

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 2

375-040-07
PROCUREMENT
11/03

Agreement No. B-D306
Financial Project I.D. _____
Vendor No. _____
Procurement No. _____
DMS Catalog Class No. 991-380

Amendment # 2

This Agreement, made and entered into this 26th day of May, 2006
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 Florida Highway Patrol, 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 March 4, 2002
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 change the Department's
authorization process for services from Purchase Orders/Direct Orders (PO/DO) to Letters of Authorization (LOA).

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
Services to be provided on each project shall be initiated by a Letter of Authorization (LOA). Exhibit "B", Method of
Compensation, Section 2.0 - Assignment of Work and Section 3.0 - Establishment of LOA Amount, has been
revised (5/18/06) to indicate that an LOA shall be used for each authorization. (Please see the attached 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 Vehicles

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:

Stacy Arias
Authorized Signature

BY:

Brian Blanchard

(Print/Type)
Stacy Arias

(Print/Type)
Brian Blanchard

Title:

Chief of Purchasing +
Contracts

Title: Director, Office of Construction

FOR DEPARTMENT USE ONLY

APPROVED:

Procurement Office

Pat Linn

Contract BD306/MA12444

Revised 5/18/06 to include language from the Original Method of Compensation and language from Amendment #1 Method of Compensation dated 11/4/05. Changes/additions for this Amendment are **BOLD AND UNDERLINE**.

**EXHIBIT "B"
METHOD OF COMPENSATION**

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The FDOT shall request Contractor (FHP) services on an as needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Engineer or Maintenance Engineer or designee. **A Letter of Authorization LOA will be issued for each assignment.**

At a minimum, each LOA shall include the Troop Name, Location of Work, Project & Authorization Numbers, Contact Person & Telephone Number, and Start and End Dates.

3.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION (LOA) AMOUNT:

For each proposed construction work zone detail requested, the FDOT, shall prepare an estimate of work and price based on the rates established by this contract. FDOT shall submit the estimated detail cost to the Contractor (DHSMV). DHSMV will review the specific detail estimate to determine if sufficient staffing and budget will be available. After the DHSMV and the FDOT's Project Administrator, Maintenance Engineer or designee has agreed upon an acceptable maximum amount for the assignment, the FDOT will issue a **Letter of Authorization (LOA)** to DHSMV. **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 DHSMV prior to the acceptance of an amended **LOA**. Maximum expenditures for the 2005/2006 fiscal year must not exceed \$2,000,000.00.

The rate per hour is \$35.00, except for the competitive market areas of Hillsborough, Pinellas, Palm Beach and Broward counties. The included class is to be compensated at the rate of actual 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 Hillsborough, Pinellas, Palm Beach and Broward counties, construction work zone enforcement details may be paid at the \$45.00 per hour. Included and excluded class are to be compensated at the rate of \$45.00 per hour times 1.0765.

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

Example: FHP officers worked 1000 hours of detail for the month at \$45/hour, and the average cost of gas per gallon for the month, less taxes, was \$2.70. Total reimbursement would be as follows:

$(1000 \text{ hours})(\$45/\text{hour})(1.0765) + (\$2.70/\text{gallon})(2.18 \text{ gallons}/\text{hour})(1000 \text{ hours}) = 48442.50 + 5886 = \underline{\$54328.50}$

4.0 COMPENSATION:

This is an Indefinite Quantity Contract whereby the Contractor (FHP) 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. The Contractor (DHSMV) shall be paid for the satisfactory performance of the services detailed in each Letter of Authorization (LOA) as set forth in Section 3.0.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Contractor's (DHSMV) services set forth in Exhibit "A" are defined below:

AVERAGE RATE TO BE = \$35.00 per hour unless approved for the competitive
USED FOR ESTIMATING market areas of Hillsborough, Pinellas, Palm Beach and
MAXIMUM AMOUNTS Broward counties
(Includes the allowance)

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

7.0 ADVANCE PAYMENT:

The FDOT has provided to the Contractor (FHP), under a prior agreements (Florida Department of Transportation Contract No. B-8970 and B-B081), advance payment in the amount of \$100,000.00 based on estimated costs for at least three months of services, or such other amount of costs as the parties may agree upon, to provide an operating budget for projects that may be authorized by the FDOT. Upon completion of all services or contract termination, whichever occurs first, the Contractor (FHP) shall refund to the FDOT the advance payment for operating budget, unless renewed.