



EXHIBIT B – METHOD OF COMPENSATION

FDOT DISTRICT 4 ROAD RANGER SERVICE PATROL CONTRACT

Financial Project Number: 412495-4-82-01

Contract Number: E4Y17-R0

EXHIBIT "B"
METHOD OF COMPENSATION
FOR
FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
ROAD RANGER SERVICE PATROL CONTRACT
FINANCIAL PROJECT NUMBER: 412495-4-82-01
CONTRACT NUMBER: E4Y17-R0

1.0 PURPOSE:

This Exhibit defines the limits and method 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 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the winning CONTRACTOR's Exhibit "C", Price Proposal amount shall become this Agreement's "Maximum Limiting Amount." The CONTRACTOR's Maximum Limiting Amount (a.k.a. the Budgetary Ceiling) of this Agreement is **\$23,306,400.00**. The CONTRACTOR shall be paid up to the Maximum Limiting Amount for the term of this Agreement. It is agreed that this amount shall be the limit of all compensation due to the CONTRACTOR for performance of the services described in Exhibit "A" Scope of Services. The CONTRACTOR shall not provide services that exceed the maximum limiting amount without an approved Amendment from the DEPARTMENT.

The total 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.

It is agreed that the CONTRACTOR shall not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor shall the DEPARTMENT be obligated to reimburse the CONTRACTOR for costs or make payments more than the currently established funding. The DEPARTMENT shall provide written authorization (by Letter of Authorization (LOA) or with an email LOA) if and when subsequent funding is approved and encumbered for this contract.

Any unused prior year funds shall automatically transfer to the following year's budget until the end of the contract term.

The CONTRACTOR shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the DEPARTMENT.

3.0 PROGRESS PAYMENTS:

The CONTRACTOR shall submit the monthly progress report to the DEPARTMENT's Contract Manager by the 15th working day of the following month. This progress report shall include, but not limited to, all applicable deductions, work conducted during the reporting period, and service hours provided.

The CONTRACTOR shall submit monthly invoices in format acceptable to the DEPARTMENT. Payment shall be made in sixty (60) equal monthly payments at the periodic payment amount less any applicable deductions. The Periodic Payment is the Lump Sum Amount in Exhibit "C" divided into 60, for services provided, as approved by the DEPARTMENT.

Payment shall be made to the CONTRACTOR for services starting upon the Date of Notice to Begin

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Work, as defined in section 7.6 of Exhibit "A".

Invoices shall be submitted for approval and processed electronically to:
Florida Department of Transportation
TSM&O Traffic Incident Management Program Manager
2300 W. Commercial Blvd
Fort Lauderdale, FL 33309

The CONTRACTOR has certified that 10.54 % MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the CONTRACTOR, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

4.0 AUTHORIZATIONS:

The DEPARTMENT shall provide written authorization for each fiscal year. The CONTRACTOR shall not provide services until receipt of the written authorization.

For each "Letter of Authorization" (LOA) the CONTRACTOR, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C". Once an acceptable Maximum Amount has been agreed upon by the CONTRACTOR and the DEPARTMENT's Contract Manager, a "Letter of Authorization" shall be issued by the DEPARTMENT's Contract Manager. The DEPARTMENT's Contract Manager shall issue a Date of Execution (written Notice to Proceed) containing both the start of the transition period and the full services anticipated to start on Dec 31, 2025. All work authorizations shall be completed within the term of this Agreement.

5.0 TANGIBLE PERSONAL PROPERTY:

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