -	$ 62,500,000.00	$ -	$ 62,500,000.00	$ -	$ -	$ 214,500,000.00

* Multiple sources of funding needed to complete the work. All funding will be used for all FH eligible items. Regular FHWA funds being requested for items to be determined ineligible under the ER program. At this time, it is estimated that 75% of the total funding will be needed in Regular FHWA funds to fund FH ineligible items.

Tranches Data

Type of Funds	FY19 Q3	FY19 Q4	FY20 Q1	FY20 Q2	Total	% of Request
ER	$ 13,136,500.00	$ 13,136,500.00	$ 20,136,500.00	$ 48,837,500.00	$ 115,246,500.00	25%
Regular FHWA	$ 13,136,500.00	$ 13,136,500.00	$ 20,136,500.00	$ 48,837,500.00	$ 115,246,500.00	75%
Total	$ 26,273,000.00	$ 26,273,000.00	$ 40,273,000.00	$ 97,675,000.00	$ 230,493,000.00	100%

Financial Plan for MOA Agreement No. 693C73-19-N-500010
"Engineering and Construction Services for Bridge, Traffic Signage and Safety Improvements, and Landslide Projects"

EFLHD - Projected Obligation of Construction Funds by Quarter

FY (Quarters)	FY 19				FY 20				FY 21				Totals
Work	2	3	4	1	2	3	4	1	2	3	4	All
Signs Safety			$ 13,600,000.00	$ 13,600,000.00	$ 13,600,000.00	$ 13,600,000.00		$ 13,600,000.00	$ 13,600,000.00			$ 81,600,000.00
Tangier Landslides			$ 50,000,000.00				$ 150,000,000.00					$ 200,000,000.00
PRHTA Projects									$ 25,000,000.00			$ 25,000,000.00
Minor Landslides			$ 2,000,000.00									$ 2,000,000.00
Totals by Quarter	$ -	$ -	$ 15,600,000.00	$ 13,600,000.00	$ 13,600,000.00	$ 13,600,000.00	$ 150,000,000.00	$ 13,600,000.00	$ 38,600,000.00	$ -	$ -	$ 308,600,000.00

EFLHD - Projected Obligation Preliminary Engineering, Construction Engineering, and Contingency Breakdown per Quarter

FY (Quarters)	FY 19			FY 20				FY 21				TOTALS
Work	2	3	4	1	2	3	4	1	2	3	4	All
PE	$ 8,450,000.00				$ 8,450,000.00							$ 16,900,000.00
CE			$ 2,110,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 2,110,000.00	$ 2,110,000.00	$ 2,535,000.00	$ 4,750,000.00	$ 4,750,000.00	$ -	$ 28,865,000.00
CO			$ 7,810,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,465,000.00	$ 4,750,000.00	$ 4,750,000.00	$ -	$ 40,805,000.00
Contingency			$ 7,810,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,750,000.00	$ 4,465,000.00	$ 4,750,000.00	$ 4,750,000.00	$ -	$ 40,805,000.00
Totals by Quarter	$ 8,450,000.00	$ -	$ 17,730,000.00	$ 14,250,000.00	$ 17,950,000.00	$ 11,610,000.00	$ 11,610,000.00	$ 11,465,000.00	$ 14,250,000.00	$ 14,250,000.00	$ -	$ 127,355,000.00

EFLHD - Projected Preliminary Engineering, Construction Engineering, and Contingency Funding Breakdown per Activity

* Values based on projected construction funding needs

Work	PE %	PE Amounts	CE %	CE Amounts	Contingency	Cont Amounts
Signs Safety	10%	$ 8,160,000.00	15%	$ 12,240,000.00	15%	$ 12,240,000.00
Landslides	5%	$ 9,000,000.00	15%	$ 30,000,000.00	15%	$ 30,000,000.00
PRHTA	10%	$ 2,500,000.00	15%	$ 3,750,000.00	15%	$ 3,750,000.00
Minor Landslides	5%	$ 100,000.00	15%	$ 300,000.00	15%	$ 300,000.00
Totals		$ 19,760,000.00		$ 46,290,000.00		$ 46,290,000.00

Total Amounts
$ 32,400,000.00
$ 69,000,000.00
$ 6,250,000.00
$ 400,000.00
$ 112,050,000.00

EFLHD - Projected Transfers of Funds from PRHTA to EFLHD by Quarter

* Amounts shown reflect funding transfers every 2 quarters

FY (Quarters)	FY 19			FY 20				FY 21				Totals
Work	2	3	4	1	2	3	4	1	2	3	4	All
Contractors	$ 42,000,000.00		$ 30,000,000.00		$ 105,500,000.00		$ 43,000,000.00					$ 220,500,000.00
PE/CE	$ 17,000,000.00		$ 13,000,000.00		$ 17,750,000.00		$ 6,750,000.00					$ 54,500,000.00
Contingency	$ 17,000,000.00		$ 13,000,000.00		$ 15,750,000.00		$ 20,700,000.00					$ 66,450,000.00
Total Funding Needs	$ 76,000,000.00	$ -	$ 56,000,000.00	$ -	$ 139,000,000.00	$ -	$ 70,450,000.00	$ -	$ -	$ -	$ -	$ 341,450,000.00

* Multiple sources of funding needed to complete the work. All funding will be used for all EA eligible items. Regular PRHTA funds being requested for items to be determined ineligible under the EA program. At this time, it is estimated that 5% of the total funding will be needed in Regular PRHTA funds to fund EA ineligible items.

Type of Funds	Twelve Mos FY19 Q2	FY19 Q4	FY20 Q2	FY20 Q4	Total	% of Program
EA & PE	$ 8,450,000.00	$ 8,450,000.00	$ 8,450,000.00	$ 8,450,000.00	$ 33,800,000.00	11%
Regular PRHTA	$ 7,550,000.00	$ 22,150,000.00	$ 13,150,000.00	$ 8,525,000.00	$ 51,375,000.00	17%
Total	$ 16,000,000.00	$ 30,600,000.00	$ 21,600,000.00	$ 16,975,000.00	$ 85,175,000.00	28%

Memorandum of Agreement 693C73-19-N-500010
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

Kurt Dowden
Chief of Business Operations

4/4/19
Date