

**State of Florida
Department of Transportation**



**EXHIBIT “B”, METHOD OF COMPENSATION
FOR
DISTRICTWIDE CONTAMINATION ASSESSMENT
AND REMEDIATION SERVICES FOR
THE FLORIDA DEPARTMENT OF TRANSPORTATION,
DISTRICT SIX**

PROJECT/PROPOSAL NUMBER:	DOT- RFP-19/20-6169RC
FINANCIAL PROJECT NUMBER:	249943-3-32-08

EXHIBIT "B" METHOD OF COMPENSATION

1.0 **PURPOSE:**

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

2.0 **ASSIGNMENT OF WORK:**

2.1 The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Department's Project Manager. A "Letter of Authorization" (LOA) will be issued for each scheduled or unscheduled project. Task assignments might be issued under such LOA's needed as Time and Materials or Lump Sum.

2.2 The Contractor shall submit Monthly Progress Reports in a Department approved format to the Department Contract Manager detailing the progress and activity on each LOA specific task and deliverables.

3.0 **COMPENSATION:**

3.1 The total of all authorizations shall not exceed a Budgetary Ceiling of **FIVE MILLION DOLLARS (\$5,000,000.00)**. The total amount of this Contract 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.

3.2 The vendor shall be paid up to a Maximum Amount of five million dollars (\$5,000,000.00). It is agreed that this amount will be the limit of all compensation due to the Vendor for satisfactory performance of the services described in Exhibit "A", Scope of Services. The Vendor shall not provide services that exceed the maximum amount without and approved Amendment from the Department.

3.3 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. The Department does not guarantee any maximum or minimum quantities for the services shown.

- 3.4 All work authorized in Florida Department of Transportation (FDOT) District Six, which includes the counties of Miami-Dade and Monroe, will be paid as local, unless travel is in excess of fifty (50) miles one-way. Travel in excess of fifty (50) miles one-way, when authorized, shall be reimbursed in accordance with Department of Transportation (DOT) published procedures and Section 112.061 F.S.
- 3.5 Any equipment (within a 50-mile radius form the FDOT-D6 Office) which requires delivery to, or removal from, a site, the cost of that mobilization or demobilization shall be included in the cost of the equipment. The cost of equipment mobilization and demobilization after 50-mile radius form the FDOT-D6 Office shall be reviewed and authorized by the Department's contract Manager. Price of equipment shall include all cost to operate and maintain. All mileage and fuel shall be included in the price of the equipment.
- 3.6 There shall be no payment for personnel mobilized or demobilized from a site outside of the District. Labor costs are to be billed on a portal to portal basis.
- 3.7 Daily costs or prices shall reflect an eight (8) hour day.
- 3.8 Contract items used less than or more than an eight (8) hour day will be paid on a prorated basis by the quarter day (**Daily-Eight (8) hour day, Weekly-Five (5) Consecutive working days, Monthly-Twenty (20) Consecutive working days**).
- 3.9 All costs for "tools of the trade" are overhead and are not billable. "Tools of the trade" include, but are not limited to: most common personal protective equipment (i.e. gloves, goggles, respirators, Tyvek suits, boots, etc.), fax machine, photocopy machine, cellular phone, portable radio, digital camera, computer, sampling jars/vials, decontamination equipment (i.e. hoses, buckets, de-ionized water, soap, steam cleaner, etc.), hand tools (i.e. brooms, shovels, wrenches, screwdrivers, etc.), trash bags, measuring wheel, tape measure, etc.
- 3.10 The rates submitted shall be for the entire sixty (60) month contract.

4.0 ESTABLISHMENT OF FUNDS AND LETTER OF AUTHORIZATION (LOA):

- 4.1 The Department and the Vendor will agree as to the services to be performed, as set forth in **Exhibit "A", Scope of Services**, the manpower effort required for performance of the services, and the compensation to be paid.
- 4.2 The Vendor shall be compensated for each assignment or project authorized under this Agreement based on a Maximum Amount.
- 4.3 The Schedule of Rates listed in **Exhibit "B", Price Proposal**, plus the cost of agreed and authorized expenses, shall be used for establishing compensation.
- 4.4 Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Letter of Authorization" shall be issued by the Department's Project Manager.
- 4.5 The Maximum Amount established for each assignment/project shall set forth (when possible) a detailed budget which will define anticipated costs to complete the project. The detailed budget amount will include, but not be limited to:
 - 1) The anticipated man-hours needed for each labor classification
 - 2) The number, type and cost of laboratory samples
 - 3) The type of equipment, etc.
 - 4) The cost of agreed expenses.
- 4.6 All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

- 5.1 The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract billing rates in Exhibit "B", for services provided, as approved by the Department. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall

be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Progress payments shall be due and payable monthly for work approved and the associated deliverables as accepted by the Department. Progress payments shall be made in an amount to cover the labor, rate sheet items, and agreed costs.

Invoices shall be submitted to:

Florida Department of Transportation
District Six PLEMO Office
Attention: Mauricio Gomez
1000 Northwest 111 Avenue
Miami, Florida 33172.

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://www.fdot.gov/equalopportunity/eoc.shtm>

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

6.0 PAYMENT FOR OUT-OF-POCKET AND TRAVEL EXPENSES, AND SUB-CONTRACTUAL SERVICES:

6.1 Expenses shall include Sub-contractual services and out-of-pocket expenses.

Out-Of-Pocket Expenses

Are to be established for each assignment/project covered by this agreement (when possible) including, but not limited to:

1. Materials required for the project
2. Expendable equipment
3. Travel within the limits of F.S. 112.061
4. Equipment rental

5. Any non-contract item rate

- 6.2 Travel expenses and per diem, when authorized, must be documented by a State of Florida travel voucher with appropriate receipts and completed in accordance with Department of Transportation (DOT) published procedures.
- 6.3 Compensation for Sub-contractual services, if required, shall be established for each assignment/project and shall be reimbursed at cost (no mark-up). The firm(s) performing the services must first be approved by the Department.
- 6.4 Contract items which are later found to be needed which were not on the original project Cost Estimate may be used as long as the maximum limiting fee is not exceeded and is justified to support project needs.
- 6.5 Non-rate sheet items necessary for work not listed in Exhibit B, Price Proposal shall be reimbursed at cost (no mark-up).
- 6.6 All non-rate sheet items must be approved by the Project Manager prior to the expenditure.
- 6.7 When items or services are under five hundred dollars (\$500.00), the Vendor, if possible, shall obtain three (3) quotes and use the lowest quote if possible. However, in the event that the item(s) or service(s) total five hundred dollars (\$500.00) or more, the Vendor shall obtain three (3) quotes and shall use the lowest quote, unless proper justification is provided and approved in advance by the Department's Project Manager.

7.0 DETAILS OF COSTS AND FEES:

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.

8.0 TANGIBLE PERSONAL PROPERTY:

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