



GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

PUBLIC WORKS DEPARTMENT
6002 Estate Anna's Hope
Christiansted, St. Croix, V.I. 00820-4428

OFFICE OF THE COMMISSIONER

TELEPHONE: (340) 773-1789
FAX: (340) 773-0670

August 20, 1998

Mr. Gary L. Klinedinst, Division Engineer
Eastern Federal Lands Highway Division - FHWA
Federal Highway Administration
Loudoun Tech Center
21400 Ridgetop Circle
Sterling, Virginia 220166-6511

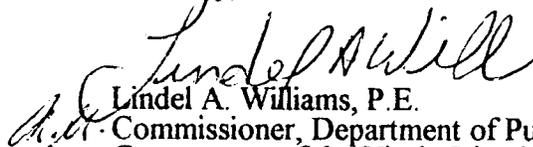
Dear Mr. Klinedinst:

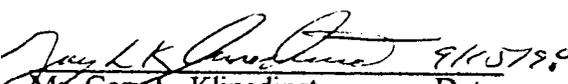
Enclosed is a copy of the June 27, 1997, Memorandum of Agreement (MOA), which was made between the Department of Public Works, Government of the Virgin Islands (DPW) and the Federal Highway Administration (FHWA) for work performed in the Virgin Islands. The MOA is in effect until September 30, 1998. By this letter, the DPW requests that the termination date be extended to March 31, 1999. Prior to this date, the parties will meet to discuss renewal of the MOA and any recommended changes. This meeting is currently scheduled for the week of October 12, 1998.

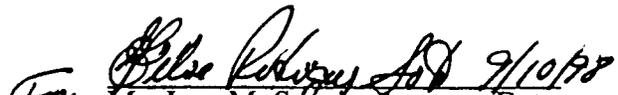
Please indicate your acceptance of this change in expiration date by signing in the appropriate location and returning all three copies of this letter to the DPW. This office will return fully executed copies to all signatory parties to the Agreement.

We believe that this MOA and the work it has generated has been beneficial to all signature parties, and look forward to continuing our work together.

Sincerely,


Lindel A. Williams, P.E.
Commissioner, Department of Public Works
Government of the Virgin Islands


Mr. Gary L. Klinedinst Date
Division Engineer
FHWA - Eastern Federal Lands Highway Division


Mr. Jose M. Sepulveda Date
Division Administrator
FHWA - Puerto Rico Division

Dr. Roy L. Schneider, M.D. Date
Governor
United States Virgin Islands

Enclosure

The purpose of this Memorandum of Agreement (Agreement) made this 27th day of June 1997, is to establish the roles, responsibilities, and procedures under which work shall be performed by the Department of Public Works (DPW) of the Government of the Virgin Islands and the Federal Highway Administration (FHWA)

WHEREAS, the Government of the Virgin Islands has the jurisdictional and maintenance responsibilities for federal highway system routes in the U.S. Virgin Islands; and

WHEREAS, DPW has requested the assistance from the FHWA, Eastern Federal Lands Highway Division (EFLHD) to provide engineering and construction for various projects as determined by the Governor; and

WHEREAS, 23 USC 307 authorizes the FHWA, Eastern Federal Lands Highway Division (EFLHD) to perform engineering and other services in connection with the survey, design, construction and improvement of road projects for other Government or State cooperating agencies.

NOW THEREFORE, the DPW and the EFLHD do hereby mutually agree as follows:

1. DPW shall be the lead agency for program and project development; and shall (1) fund the required Territorial share of the project; (2) approve the final design standards for the road projects identified herein; (3) administer the activities necessary to provide all required permits and clearances including environmental clearances from the Government of the Virgin Islands and coordination of the entire project; (4) participate in all of the design field reviews; (5) acquire necessary right-of-way and agreements; (6) approve the final plans, specifications, and estimate for construction; and (7) participate in the final construction inspection. Upon successful completion of the project in accordance with the approved plans and specifications, and all approved contract modifications, DPW will accept the completed maintenance and jurisdiction.
2. FHWA-PR shall be the lead Federal agency for project development and shall (1) provide the Federal funding of the project (2) be responsible for the approval of the environmental document required by the National Environmental Policy Act, as amended, and 23 CFR 771, including the Environmental Impact Statement, Record of Decision, Categorical Exclusion, Finding of No Significant Impact, and 4(f) Statement, and the coordination and approval of Section 106 in accordance with the National Historic Preservation Act; (3) approve the right-of-way plans and administratively review the right-of-way acquisition and utility relocation activities; (4) approve the final plans, specifications, and estimates for advertisement; (5) participate in the final inspection of the projects; and (6) accept the completed projects as being in conformance with the approved design package.

3. The EFLHD shall be a cooperating agency for project development, and shall (1) administer all surveying and mapping necessary for final design activities; (2) administer all subsurface investigations; (3) incorporate all environmental commitments into the design; (4) prepare final preliminary plans for review and approval; (5) prepare right-of-way plans and utility plans; (6) submit the final plans, specifications, and estimate for review and approval; (7) advertise and award the construction contract; and (8) administer the construction contract including necessary construction inspections.

The design shall be in accordance with the applicable AASHTO standards and guides.

The EFLHD shall use the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects" for the work. The procurement of any required design activities and the construction contracts will be in conformance with 23 CFR 172 and construction contracts in accordance with 23 CFR 635 with the analysis of bidders and bids coordinated with DPW and the EFLHD shall be the Contracting Officer.

4. The EFLHD shall request written comments and concurrence from FHWA and DPW for the following activities:
 - a. Preliminary plans, including alternatives;
 - b. Right-of-way plans, based on 35 percent design,
 - c. Plan-in-hand plans (70 percent plans),
 - d. Final plans, specifications, and estimate (95 percent plans);
 - e. Construction contract modifications;
 - f. Completed construction project.
5. Funding for the projects will be provided in accordance with the provisions of 23 U.S.C. 308. The EFLHD will forward funding requests (identifying the specific project and activity for EFLHD project development/construction activities) to the DPW for review and approval by both the DPW and the FHWA-PR. For each project, DPW will prepare a Project Agreement (PR-2) for FHWA-PR's review and approval. Once FHWA-PR approves the project agreement, DPW will submit to FHWA-PR a manual PR-20 within 30 calendar days after approval of the project agreement along with a cover letter requesting that payments be directed to EFLHD. DPW will base the amount of the PR-20 on estimated contract costs as calculated by EFLHD. EFLHD will not initiate any work until payment has been received. In the event that actual project costs are greater or less than the amount of the original Project Agreement, DPW and FHWA-PR will modify the Project Agreement and make appropriate adjustments to the Virgin Islands Federal-aid highway fund balance

and payments previously made to EFLHD.

6. All parties to the Agreement will be afforded the opportunity to inspect, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings, field reviews, bid openings, pre-construction conferences, and periodic and final construction inspections.
7. The EFLHD will be responsible for the administrative settlement or adjudication of claims arising under contracts covered by this Agreement, utilizing and subject to the availability of project funds.
8. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of DPW or the FHWA, 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.
9. 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 Title VI of the Civil Rights Act of 1964 (7B Stat. 252; 42 USC 2000(d) *et. Seq.*) and Title 10 of the Virgin Islands Code. 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.
10. No member of, delegate to or Resident Commissioner in Congress, or elected official of the Government of the Virgin Islands shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.
11. The parties will abide by the provisions of Section 1913 (Lobbying with Appropriated Monies) of Title 18, Under States Code, which states:

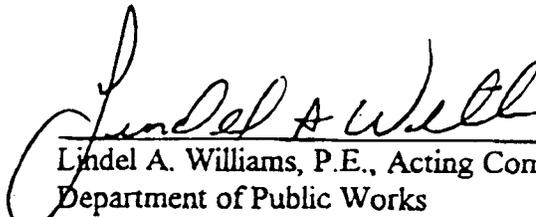
No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devise intended or designed to influence in any manner a Member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before the introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or its departments

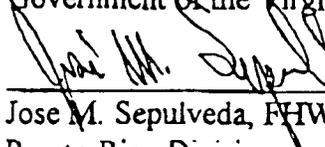
or agencies from communicating to Members of Congress on the request of any Members of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

This agreement shall become effective upon the approval of the Governor, and shall remain in effect until September 30, 1998 or any other date which may be agreed to by written consent of all the signing parties subsequent to the date of this Agreement. The Agreement may be terminated unilaterally by any of the signing parties upon thirty (30) days written notice to all the other parties.

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

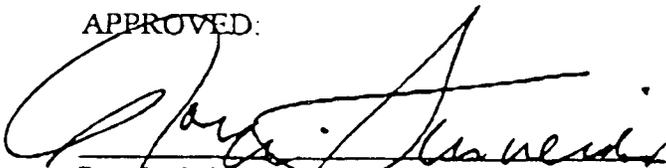
WITNESSES:

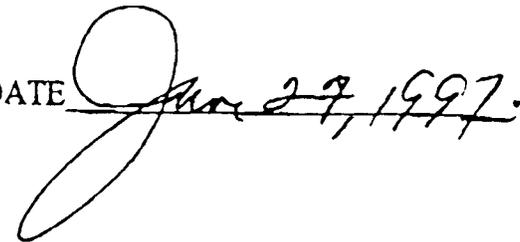

Lindel A. Williams, P.E., Acting Commissioner
Department of Public Works
Government of the Virgin Islands


Jose M. Sepulveda, FHWA Division Administrator
Puerto Rico Division

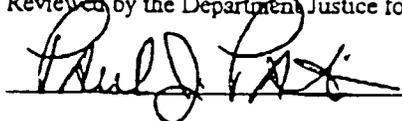

Gary L. Klinedinst, FHWA Division Engineer
Eastern Federal Lands Highway Division

APPROVED:


Roy L. Schneider, M.D.
Governor

DATE  June 27, 1997.

Reviewed by the Department Justice for Legal Sufficiency:

 Paul D. Fox 6/28/97



GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

PUBLIC WORKS DEPARTMENT
8244 SUB BASE
ST. THOMAS, V.I. 00802-5805

OFFICE OF
THE COMMISSIONER

TEL.: (340) 776-4844, Ext. 101/102
(340) 774-1301
FAX: (340) 774-5869

March 23, 1999

Mr. Gary L. Klinedinst, Division Engineer
Eastern Federal Lands Highway Division – FHWA
Federal Highway Administration
Loudoun Tech Center
21400 Ridgetop Circle
Sterling, Virginia 220166-6511

Dear Mr. Klinedinst:

Enclosed is a copy of the June 27, 1997, Memorandum of Agreement (MOA), which was made between the Department of Public Works, Government of the Virgin Islands (DPW) and the Federal Highway Administration (FHWA) for work performed in the Virgin Islands. The MOA's expiration date was September 30, 1998, but it was extended to March 31, 1999. By this letter the Department of Public Works requests that the termination date be further extended to June 30, 1999. Prior to this date, the parties will meet to discuss renewal of the MOA and any recommended changes. This meeting will be scheduled for the month of May 1999.

Please indicate your acceptance of this change in expiration date by signing in the appropriate location and returning all three copies of this letter to the DPW. This office will return fully executed copies to all signatory parties to the Agreement.

We believe that this MOA and the work it has generated have been beneficial to all signature parties, and look forward to continuing our work together.

Sincerely,

A.M. Harold G. Thompson, Jr.
Acting Commissioner, Department of Public Works
Government of the Virgin Islands

3/23/99
Mr. Gary L. Klinedinst Date
Division Engineer
FHWA – Eastern Federal Lands H'way Div.

3/23/99
Mr. Jose M. Sepulveda Date
Division Administrator
FHWA – Puerto Rico Division

001200-PC-16-411
DTFH71-97-X-00010
Amend. No. 1

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES



PUBLIC WORKS DEPARTMENT
6002 Estate Anna's Hope
Christiansted, St. Croix, V.I. 00820-4428

OFFICE OF THE COMMISSIONER
October 18, 2000

TELEPHONE: (340) 773-1789
FAX: (340) 773-0670

Mr. Allen W. Burden, P. E., Division Engineer
Eastern Federal Lands Highway Division
Federal Highway Administration
21400 Ridgetop Circle
Sterling, Virginia 220166 - 6511

RECEIVED
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC

RE: Extension of Amendment No. 1 to the June 27, 1997 MOA

Dear Mr. Burden:

Attached is a copy of Amendment No.1 to the MOA, dated June 27, 1997; this amendment expired September 30,2000. As you are aware, EFLHD, FHWA - PR, and VIDPW is in the process of finalizing Amendment No.2 to the MOA. Details of this amendment should be completed by the end of November 2000.

By way of this letter, I am requesting that the termination date of Amendment No.1 be extended to ^{Am 11/2/00} **March 31, 2000**. Please indicate your acceptance of this change in expiration date by affixing your signature below, and return all originals of this letter to my Department. I will forward executed copies to all signatory parties of the agreement.

Your continued support of this MOA would be greatly appreciated.

Sincerely,

Wayne Callwood
Acting Commissioner

Allen W. Burden, P. E.
Division Engineer
FHWA - Eastern Federal Lands
Highway Division

Mr. John D. Martinez
Division Administrator
FHWA - Puerto Rico

RECEIVED
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC

MEMORANDUM OF AGREEMENT
DTFH71-97-X-00010
AMENDMENT No. 1

This is an Amendment to the Memorandum of Agreement, executed between the parties listed as signatory on June 27, 1997, for design and construction assistance to the Virgin Islands Department of Public Works (VIDPW), Government of the U.S. Virgin Islands. The purpose is to revise the responsibilities for environmental and utility coordination, add consulting assistance, address special funding, and extend the Agreement. The Agreement is amended as follows:

Paragraph 1. is deleted and substituted as follows:

1. The VIDPW shall be the lead agency for project development, and shall (1) approve the final design standards for the road projects; (2) administer the activities necessary to provide all required permits and clearances including environmental clearances from the Government of the Virgin Islands and federal agencies and coordination of the entire project; (3) participate in all of the design field reviews; (4) acquire necessary right-of-way and coordinate utility agreements; (5) approve the final plans, specifications, and estimate for construction; and (6) participate in the final construction inspection. Upon successful completion of any project in accordance with the approved plans and specifications, and all approved contract modifications, the DPW will accept the completed project for maintenance and jurisdiction.

Paragraph 3. is deleted and substituted as follows:

3. The EFLHD, of the FHWA, shall be a cooperating agency for project development, and shall (1) procure and administer any consultant assistance contracts deemed necessary; (2) administer all surveying and mapping necessary for final design activities; (3) administer all subsurface investigations; (4) provide assistance in the preparation of environmental documents and permits when requested and incorporate all environmental commitments into the design; (5) prepare final preliminary plans for review and approval; (6) prepare right-of-way and utility plans; (7) acquire utility agreements; (8) submit the final plans, specifications, and estimate for review and approval; (9) advertise and award the construction contract; and (10) administer the construction contract including necessary construction inspections.

The design shall be in accordance with the applicable AASHTO standards and guides. The EFLHD shall use the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects" for the work. New projects will be designed in English units. Projects that are currently under design or construction in metric units will be completed in those units.

The procurement of any required design activities will be procured in accordance

with 23 CFR 172 and construction contracts in accordance with 23 CFR 635 with the analysis of bidders and bids coordinated with the DPW. The EFLHD shall be the contracting office. Consultants needed for design or construction assistance on any project will be selected from available consultants licensed in the Virgin Islands and Puerto Rico. DPW personnel will be represented on consultant selection panels.

Paragraph 7. is deleted and substituted as follows:

7. Funding for the projects will be provided in accordance with the provisions of 23 U.S.C. 308. The EFLHD will forward funding requests (identifying the specific project and activity) for EFLHD project development and construction activities) to the DPW for review and approval by both the DPW and the FHWA-PR. For each project, the DPW will prepare a Project Agreement for FHWA-PR's review and approval. Once FHWA-PR approves the Project Agreement, DPW will submit to FHWA-PR a manual PR-20 within 30 calendar days after approval of the Project Agreement along with the cover letter requesting that payments be directed to the EFLHD. DPW will base the amount of the PR-20 on estimated contract costs as calculated by EFLHD. EFLHD will not initiate any work until payment has been received. In the event that actual project costs are greater or less than the amount of the original Project Agreement, DPW and FHWA-PR will modify the Project Agreement and make appropriate adjustments to the Virgin Islands Federal-aid highway fund balance and payments made to EFLHD.

Some projects may be funded from special appropriations and authorizations. Funds for these projects shall be separately tracked because the funds are authorized for specific projects only. The DPW shall identify these projects and special funds when authorization is provided. The EFLHD will maintain separate financial records for these projects and funds.

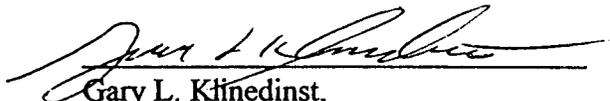
This Amendment to the Agreement of June 27, 1997, becomes effective on the date of the last approving signature, and shall remain in effect until September 30, 2000. The Agreement, as amended, may be modified by written consent of all of the parties to cover any questions which may arise subsequent to the date of this Amendment.

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

WITNESSES:

Harold G. Thompson, Jr., Acting Commissioner
Department of Public Works
Government of the Virgin islands

Jose M. Sepulveda,
FHWA Division Administrator
Puerto Rico Division



Gary L. Klinedinst,
FHWA Division Engineer
Eastern Federal Lands Highway Division

APPROVED:

Charles W. Turnbull
Governor

Date: _____

Reviewed by the Department of Justice for Legal Sufficiency
