

**EXHIBIT "B"**  
(Sample)  
**METHOD OF COMPENSATION**  
**MAINTENANCE PERSONNEL SUPPORT SERVICES CONTRACT**

**I. PURPOSE:**

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

**II. ASSIGNMENT OF WORK:**

The Department shall request Vendor services on an as-needed basis. Services to be provided on each assignment will be initiated and completed as directed by the Operations Center Contract Manager. A Letter of Authorization (LOA) will be issued for each assignment and will be issued by the Project Manager.

**III. COMPENSATION:**

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of **\$5,000,000.00**. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A". The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

Currently, **\$1,000,000.00** of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization if and when subsequent funding is approved and encumbered for this contract.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

**IV. ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:**

For each work assignment the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C". **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a Letter of Authorization (LOA) shall be issued by the Project Manager.** All work authorizations shall be completed within the term of this Agreement.

**V. PROGRESS PAYMENTS:**

The Vendor shall submit monthly invoices in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each LOA, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract hourly billing rates in Exhibit "C", for services provided, as approved by the Department. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits, operating margin and all related expenses. Invoices shall be submitted to the contact person specified on each LOA.

Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts). Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statutes.

Invoices shall be submitted to:

Florida Department of Transportation  
District Maintenance  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

The Vendor has certified that \_\_\_% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link:  
<https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at [FDOT.ServiceDesk@dot.state.fl.us](mailto:FDOT.ServiceDesk@dot.state.fl.us) to get a BizWeb user ID and password to access the application.

**VI. DETAILS OF UNIT RATES:**

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

**VII. TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

**VIII. LIQUIDATED DAMAGES/FINANCIAL CONSEQUENCES:**

Any liquidated damages assessed in accordance with Exhibit “A” Section II, will be deducted from the invoice each month by the Department prior to submission of invoice for payment.

The Vendor will be allowed 10 calendar days to mobilize and begin work for each LOA issued. The Vendor will be assessed Liquidated Damages for failing to begin work within allowable time in the amount of \$50 per day for each day past the allowable time.