

## SAMPLE EXHIBIT “B”

### METHOD OF COMPENSATION

#### 1. BILLING VEHICLE OWNERS

The Vendor agrees to seek compensation for actual vehicle recovery and towing services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against the District, the Florida Highway Patrol, local law enforcement or its employees or agents for any recovery or towing services.

#### 2. PERFORMANCE PAYMENTS

The Vendor shall be eligible for payment under paragraph 2.1 or 2.2, but not both, provided certain requirements are met. Payment under paragraph 2.3 shall only be made if performance payment is made under paragraph 2.2 and the additional trucks and heavy equipment were mobilized at the request of the Department.

2.1 In the event the Vendor mobilizes and arrives at the crash scene at the District’s request with the traffic control devices and recovery equipment, as specified in Attachment “C”, within one hour, unless additional arrival time has been granted for out of area/zone response by the District and recovery services are not necessary or another towing and recovery firm hired or engaged by the vehicle owner is allowed by FHP, local law enforcement, and the District incident managers to complete the clearance of the incident and towing of the vehicles, the District agrees to pay a Flat Rate **Service payment** of **\$600.00**. Once a “notice to proceed” is given to the Vendor to commence actual performance of removal and clearance services, the Vendor is not eligible for payment under this paragraph 2.1.

2.2 The Department agrees to pay the Vendor a Flat Rate **Emergency Response and Mobilization payment** of **\$2,500** when services were authorized by the Department, FHP or local law enforcement.

To qualify for the Emergency Response and Mobilization payment the Vendor must:

- Have responded to the incident scene with all requested recovery, clearance and traffic control equipment and necessary personnel **within one hour** from the official notification by the FDOT, FHP or local law enforcement, unless additional arrival time has been granted for out of area/zone response by the District.

**AND**

- Have completed the removal and clearance of all crash scene vehicles, cargo, debris and non-hazardous vehicle fluids from **all travel lanes** and **opened** to traffic **within 90 minutes** after the Notice to Proceed by FHP, local law enforcement or a Department authorized representative.

**Note:** The documented “notice to proceed” and “all lanes open” times recorded at the Traffic Management Center (TMC), FHP Communications Center or local law enforcement communications center will be used to verify the request for emergency response and mobilization payment. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the District, FHP or local law enforcement and may be postponed until the operation will have a minimal impact on traffic.

2.3 Upon approval of the Investigating Law Enforcement Officer, or the district designee, the District agrees to pay for a Flat Rate **Additional Trucks and Heavy Equipment Response and Mobilization payment**, of **\$600** for the additional Trucks and Heavy Equipment listed in Attachment “C”. **This payment will apply for response and mobilization of the equipment in Attachment “C” when not used in the recovery effort. The cost of bringing this additional equipment will not be billed to insurance companies by the Vendor. The vendor**

may qualify for the additional equipment mobilization payment of \$600 in addition to the initial response mobilization payment of \$600 shown in 2.1 above, if the RISC vendor arrives on-scene within the required time frames and is not utilized for incident recovery.

- 2.4 Once the additional equipment is placed into service in the recovery effort at the incident scene, the above “Additional Trucks and Heavy Equipment Response and Mobilization payment” will be increased to \$1,000 and the use may be billed to the insurance companies by the Department as part of the RISC incident. \$1,000 is the maximum payment available in section. 2.3 Exhibit B.
- 2.5 The FHP Regional Communications Center, any applicable local law enforcement agency communication center, or the Department Traffic Management Center will note all times as related to the RISC implementation and operation.

**3. FORFEITURE OF PERFORMANCE PAYMENTS**

No performance payment shall be made to the Vendor under paragraph 2.2 and 2.3 of this Exhibit “B” if the Vendor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the notice to proceed.

If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the District or incident commander at the incident scene. The vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

**4. LIQUIDATED DAMAGES**

If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of \$600 can be assessed against the Vendor at the discretion of the authorized representative of the District. An additional \$600 will be assessed for each additional hour or \$10 per minute it takes the Vendor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions. Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

**5. BILLING**

The Vendor shall bill the Department for services rendered only upon receipt of a **Confirming Letter of Authorization (LOA)** issued by the Department following completion of services. The Department’s LOA shall identify the location where services were authorized to be performed, the services to be compensated, and the rate to be paid as set forth in this agreement. The Vendor’s invoice shall reference the services being billed and the LOA number.

Invoices shall be submitted to: Florida Department of Transportation  
c/o Incident Management Program Manager  
SMART SunGuide TMC (ITS Department)  
2300 West Commercial Blvd  
Ft. Lauderdale, Florida 33309

**6. INVOICES**

The Vendor agrees to provide the District with copies of all invoices billed to insurance companies of vehicles involved in RISC activation.

All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.

**7. COMPENSTATION**

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of **\$40,000.00**. 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, **\$20,000.00** 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 (by Letter of Authorization (LOA) or with an email LOA) if and when subsequent funding is approved and encumbered for this contract.