

August 21, 2013

ADDENDUM NUMBER 1

TO: All Bid Package Holders

PROJECT NAME: EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES

FINANCIAL PROJECT NUMBER: TBD

DISTRICT CONTRACT NO.: Z70XX

BIDS TO BE RECEIVED: September 11, 2013 @ 2:30 P.M.

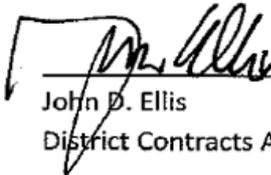
1. A minimum requirement for "company owned" equipment has been established for this contract of at least 30 pieces of company owned equipment –
 - 10 rubber-tired pieces of equipment to support a cut and toss operation (as defined in scope);
 - 10 loaders;
 - 10 haulers to support the debris removal operations.

Please provide the VIN numbers of your equipment with your bidding documents.

2. Contractors must include with their bids three (3) references to substantiate their experience working a minimum of three (3) debris operations with a minimum size of 25,000 tons or 100,000 CY, and that include Cut & Toss operations.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE APPROPRIATE AREA OF YOUR BID. FAILURE TO ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS ADDENDUM WILL RESULT IN DECLARING YOUR BID AS NON-RESPONSIVE.

Approved by



John D. Ellis
District Contracts Administrator

EXHIBIT “A”

SCOPE OF SERVICES

EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of disaster-related emergency debris cut and toss and removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation’s District Seven (Department) or other locations as determined by the Project Manager. Cut and toss is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. “First Pass” is defined as the initial removing of all debris on the affected roadways from within the rights-of-way as directed and authorized by the Department and their designated representative.

While this contract scope provides for debris removal work off the state road system and / or on private roads, any work off the state road system must be authorized by the Department and coordinated with the appropriate jurisdiction.

The contractor shall provide all equipment, supplies, and personnel necessary to complete the services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations; emergency roadway clearance; debris pickup, hauling and removing; staging and reduction; temporary debris storage site management; removal of vessels, trailers, and vehicles and overall debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be assigned by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County or Municipality assigned. Roadway segments will be assigned or unassigned to the Contractor at the direction of the Debris Removal Project Manager at no additional cost to the Department. The Department, at its sole discretion and at anytime, may elect to perform work with in-house forces or additional contract forces.

Provide proper documentation to the Department as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency.

The Contractor shall be responsible for determining what permits are necessary to perform under this contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the Department prior to commencement of work under any Task Order.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department’s Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract. In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Contractor will supply to the Department and keep in force a payment and performance bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

Upon execution of this agreement, the Contractor will supply to the Department a letter, from a surety authorized to do business in the State of Florida, verifying the contractor is bondable in the State of Florida.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

In the event that the disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of disasters encountered. If more than one award is made, such award will be from the highest scoring proposer(s) to the lowest scoring proposer(s), and activated in the same order based on the Contractors availability and ability to satisfy the needs of the Department at the time contacted.

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the Department's Debris Project Manager or Public Information Officer. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the Public Information Officer. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project

Cadaver Recovery and Identification

Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:

Each crew leader is responsible for watching the debris pile and identifying any potential human remains. The crew leader will immediately stop work in the area and notify law enforcement and the Contract Manager immediately if they believe they have identified human remains. The crew will remain at the site until released by the authority having jurisdiction.

All crews are forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any individual found to be passing this information on about what they have seen will be *immediately* dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Pre-event Planning

- A. The Contractor may be required to provide up to two (2) representatives to participate in Department directed disaster recovery planning, training and/or exercises, 1 to 2 days each year, at no cost to the Department.
- B. The Contractor shall provide pre-event planning services to assist the Department for identifying a sufficient number of potentially suitable Debris Management Site (DMS) (i.e. Temporary Debris Staging and Reduction Site TDSRS) locations throughout District Seven for suitable and efficient debris removal.

Field Operations

The Contractor will provide all equipment; labor and materials necessary to perform the following listed services in accordance with all applicable federal, state and local rules, regulations and laws. All services shall be performed in the presence of Department personnel or their designated representative:

- A. The Contractor shall, within six (6) hours of notification by the Department's Contract Manager (or designee) have a representative on site at the District's Emergency Operations Center to coordinate the initial cut and toss response operations.
- B. To ensure that the cut and toss can begin as soon as the event passes, cut and toss crews are to mobilize to District Seven prior to the event. The Contractor shall, within twenty four (24) hours of the original notification by the Department (or designee), provide a minimum of 50 cut and toss crews at a location agreed upon with the Department. Additional crews may be requested if necessary.
- C. Perform cut and toss for clearing of the pavement area of the roadways as directed. Cut and toss services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed. Every effort shall be made to push debris into areas where no utilities are present.
- D. In accordance with FEMA guidance, Time and Materials work for clearance will only be for seventy (70) hours of actual time worked unless otherwise authorized by the Department.
- E. The Contractor shall, within twenty four (24) hours of the original notification by the Department (or designee), mobilize a minimum of 50 debris removal crews to the area for "first pass" and subsequent passes. The work associated with "first pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; removing stumps; leaning trees and dangerous hanging limbs; removing debris from drainage structures and ditches; picking up and loading vegetative and Hazardous Materials; hauling materials to a Debris Management Site (DMS); volume reduction at the DMS; and final hauling to an appropriate legal disposal site (landfill, recycling facility, or "waste to energy" facility.) The Contractor must provide documentation that final disposition of debris is completed in a DEP authorized manner.

These crews shall not be committed to more than one cut and toss and or debris removal contract for the Department at any point in time.

- F. Attend planning meetings and submit reports as requested by the Department.
- G. Provide Maintenance of Traffic (MOT) at all times in accordance with current Department Design Standards, to include off duty law enforcement as needed. Compensation for MOT will be included in costs for loading and hauling of debris as noted in Exhibit C.
- H. Comply with the Department regarding restrictions of work hours (school zones, peak hours, residential zones)
- I. Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- J. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.
- K. Provide rapid response crews to respond to hazardous debris conditions the same day as directed by the Department or its representatives. Provide a certified technician for the handling of all hazardous material (i.e. Freon).
- L. Private Property work of any type shall not commence without written authorization from the Department and FEMA's Federal Coordinating Officer (assigned to that area) and shall be in accordance with FHWA and FEMA guidelines (refer to FEMA's Guideline for private property debris removal, DAP9523.13). If written authorization is provided, ensure the proper Right of Entry form and Indemnification certification from the property owner is obtained prior to commencing work.
- M. Any debris removal work for other clients shall be kept separate from the Department's debris removal operations.
- N. All trucks must be mechanically loaded and all loads must be covered.
- O. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.
- P. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the Department.
- Q. The Contractor shall take digital photos of any damages caused by his operations and provide digital copies to the Department and Owner.
- R. Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No assigned streets should be bypassed based on quantity of debris alone, unless directed by the Department or its designated representative.

- S. Remove/extract hazardous stumps. Removal of hazardous stumps shall commence only when authorization has been given by the Department or designated representative. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps measuring 24” in diameter or greater and authorized for removal by the Department or its representative will be compensated at the “each” price, and includes removal, disposal and backfilling of hole.

Free standing stumps on the rights-of-way, and removal/extrication of hazardous stumps less than 24” will be compensated as normal debris. Hazardous stumps shall be kept separate from other vegetative debris.

Fill any holes left by removed trees or stumps. The cost of borrow required for fill will be included in the cost of bid items. The type of borrow material used must be approved by the Department.

- T. Remove hazardous hanging limbs. Removal of hazardous hanging limbs shall commence only when authorization has been given by the Department or designated representative. Limbs, still hanging in a tree, are considered hazardous if they measure greater than 2” in diameter and threaten a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and are located on improved public property.

All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. Limbs shall be cut at the closest main branch junction. Compensation will be per tree and includes all costs of disposal. Hazardous limbs shall be kept separate from other vegetative debris.

- U. Remove hazardous leaning trees. Removal of leaning trees shall commence only when authorization has been given by the Department or designated representative. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater at 4.5 feet; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and / or
- It is leaning at an angle greater than 30 degrees.

Damaged trees and exposed roots are to be removed to ground level. Compensation for hazardous trees will be per tree including all costs of disposal. Hazardous trees shall be kept separate from other vegetative debris.

Compensation for leaning trees less than six (6) inches in diameter at 4.5 feet, which are not an immediate hazard, shall be cut at ground level. Compensation for the cut portion will be per the normal debris rate.

- V. For Trees, Limbs, and Stumps provide services and documentation according to and in compliance with FEMA publication 9580.204.
- W. Vacuum inlets and sweep curb and gutter sections as directed by the Department or its designated representatives.

- X. Remove and dispose of white goods. White goods include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, refrigerators, freezers, air conditioners and water heaters or coolers. The Contractor shall ensure that white goods are collected separately, cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed. Refrigerant removal shall be completed by a certified technician.
- Y. Remove and dispose of Household Hazardous (HHW) waste. HHW includes anything containing volatile chemicals that catch fire, react, or explode under certain circumstances or that are corrosive or toxic such as aerosol cans, paint, stains, varnishes, solvents, petroleum or pesticide products. Compensation will be per cubic yard which will be lined in accordance with Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. The Contractor will ensure that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW. Compensation includes disposal.
- Z. Remove and dispose of electronic waste. Electronic waste, or e-waste, includes electronics that contain hazardous materials such as cathode ray tubes, such as computer monitors and televisions. The Contractor shall ensure that e-waste is removed intact and properly segregated.
- AA. Remove vessels and vehicles from Department Right-Of-Way and property that block public access and critical facilities as directed by the Department. The Contractor shall store vehicles and vessels in an area where they are secured and protected. The aggregate area shall be designated by the Contractor and must be approved by the Department. Compensation to include handling, hauling, storage and disposal.
- BB. Remove and dispose of Putrescent Debris as directed by the Department of designated representative. Putrescent Debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Compensation will be per the actual weight removed.
- CC. Perform, screening of sand deposited on the rights-of-way, as directed by the Department. After screening, the sand shall be taken to a staging area as close to the original location as possible until final disposal or reuse has been determined and eligible storm debris will be hauled to a DMS or ultimate disposal site.
- DD. Sand contaminated with any hazardous wastes shall be properly segregated and proper security precautions shall be followed in accordance with applicable federal, state and local rules, regulations and laws. The Department reserves the right to utilize the District Hazardous Materials Response contract for disposal of contaminated sand. Sand screening operations shall be done in accordance with all federal, state, and local rules and regulations. This will not include any beach restoration of any kind.
- EE. Sand screening crews must be composed of an appropriate mechanized screener, loader, and necessary labor to adequately load and operate screener. Hand screening will not be allowed.

Staging/Reduction

- A. Within seven (7) calendar days of receiving the Letter to Proceed from the Department, the Contractor shall provide the necessary DMS for efficient operations of debris removal. The Contractor's DMS and Final Disposal sites shall receive Department approval prior to use

- B. The Department has identified DMS locations within District Seven that the contractor may use based on availability. Department approval is required prior to opening any DMS for operation.
- C. Secure the necessary permits for the DMS's for any non Department approved sites from the appropriate regulatory agencies; prepare and manage the DMS's and when operations are complete, return all DMS's to their original condition to the satisfaction of the Department and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure DMS's have not been contaminated.
- D. Should it become necessary for multiple contractors to utilize the same DMS, the Department will assign the contractor with the lowest bid for DMS management, to manage and operate the DMS.
- E. DMS Management activities include, but are not limited to:
- secure the DMS to ensure no unauthorized or illegal dumping can occur at the site;
 - provide necessary electricity, water, and sanitary facilities;
 - control the ingress/egress, drainage, dust and erosion on site;
 - maintain all access roads;
 - provide monitoring towers as needed.
 - provide, operate and maintain equipment for debris reduction and segregation at the DMS.
 - Maintain segregation of debris (vegetative vs. non-vegetative).
- F. Provide a means for the Department or their designated representative to measure and certify all trucks. All DMS's shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the DMS. Towers will be constructed per the Departments specifications and anchored into the ground. Each tower will contain a fire extinguisher and a first aid kit.
- G. Reduction of debris will commence within seven (7) days, and hauling out of reduced debris for final disposal shall commence within three (3) weeks after accepting loads at any DMS.
- H. Whenever possible, reduce vegetative debris via:
- Grinding
 - Air Curtain Incineration (Ensure proper authorization is obtained)
 - Open Burning
 - Compacting
 - Recycling
- I. Reduce and dispose of any vegetative debris hauled to the DMS's by the Department crews, and as directed by the Department, other government agencies and contractors that are supporting the Department debris operations. This debris will be kept separate from other vegetative reductions to ensure that only the reduction and haul out fees will be compensated for.
- J. Reductions from FEMA eligible hazardous stumps, leaning trees, and hanging limbs that are hauled at the each price will be kept separate from other vegetative reductions. This will ensure that only the tipping fees will be compensated for above and beyond the unit price.

- K. Remove, recover and process oxygen depleting Freon/refrigerants; mercury or compressor oils from any white goods, such as refrigerators, freezers or air conditioners, at the final disposal site. Proper disposal must be documented.
- L. Hazardous Waste shall be properly segregated and proper security precautions shall be followed using certified technicians. Proper disposal must be documented.
- M. Vessels, trailers, and vehicles removed from Right-Of-Way shall be stored in a secured area designated by the Contractor and approved by the Department. Depending on the ownership, the vehicles can be returned, salvaged, or destroyed.
- N. Ensure vehicles and vessels are processed to remove all minerals and fluids before processing or destruction.
- O. Whenever possible, all debris will be recycled, and proceeds given to the Department to offset future Contractor invoices. Documentation of all debris recycling proceeds received by the Contractor will be maintained in a format approved by the Department and provided with each invoice submittal. The Contractor shall make a line-item adjustment to each invoice submitted which reflects the Contractors proceeds from recycling. Common recyclable materials are metals; soil and concrete, asphalt and masonry debris.

Administration and Paperwork

- A. With each invoice submitted for payment include a certification Disbursement of previous periodic payment to subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date. Contractor shall submit invoices regularly for no more than 30 day periods.
- B. The contractor shall be responsible for the preparation of all invoices in an electronic format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.
- C. All changes to the contract shall be made in writing and approved by both parties as stipulated in 44 CFR 13.36. The contractor shall be responsible for implementing any approved changes to this scope based on modifications of specific guidance to federal/state debris removal policies.

3.0 SERVICE TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- A. Identify and evaluate the scope of the post-disaster debris problem.
- B. Provide inspection for all contractor operations.
- C. Provide field inspectors in sufficient numbers to adequately monitor all field operations. One (1) inspector will be assigned to every contractor crew, unless otherwise authorized by the Department.

- D. Identify and prioritize the removal from Federal Aid Highway segments; State, local and private roadways authorized by the Department and rights-of-way (primary and secondary roads) in District Seven. Prioritization of debris cut and toss and debris removal will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the Department.
- E. Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the Department.
- F. Verify that all field crews are outfitted with required safety gear. Contractor is responsible for its crews’ safety
- G. Conduct safety meetings with field staff, as necessary.
- H. Provide guidance regarding restrictions of work hours (school zones, peak hours, residential zones).

Staging/Reduction

- A. Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- B. Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- C. Certify capacities of all contractor equipment and maintain these records – randomly checking these capacities throughout the operations.

Administration and Paperwork

- A. Debris load tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- B. The Department may utilize electronic debris monitoring; this will limit the number of copies of debris tickets provided in the field.
- C. Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements. The Department shall be responsible for obtaining all necessary documentation from the contractor and subsequently submitting to FHWA and/or FEMA when requesting reimbursements.
- D. Schedule and facilitate planning meetings with the Contractor.

4.0 PAYMENT

- A. Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed as required in Sections 1.0 and 2.0. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, food and lodging; all

overheads and profits, except for travel to another District as set forth below. The retainage will be paid to the contractor upon satisfactory completion of the entire project, including site restoration.

- B. Loads shall be recorded using traditional cubic yards and when possible, tonnage. Payment will be based on the CY rates as provided in Exhibit C unless notified otherwise. The Department may decide at anytime to pay by the tonnage rate. The Contractor will be notified in writing by the Department of any changes in the preferred billing rate.
- C. The contractor may be paid for mobilization of cut and toss crews within District Seven as set forth in Exhibit C, if requested, and the impact of a disaster does not materialize. This will be a no-bid item and the amount will be established by the Department.
- D. Payment for management of the DMS will be based on the quantity of debris hauled into the DMS.
- E. A retainage of 3% will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from each invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the DMS.
- F. If mutually agreed, the Contractor may be requested to work in another District affected by the disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel from the originating District to the effected District for mileage only. Mileage will be determined by the Department. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.
- G. The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

5.0 BEGINNING AND LENGTH OF SERVICES

- A. Once executed, the contract is valid for 365 days unless mutually shortened or extended by the Department and the contractor. This Contract may be renewed one or more times for a period up to a total contract length of three (3) years (original term plus renewals).

6.0 TERMINATION ACTION

- A. Reference is made to Paragraph 6 of the Standard Written Agreement. Any necessary default action will be processed in accordance with Department of Management Services Rule 60A-1.006(3)

EXHIBIT "B"
METHOD OF COMPENSATION FOR
EMERGENCY CUT & TOSS AND DEBRIS REMOVAL SERVICES

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Contractor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Contract Manager. A "Letter of Authorization" will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling. Funds will be encumbered for each Letter of Authorization.

This is a Term Contract for an Indefinite Quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

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 Upset Limit Amount has been agreed upon by the Contractor and the Department's Contract Manager, a "Letter of Authorization" shall be issued by the Contract Manager. The Contract Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization".**

All work authorizations shall be completed within the term of this Agreement.

4.0 PROGRESS PAYMENTS:

A. The Contractor shall submit monthly invoices (3 copies) in a format acceptable to the Department. Contractor shall be paid up to the Maximum amount of each authorization based on the percentage of work completed, as approved by the Department. Payment for services shall be made at the unit billing rates in Exhibit "C", as approved by the Department. The unit billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

Invoices shall be submitted to:

Florida Department of Transportation
11201 N. McKinley _____
ATTN: Angie Allen _____
Tampa, FL 33612 _____
Or email to:

_____ angela.allen@dot.state.fl.us _____

B. Progress payments, less three percent (3%) retainage, will be made in accordance with the Fee Rates shown on Exhibit "C" Price Proposal. Such payments will be made upon the completion of all work

performed as required in Sections I and II of Exhibit "A" for the invoice period. Prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits, except for travel to another District as set forth below. The retainage will be paid to the Contractor upon satisfactory completion of the entire project, including site restoration.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Contractor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

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