

**Standard Written Agreement
Modification # _____**

Whereas, the Department has determined it necessary to

process for the vendor, FHWA ER and FEMA qualifying reimbursements for incident response due to Hurricanes Charley, Frances, Ivan and Jeanne.

Now, therefore, this Agreement witnessth the following amendment is made:

The maximum amount for authorized incident response, at rates established by 23 U.S.C. 120(e) and FEMA, as applicable, will not exceed \$_____. Vendor shall return to the Department any costs determined to be ineligible in 30 days from receipt of notice or the Department will deduct such amounts from payments to Vendor under the Original Agreement

The payment criteria for compensation and payment for incident response due to Hurricanes Charley, Frances, Ivan and Jeanne shall be per paragraph 4-3.2 of the Department's 2004 Standard Specifications for Road and Bridge Construction (which is hereby incorporated into this contract) with _____ percent established as burden for direct labor.

The Vendor shall provide the following supporting documentation for applicable invoiced amounts:

- Labor - Timesheets showing the following information - employee's name, hours worked and hourly rate by date.
- Materials and Supplies - Copy of the original purchasing invoices showing the unit cost paid for the items invoiced.
- Equipment - copy of the "Rental Rate Blue Book" page showing the equipment invoiced.
- SubContracted Payments - copy of the paid invoice showing the cost paid.

The following change is made to Section 3E, Compensation and Payment, on the contract for emergency FEMA and FWHA ER payments. The goods/services approval date will be the date the Department's Financial Management Office (FMO) verifies percentage of available reimbursement from FEMA and/or FHWA. The Department will have 30 days to approve the goods/services as FEMA/FWHA reimbursable or request that the invoice or supporting documentation be corrected from the date the invoice is received by the department.

The Department will pay the Contractor upon receipt from the Contractor of all necessary documentation for qualifying reimbursement, receipt of Detailed Damage Inspection Report (DDIR), when required, and receipt of the Contractor's invoice, in format acceptable to the Department, FHWA and FEMA.

Force Account Work:

Force account records must include labor rates, equipment, and materials invoices. These invoices must be verified by the Department.

Supplemental Contract Sources:

- a. Solicited Contract Approach - The Contractor shall provide documentation of competitive quotes. Bids should be based on lump sum, pay item quantities, or based on equipment rental, labor and material costs. The Department will review and verify that the costs are reasonable.
- b. Negotiated Contract Approach - The Contractor shall provide documentation of negotiations and justification for single quote. The Department will review the negotiated prices and determine reasonableness given the emergency conditions.

Link to Spec Book - <http://www.dot.state.fl.us/specificationsoffice/2004BK/D004.doc.pdf>