

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**  
**MODIFICATION # 6**

375-040-07  
PROCUREMENT  
11/08

Amendment # 6

Agreement No. BDI55  
Financial Project I.D. 42463315801  
Vendor No. F592870670  
Procurement No. \_\_\_\_\_  
DMS Catalog Class No. 991-380

This Agreement, made and entered into this 22<sup>nd</sup> day of March, 2010  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and  
Florida Department of Highway Safety and Motor Vehicles, Division of Highway Patrol,  
2900 Apalachee Parkway, Neil Kirkman Building, B-443, Tallahassee, Florida 32301

duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

**WITNESSETH:**

WHEREAS, the Department and the Vendor heretofore on June 25, 2007  
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to  
furnish certain services in connection with Work Zone Traffic Control

WHEREAS, the Department has determined it necessary to amend the agreement to  
clarify the payment of wages to Florida Highway Patrol Officers; and to revise the Exhibit "B" document

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;  
Exhibit "B", Method of Compensation, Section 3.0 (Establishment of Maximum Amount Per Assignment) is amended to  
clarify paying wages to the Florida Highway Patrol Officers in Dade, Hillsborough, Pinellas Palm Beach and Broward  
Counties at the greater of : (a) actual wages times up to 1.5765 per hour for the included class; or (b) \$45.00 per hour  
times up to 1.0765 for the excluded class. This Modification also revises Exhibit "B", Method of compensation, to  
incorporate changes made in Modification #1, #4, #5 and this Modification #6 . See the attached revised Exhibit "B".

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments  
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and  
year set forth above.

Fla. Dept. of Highway Safety & Motor Vehicle  
Name of Vendor \_\_\_\_\_  
BY: [Signature]  
Authorized Signature  
Kevin Bailey  
(Print/Type)  
Title: Chief of Purchasing & Contracts

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
BY: [Signature]  
Brian Blanchard, P.E.  
(Print/Type)  
Title: Chief Engineer

APPROVED: [Signature]  
Procurement Office

FOR DEPARTMENT USE ONLY  
LEGAL REVIEW: [Signature]

**EXHIBIT "B"**  
**Method of Compensation**

**1.0 PURPOSE**

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

**2.0 ASSIGNMENT OF WORK**

The FDOT 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 Administrator or Maintenance Engineer or designee. A Letter of Authorization (LOA) will be issued for each assignment (see attached Letter of Authorization form).

**3.0 ESTABLISHMENT OF MAXIMUM AMOUNT PER ASSIGNMENT**

For each proposed construction work zone detail requested, the FDOT shall prepare an estimate of work and price based on the rate established by this contract. FDOT shall submit the estimated detail cost to the Vendor. The Vendor will review the specific detail estimate to determine if sufficient staffing and budget will be available. After the Vendor and the FDOTs Project Administrator, Maintenance Engineer or designee have agreed upon an acceptable maximum amount for the assignment, the FDOT will issue a Letter of Authorization (LOA) to the Vendor. The Project Administrator shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the Letter of Authorization. All work assignments shall be completed within the term of this agreement. The maximum amount per assignment will be an estimate. Additional funds for added time or duties must be reviewed and approved by the Vendor prior to the acceptance of an amended LOA.

The included class is to be compensated at the regular rate of wages times up to 1.5765 per hour. The excluded class is to be compensated at the rate of \$35.00 per hour times up to 1.0765.

In the competitive market areas of Dade, Hillsborough, Pinellas, Palm Beach and Broward counties, construction work zone enforcement details may be compensated at the greater of the rate provided above or \$45.00 per hour times up to 1.0765.

In addition to the amounts calculated as provided in the above paragraphs, a markup of 7.5% shall be allowed to cover indirect costs of Highway Safety.

Fuel reimbursement shall be compensated based on the AAA's current average cost per gallon for Florida, less taxes, for the month invoiced. Fuel reimbursement shall be calculated as follows: The average cost per gallon is multiplied by the average gallons per hour of 2.18 (as consumed by an idle FHP vehicle) multiplied by the total number of hours of work detail.

Example: FHP officers (all excluded class) worked 100 hours of detail for the month at \$35/hour, and the average cost of gas per gallon for the month, less tax, was \$2.70. Total reimbursement would be as follows:

$$[(100 \text{ hours}) (\$35/\text{hour}) (1.0765) + (\$2.70/\text{gallon}) (2.18/\text{hour}) (100 \text{ hours})] (1.075 \text{ markup}) = (3767.75 + 588.60) (1.075) = (4356.35) (1.075) = \underline{\$4683.08}$$

#### **4.0 COMPENSATION**

This is an Indefinite Quantity Contract whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The FDOT will authorize services based on need and availability of budget. There is no Total Maximum Amount for this contract.

#### **5.0 PROGRESS PAYMENTS**

The Department of Highway Safety and Motor Vehicles shall submit monthly invoices in a format acceptable to the FDOT and sufficient for audit. All invoices shall include an itemization of the number of FHP hours worked, the rate of pay, and the average cost of fuel per gallon for Florida, less taxes, for the month invoiced. In addition, the Payroll Summary Sheet for Included and/or Excluded employees and the PAPS235A printout are required as backup to the invoice and will be considered as acceptable documentation to pay the invoice. The invoice and backup may be emailed to the FDOT project designee. The Vendor shall be paid for work performed in accordance with the terms and conditions of this contract.

#### **6.0 DETAILS OF UNIT RATE**

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are as detailed below:

**AVERAGE RATE TO BE USED  
FOR ESTIMATING MAXIMUM  
AMOUNTS  
(Includes the allowance)**

**= \$35.00 per hour unless approved for  
the competitive market areas of Dade  
Hillsborough, Pinellas, Palm Beach and  
Broward counties.**

PAYMENT RATE

= FHP OFFICER WAGE RATE as  
determined in Section 3.0 above.

**7.0 ADVANCE PAYMENT**

The FDOT has provided to the Vendor, DHSMV, under prior agreements (Florida Department of Transportation Contract No. B8970, BB081 and BD306) advance payment in the amount of \$100,000, to provide an operating budget for projects that may be authorized by the FDOT. Upon completion of all services or contract termination, whichever is first, the Vendor (DSHMV) shall refund to the FDOT the advance payment of \$100,000 for operating budget.

Note: All incorporated changes from Modifications 1, 4, 5 and 6 are in BOLD.