

FLORIDA DEPARTMENT OF TRANSPORTATION
**STANDARD WRITTEN AGREEMENT
MODIFICATION # 1**375-040-07
PROCUREMENT
03/17

Agreement No.	BE416
Financial Project I.D.	
Vendor No.	F592870670 001
Procurement No.	EXEMPT
DMS Catalog Class No.	92121500

Amendment # 1

This Agreement, made and entered into this 28th day of November, 2017 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Florida Department of Highway Safety and Motor Vehicles, Florida Highway Patrol, 2900 Apalachee Parkway, Room B454 MS40, duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 19, 2017, 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; and

WHEREAS, the Department has determined it necessary to amend the agreement to revise Exhibit B, Method of Compensation,

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;

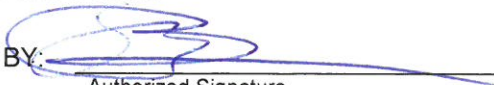
Exhibit B, Method of Compensation, attached to the Contractual Services Agreement - State of Florida Governmental Agencies, is hereby deleted in its entirety and replaced with the attached Exhibit B, Method of Compensation (Rev. 11/08/2017) and made a part of the aforementioned agreement.

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.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR
VEHICLES

Name of Vendor

BY: 
Authorized SignatureLisa M. Bassett
(Print/Type)Title: Chief of Purchasing and ContractsSTATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

BY: 
52B9EE6B3ABE421...Courtney Drummond, P.E.
(Print/Type)Title: Chief Engineer**FOR DEPARTMENT USE ONLY**APPROVED:
DocuSigned by:
Procurement Office

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LEGAL REVIEW
DocuSigned by:

811BC1EDFBA446E...

EXHIBIT "B"
Method of Compensation
(Rev. 11/08/2017)

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 FDOT's 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 Master 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.

In accordance with the parties' original intent, effective July 1, 2017, for both included and excluded classes, compensation will either be at the regular rate of wages times 1.5145 per hour or the rate of \$46.00 per hour, whichever is greater. Due to constraints in State of Florida's Payroll System, a rounding error, not to exceed \$0.01, may be added to total rate compensated.

In the competitive market areas of Collier, Dade, Duval, Escambia, Hillsborough, Lee, Marion, Monroe, Pinellas, Orange, Osceola, Seminole, Palm Beach and Broward counties, construction work zone enforcement details will be compensated at a greater rate. For both included and excluded classes, compensation will either be at the regular rate of wages times 1.5145 per hour or \$57.50 per hour, whichever is greater. Due to constraints in State of Florida's Payroll System, a rounding error, not to exceed \$0.01, may be added to total rate compensated.

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 period 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 Troopers worked 100 hours of detail for the billing period at \$40/hour, and the average cost of gas per gallon for the billing period, less tax, was \$2.50. Total reimbursement would be as follows:

$$[(100 \text{ hours}) (\$40/\text{hour}) (1.15) + (\$2.50/\text{gallon}) (2.18/\text{hour}) (100 \text{ hours})](1.075 \text{ markup}) = (4600 + 545) (1.075) = (5145) (1.075) = \$5530.88$$

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 invoices based on a 4 week billing period (two bi-weekly pay periods), 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 period 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.

For a billing period that extends beyond the State fiscal year or exceeds the beginning or ending contract date, the Department of Highway Safety and Motor Vehicles shall submit invoices that are calculated based on the dates being billed and will not exceed the end of the fiscal year date (June 30) or beginning/ending dates.

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)	= \$ 46.00 per hour unless approved for the competitive market areas of Collier, Dade, Duval, Escambia, Hillsborough, Lee, Marion, Monroe, Pinellas, Orange, Osceola, Seminole, Palm Beach and Broward counties
PAYMENT RATE	= FHP TROOPER WAGE RATE as determined in Section 3.0 above.

7.0 **ADVANCE PAYMENT**

The FDOT has provided to the Vendor, DHSMV, under prior Master Agreements (Florida Department of Transportation Contract No. B8970, BB081, BD306, BDI55 and BDT99) 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 for Contract BDT99, whichever is first, the Vendor (DHSMV) shall refund to the FDOT the advance payment of \$100,000 for operating budget by September 30, 2017. This contract will not provide an advance payment provision.