



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



November 2, 2022

Derek A. Gabriel
Commissioner
Department of Public Works
8244 Sub Base
St. Thomas VI, 00802

Re: Executed Renewal Option to Contract P008DPWT20 between the Government of the Virgin Islands acting through the Department of Property and Procurement on behalf of the Department of Public Works and Piotr Gajewski

Dear Commissioner Gabriel:

Transmitted via email herewith for filing and distribution is Renewal Option to Contract P008DPWT20, between the Government of the Virgin Islands (Department of Public Works) and the **Piotr Gajewski**. Please disseminate to all parties involved.

You can obtain a certified copy of the renewal by written request.

Respectfully,

Lisa M. Alejandro
Assistant Commissioner

LMA/df
Encls:



**EXERCISE OF RENEWAL OPTION
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS
DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO. P008DPWT20

DATED: December 13, 2019

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
Piotr Gajewski 9715 Estate Thomas, PMB 54 St. Thomas, VI 00802	Design Program Manager The incumbent will serve in the capacity of Design Program Manager for the Territory of the U.S. Virgin Islands and is responsible for accomplishing the work with the assistance of one or more engineers and technicians. Oversees and leads others on complex highway design or another transportation-related design project(s) of such scope and character that considerable judgment must be exercised in administering the contract to meet field conditions encountered. Typical projects often involve the design of various types of grading, drainage, pavements, and structures where conventional designs are used. Supervise and manage preliminary engineering data collection either by consultant contractor or with in-house personnel. Assist and coordinate with the Office of Highway Planning and Research (HPR), Division of Transportation for the identification of highway needs and in the formulation of projects. Utilizes professional knowledge and application of DPW and FHWA highway engineering principles, practices, policies, precedents, and policies in accomplishing the work.

Pursuant to the renewal option provision of Contract No. **P008DPWT20**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Public Works, exercises its option to renew and does hereby renew the aforementioned contract for the period November 4, 2022, to November 3, 2023, at the stipulated cost "for Year 3 therein" (see enclosed).

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

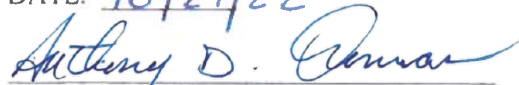
Please acknowledge receipt and acceptance hereby signing and returning to:
The Department of Property and Procurement
Bldg. #1, Subbase, 3rd Floor
St. Thomas, VI 00802

ACKNOWLEDGMENT & ACCEPTANCE:

GOVERNMENT OF THE VIRGIN ISLANDS


Piotr Gajewski

DATE: 10/27/22


Anthony D. Thomas, Commissioner
Department of Property & Procurement


Derek Gabriel, Commissioner
Department of Public Works

DATE: 10/27/2022

DATE: 11/2/2022

Renewal Option to PSC P008DPWT20



GOVERNMENT OF THE
**VIRGIN ISLANDS OF THE
UNITED STATES**
ST. THOMAS, VIRGIN ISLANDS

PURCHASE ORDER

DATE: 10/25/2022 PAGE: 1 OF 1

PURCHASE ORDER NUMBER: 00000505

REQUISITION NUMBER: 775

SHIP TO: DEPT OF PUBLIC WORKS STX
DEPARTMENT OF PUBLIC WORKS
6002 ESTATE ANNA'S HOPE
C'STED
ST. CROIX, VI 00820-4428

BILL TO: DEPT OF PUBLIC WORKS STX
DEPARTMENT OF PUBLIC WORKS
6002 ESTATE ANNA'S HOPE
C'STED
ST. CROIX, VI 00820-4428

THIS PURCHASE ORDER IS ONLY VALID FOR NINETY (90) DAYS FROM DATE SPECIFIED ABOVE

THE PRICE ON THIS PURCHASE ORDER IS FIXED AND SHOULD NOT CHANGE WITHOUT ADVANCE WRITTEN CONSENT

VENDOR: PIOTR GAJEWSKI
9715 ESTATE THOMAS
PMB 54
ST THOMAS, VI 00802

VENDOR REMIT

49607

VENDOR CONTACT

DELIVERY TERMS: _____

PAYMENT DUE 0 DAYS FROM INVOICE

Item#	Description/Part No.	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading TO ENCUMBER FUNDS FOR PG CONTRACT, ENGINEER SERVICES 31006104 - 534000 - FWZ5M	EACH	\$136,248.00	1	\$136,248.00
	136,248.00				
Order Total					136,248.00

Purchase Order Authorization

Department or Agency Certifying Officer

Department of Property & Procurement Purchasing or Contracting Officer



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
BUSINESS LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

Licensee: PIOTR GAJEWSKI	
Trade Name: PIOTR GAJEWSKI	
Mailing Address	Physical Address
9715 ESTATE THOMAS	2J6 ESTATE LURKENLUND
PMB #54	ST THOMAS
ST THOMAS	ST. THOMAS VI 00802
ST. THOMAS VI 00802	
Business No: 15803	License No: 1-15803-1L
Types of License(s) Project Coordinator/Consultant	

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means

2022

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 05/01/2022 until 05/31/2023
Printed on 05/04/2022
Issued at St. Thomas, V.I.
Fee 97.50

Richard Evangelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



October 27, 2022

Honorable Anthony D. Thomas
Commissioner
Department of Property & Procurement
8201 Subbase Third Floor
St. Thomas, VI 00802

RE: **REQUEST FOR INSURANCE WAIVER**
Commercial General Liability, Professional Insurance, and Worker's Compensation for Federal Aid Contract Employees

Dear Commissioner Thomas:

The Department of Public Works hereby submits this formal request for waiver of the requirement of General Liability and Professional Liability Insurance for DPW Federal-Aid contract employees. I have attached for your reference the previously approved waiver granted on September 17, 2019. The FHWA contract employees are working under the umbrella of the Department of Public Works and are not required to sign off or place their professional stamp or seal on construction documents on behalf of the Department. Also, the contract employees have no employees and, therefore, are not required to provide proof of Worker's Compensation.

If you have any questions or concerns, kindly contact Kizma L. Petersen, Chief Procurement Officer at 340.773.1290, extension 2257, or via email at kizma.petersen@dpw.vi.gov.


Sincerely,


Derek Gabriel
Commissioner

DG/klp

☒ Approved

☐ Disapproved


Anthony D. Thomas
Commissioner

11/2/2022
Date



Government of the U.S. Virgin Islands
DEPARTMENT OF PUBLIC WORKS

September 9, 2019

Honorable Anthony D. Thomas
Commissioner
Department of Property and Procurement
Sub Base Building No 1
St. Thomas, VI 00802

RE: Request for Waiver of Requirement of Commercial General Liability, Professional Liability Insurance and Worker's Compensation for Department of Public Works (DPW) Federal Aid Contract Employees

Dear Commissioner Thomas,

Please allow this correspondence to serve as a formal request for waiver of the requirement of General Liability and Professional Liability Insurance for our Federal-Aid Contract Employees working under the Department of Public Works. I have attached for your reference the previous approval granted October of 2017.

As you may be aware, DPW Contract Engineers, working under the umbrella of the Department of Public Works and similarly my DPW Engineers employed by NOPA, are not required to sign off or place their professional stamp or seal on construction documents on behalf of the Department of Public Works. As a result, there is no liability extended to any of my direct staff, whether on contract or on NOPA. Historically, no commercial general liability insurance has been required of these contractors who work on-site at my Department and at road projects throughout the territory.

Please also note that the contract employees have no employees and therefore there should be no requirement for Worker's Compensation.

Sincerely,


Nelson M. Petty Jr., P.E.
Commissioner

NMP/JM

Approval / Disapproval:


Anthony D. Thomas
Commissioner

Date: 9/17/2019

cc: Jomo McClean, Federal-Aid Highway Program Manager

6002 Ann's Hope
St. John, VI 00820
(340) 771-1250

6 Sukunaburg
St. John, VI 00811
(340) 776-0340

8240 Subbase
St. Thomas, VI 00801
(340) 777-4840

dpw.vi.gov



Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, SUITE 4, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0628

ST. CROIX FAX: 340.773.0966 | ST. THOMAS FAX: 340.777.9587

[HTTP://DPPVI.GOV](http://DPPVI.GOV)



December 16, 2019

Honorable Nelson Petty
Commissioner
Department of Public Works
8244 Sub Base
St. Thomas, VI. 00802

Dear Commissioner Petty:

Transmitted herewith for filing and distribution is one (1) copy of executed contract **P008DPWT20** between the Government of the Virgin Islands (Department of Public Works) and **Piotr Gajewski**. Please disseminate to all parties involved.

The original will be retained for the files of this office. You can obtain a certified copy by written request.

Sincerely,

Lisa Alejandro
Chief Deputy Commissioner of Procurement & Central Stores

LA/kd

Encls:



OPCMR

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 4th day of November, 2019, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and Piotr Gajewski (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide Program Management Assistance in the administration of The Federal-aid Highway Program, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (4) contractual services may be procured without observing the provisions of 31 § V.I.C. 236 provided that the contract is for professional services and the services are procured by competitive negotiation, wherever practicable; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The term of this Contract shall be from November 4, 2019 to November 3, 2022. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **Three Hundred**

RFP No. _____
Contract No. P008DPWT20

Contractor's Initials: 



OPCMR

Ninety-Three Thousand Three Hundred Forty-Four Dollars and No Cents (\$393,344.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **Ten Thousand Dollars and No Cents (\$10,000.00)**.

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.



OPCMR

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

RFP No. P008DPWT20
Contract No. _____

Contractor's Initials: PC



OPCMR

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on Thirty Days (30) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing by providing Thirty Days (30) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Thirty (30) day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

RFP No. _____
Contract No. P008DPWT20

4

Contractor's Initials: *AB*



OPCMR

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Nelson M. Petty Jr.
Commissioner
Department of Public Works
8244 Subbase
St. Thomas Virgin Islands 00802

CONTRACTOR

Piotr Gajewski
9715 Estate Thomas, PMB 54
St. Thomas, USVI 00802

RFP No. P008DPWT20
Contract No. _____

5

Contractor's Initials: PG



OPCMR

22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

RFP No. P008DPWT20
Contract No. _____

6

Contractor's Initials: 



OPCMR

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

1. [Signature] [Signature] 10/28/19
2. [Signature] Nelson M. Petty Jr., P.E., Commissioner Date
Department of Public Works

1. [Signature] [Signature] 12/13/2019
2. [Signature] Anthony D. Thomas, Commissioner Date
Department of Property and Procurement

CONTRACTOR

1. [Signature] [Signature] 10/25/19
2. [Signature] Piotr Gajewski Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: [Signature] Date 12/12/19
AAG

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and Piotr Gajewski.

Anthony D. Thomas, Commissioner
Department of Property and Procurement

RFP No. _____
Contract No. P008DPWT20

7

Contractor's Initials: [Signature]

ADDENDUM NO. 1—Scope of Work

DESIGN PROGRAM MANAGER – St. Thomas/St. John/St. Croix

Job Description

PRINCIPAL DUTIES AND RESPONSIBILITIES

The incumbent will serve in the capacity of Design Program Manager for the Territory of the U.S. Virgin Islands and is responsible for accomplishing the work with the assistance of one or more engineers and technicians. Oversees and leads others on complex highway design or other transportation related design project(s) of such scope and character that considerable judgment must be exercised in administering the contract to meet field conditions encountered. Typical projects often involve design of various types of grading, drainage, pavements and structures where conventional designs are used. Utilizes professional knowledge and application of DPW and FHWA highway engineering principles, practices, policies and standards, along with design contract administration surveillance and inspection procedures, practices, precedents and policies in accomplishing the work. Within this framework, the employee performs the following:

HIGHWAY DESIGN:

1. Supervise and manage preliminary engineering data collection either by consultant contract or with in house personnel. Assist and coordinate with the Office of Highway Planning and Research (HPR), Division of Transportation for the identification of highway needs and in the formulation of projects.
2. Review, comment and approve plans, specifications and environmental documents prepared by design consultants.
3. Assist the Director of Highway Engineering/Federal-Aid Highway Program Manager in reviewing design consultant contracts and review and approve invoices submitted for work completed.
4. Facilitate the presentation of projects to the public at public hearings and to government officials.

In addition the candidate will be expected to:

- A. Maintain a technical library oriented towards the construction industry; including catalogs, manuals and software available on the market.
- B. Qualify and classify local subcontractors and use this information to develop a data bank.
- C. Perform consultations and prepares technical reports.
- D. Other duties and responsibilities as assigned.

Contractor's Initials: 

PG08DPWT20

ADDITIONAL DUTIES:

The contractor shall be responsible for developing and maintaining a weighted average bid item data sheet for the island of St. Thomas.

1. Based on this data and any available historic data develop a construction cost inflation data sheet for Federal-aid projects on St. Thomas.
2. The data sheets shall be updated quarterly and distributed to DPW and FHWA personnel involved with the Federal-aid Program.

The employee shall also be responsible for scheduling and chairing Quarterly Utility Coordination Meetings and generally acting as coordinator for the Office of Highway Engineering on all utility matters. The employee is also required to learn and apply FHWA policy and regulations regarding the implementation of Federal-aid highway projects, such as 23 CFR 172 and 23 CFR 620 and 637.

SUPERVISORY RELATIONSHIP:

He shall report to the Director of Highway Engineering/Federal-Aid Highway Program Manager who provides program and policy guidance for the Department of Public Works Highway Programs. The Director/Highway Program Manager is given broad authority and responsibility for developing programs and procedures to accomplish the Department's objectives.

The reports prepared and advice given by the Director/Highway Program Manager are assumed to be technically correct and in conformance with good engineering practices and established Federal Highway Administration policies, procedures and regulations.

He/she shall provide leadership and incentive to other team members and/or contractors engaged by the Department of Public Works in order to maximize technical assistance to the Federal-aid Highway Program.

Contractor's Initials: 

P008DPWT20

ADDENDUM NO. 2**COMPENSATION:**

For year one	\$126,048.00
For year two	\$126,048.00
For year three	\$131,248.00
Travel	\$10,000.00
Maximum Amount Payable	\$393,344.00

SCHEDULE OF PAYMENTS:

Partial Payments: Fee to be disbursed in even payments as follows: Beginning on the November 4, 2019, Year One through Year Two which ends on November 3, 2021, periodic payments in the amount of \$4,848.00 shall be paid biweekly. Beginning on November 4, 2021, periodic payments in the amount of \$5,048.00 shall be paid biweekly. Travel expenses for the three (3) year term shall be Ten Thousand Dollars (\$10,000.00).

The Contractor will be allowed a total of Fifteen (15) Payable Non-worksites days Per Annum to attend courses required as per Federal Highway Regulations or for continuous education, to attend conferences and seminars, and any other Non-worksites related activities. The day or days will be mutually agreed upon between the Contractor and the Commissioner of Public Works. Compensation for the payable days is included in the compensation set forth above.

Contractor's Initials: 

P008DPWT20