

**State of Florida
Department of Transportation**



EXHIBIT “B”, METHOD OF COMPENSATION

**TO PROVIDE DISTRICTWIDE ENVIRONMENTAL COMPLIANCE
MONITORING OF CONSTRUCTION OR MAINTENANCE PROJECTS
FOR COMPLIANCE WITH ALL PERMITS, NATIONAL
ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTS, AND
OTHER ENVIRONMENTAL COMMITMENTS FOR THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT).**

<p>PROJECT/PROPOSAL NUMBER: RFP-DOT-17/18-6163RC FINANCIAL PROJECT NUMBER: 250680-2-22-02</p>

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

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 Project Manager (or his/her designee). A "Letter of Authorization" (LOA) will be issued for each project scheduled.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", Scope of Services, the Vendor shall be paid up to a Maximum Amount of \$TBA. 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 amount without an approved Amendment from the Department.

The total Maximum 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 \$TBA, of the total Maximum 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 and encumbered, 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.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA), the Vendor, following the Scope of Services as set forth in Exhibit "A," shall prepare an estimate of work and price based on the unit billing rates established in Exhibit "C", Price Proposal and allowable expenses. Once an acceptable amount has been agreed upon by the Vendor and the Department's Project Manager (or his/her designee), a "Letter of Authorization" (LOA), shall be issued by the Project Manager (or his/her designee). All work authorizations shall be completed within the term of this Agreement.

The unit billing rates listed in Exhibit "C", Price Proposal, plus the cost of agreed and

authorized expenses, shall be used for establishing compensation. Items not included on the price proposal will be negotiated on an "as needed" basis.

The amount established for each assignment/project shall set forth a detailed budget which will define anticipated costs to complete the project. The detailed budget amount will include, but not be limited to:

- The anticipated man-hours needed for each labor classification, and
- The cost of agreed expenses.

5.0 PROGRESS PAYMENTS:

For the satisfactory performance of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the amount of each Authorization. Payment shall be made at the contract hourly billing rates in Exhibit "C", Price Proposal, for services provided and upon satisfactory completion of the services and approval and acceptance of the contract deliverables by the Department. Payment for expenses shall be made on the basis of actual allowable cost incurred, as authorized and approved by the Department. The contract hourly billing rates shall include all overhead and operating margin costs, including but not limited to, salaries, profits, travel, administrative expenses, materials, equipment, insurance, all other incidentals and all direct and indirect costs required to complete the contract services.

The Vendor shall submit monthly invoices (2 copies) in a format acceptable to the Department. The invoice shall include itemization of man-hours and costs incurred.

Invoices shall be submitted to: Florida Department of Transportation
Attn: Manuel Vega, P.E.
Environmental Compliance Contract Manager
1000 NW 111th 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://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 to get a BizWeb user ID and password to access the application.

6.0 DETAILS OF UNIT RATES:

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

7.0 TANGIBLE PERSONAL PROPERTY:

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