

**FHP, STATE AND LOCAL LAW ENFORCEMENT OFFICERS CONTRACT**

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**GUIDELINES FOR USE OF LAW ENFORCEMENT OFFICERS IN WORK ZONE FOR SPEED CONTROL**

**PURPOSE**

The purpose of this guideline is to provide the Florida Department of Transportation (FDOT) Construction, Design and Maintenance personnel, both in-house and consultants with information, which will aid in determination of the need for and method(s) of use of Law Enforcement Officers in speed control through work zones. The guide will lead the user from determination of need through the invoice processing instructions.

**BACKGROUND**

It has been clearly recognized that not all motorists comply with posted reduced speed through work zones. While standard reduced speed is a 10 mph reduction from the normal speed limit, significant reductions due to site visibility and other site conditions are often found. This presents a safety hazard to workers, motorists and equipment.

The use of a stationary officer has proven to be less effective than desired. No patrolling was done, no tickets written, no arrests made and therefore, minimal compliance obtained.

FDOT and the Law Enforcement Agency prepared a joint contractual agreement (Master Agreement), which is included in this guide, which provides for Law Enforcement Officers to actively enforce reduced speeds and traffic control through work zones on highways. The officers will assist in controlling and directing traffic, ticketing speeders and making regular patrols through the entire work zone. We feel that this mobile presence and enforcement activities will greatly improve present conditions.

**DETERMINATION OF NEED**

The need for law enforcement services should be determined during the development of the Traffic Control Plan (TCP). This can only be accomplished through consultation with construction personnel, review of the Maintenance of Traffic (MOT) phases and proposed MOT set-ups. Knowledge of local traffic, drivers and experience with work zone controls will be helpful. Similar projects, the experiences of Project Engineers on those projects and a review of the records will also offer some insights. Local law enforcement agencies should be contacted for assistance and consultation.

**RECOMMENDATIONS FOR SPEED CONTROL ENFORCEMENT SERVICES**

Conditions to consider the use of Law Enforcement Officers for Speed Control may include, but not limited to:

- ?? A work zone requiring reduced speed.
- ?? Work zones where barrier wall is used adjacent to through traffic.
- ?? Nighttime work zones.
- ?? Areas with intense commuter use where peak hour traffic will require speed enforcement.
- ?? A work zone in which workers are exposed to nearby high-speed traffic.
- ?? Work zones similar to Roadway and Traffic Design Standards, Indexes 609, 613, 616 and 651, applicable to limited access facilities.
- ?? Law Enforcement Officers for Speed Control may be used on non-limited access highways prior approval of the Officers District Director of Operations.
- ?? Work within high use signalized intersections.
- ?? High volume urban roadways with lane closures during peak hour traffic.

Other Uses May Include:

- 1) Closures at other times and on other highways may also warrant officers. This could depend on the duration of closure, magnitude of construction activity involved, type traffic control plan in place, volume of traffic, seasonal needs, etc. This decision must be made during the TCP development.
- 2) Certain work zones may require scheduled officers on days when there are not any construction or maintenance activities in progress. When the work zone posted speed limits must be reduced for safety, but there is not any visible work in progress the traveling motorists will attempt to exceed the posted work zone speed limit.
- 3) Other uses of Law Enforcement Officers for Speed Control: During any construction or maintenance activity where the FDOT Project Engineer determines that Officers in the work zone are required to control the speed of traffic to the posted speed limit for protection of workers and motorists he/she may request these services. Purchase orders are required for all uses of this agreement.

## **DETERMINING STAFFING REQUIREMENTS**

When the need for an Officer is determined, this need shall be clearly indicated in the TCP by construction phase, operation and duration.

Staffing needs shall be estimated and detailed by considering the requirements of each construction operation, the MOT plan for that phase and the duration of the operations. Short-term closures, diversions of traffic or restricted maneuvers may require limited Officer use or none at all. Long-term work zones set up over long distances of alternate work activity and inactivity will almost always require periods of Officer

use to control traffic speed for the protection of workers, motorists and equipment. Each construction operation and its respective work zone TCP must be analyzed with respect to the work zone speed limit, type of operation, and length of work zone and duration of the conditions. The total number of estimated officer man-hours for the project shall be determined by adding up the requirements for each phase of the operation. This estimate is used to determine the budget to be encumbered for that project.

### **STEP-BY-STEP PROCESS**

After a decision has been made by FDOT that an Officer is needed on a particular project, the following steps are necessary:

1. An estimate of the number of man-hours is necessary to allow for the necessary funding to be handled internally. This estimate should be made as early as possible to allow for this process.

For Construction Projects: Long-range estimates should include this in the construction cost estimates on all projects where use is anticipated. At completion of the plans, an updated estimate should be provided to the District Production Director's office so that phase 58 construction funding is programmed. Also the estimate of hours and dollars must be entered into the CES using these pay items:

999-102-xxa Speed and Law Enforcement Officer (Do Not Bid) HR for customary projects  
2999-102-xxa Speed and Law Enforcement Officer (Do Not Bid) HR for metric projects  
1 = Central Office Statewide Contract  
2 = District Contract

This must be done so that money will be retained in the work program. If one of these pay items with estimated quantities for hours and dollars is not placed in CES, construction offices will not be able to encumber funds to pay the **Law Enforcement Agency**.

For Maintenance Projects: Program funds for the **Law Enforcement Agency** contract using phase 78 funds. The funds for this will come from maintenance contract dollars.

2. As plans are developed, reviews of MOT plans must be held to determine the extent of need. These reviews should include, at least at the Phase III review, a meeting with **Law Enforcement Agency** to discuss their involvement. At this time, the project schedule should also be discussed, as the **Law Enforcement Agency** will coordinate its Officer's schedules to meet our project needs.
3. Immediately following contract award, allowing for sufficient processing time, a purchase order request will be submitted by the Project Engineer to the District Construction or Maintenance Engineer procurement office for the total estimated cost of the patrol officer's use on a specific project. The purchase requisition must reference the contract number and financial project number. Both the requisition and the purchase order should have the notation "In accordance with contract number \_\_\_\_\_". This purchase order may be for a period greater than one year but should not

extend out to beyond the expiration of the contract with the *Law Enforcement Agency*.

4. To actually begin use of an Officer, the FDOT Project Engineer or Maintenance Engineer is to notify the *Law Enforcement Agency* a minimum of two weeks in advance of the scheduled use. Unscheduled needs require a minimum of 24 hours notice. Canceled uses require two hours prior notification. If a scheduled officer is not needed and two hours advance notice has not been provided because of weather, changed work activities, etc., the officer will be reimbursed for actual time worked but not less than two (2) hours (see more details in copy of Scope of Services attached).
5. The Officer will coordinate his/her work activities with the FDOT Project Engineer or designee on site. The Officer's time will be monitored through radio contact with *the Law Enforcement Agency's* local office and through submitted time sheets. The time sheet will reflect the specific financial project number involved, contract number and all activities while on duty. The *Law Enforcement Agency* office will hold these time sheets available for FDOT review. The FDOT Project Engineer or designee will record the officer's time and project activities.
6. The *Law Enforcement Agency* will then submit to the FDOT Project Engineer or Maintenance Engineer monthly billings per Officer, per project (financial number) with summary of man-hour charges. The billings will be deducted from the advanced funding until the advance is paid back. Then warrants/transfers will be issued for any additional billing.
7. The *Law Enforcement Agency* will also provide quarterly reports to FDOT summarizing work zone patrol activities. These are to be provided to the Project Engineer or Maintenance Engineer with that month's billings. These quarterly reports along with actual project evaluations should be reviewed to determine the success of the Officers' level of activities.
8. Districts should report annually to the State Construction Office or more frequently if needed on their support of continued use of the officers as contracted through the Master Agreement. This information will be used to modify the agreement if necessary.

The Master Agreement contains more detailed information on the total process along with standard contract language.

## **RECORD KEEPING**

As stated earlier in this guide, the *Law Enforcement Agency* will report quarterly on its Officers' pursuant to the Master Agreement activities, which will be included as a submittal with that month's billing. The district will evaluate these reports to determine effectiveness of the Officers.' The district should also forward the reports to the State Construction Office for an annual (as a minimum) review.

State Construction Office will review and evaluate to determine the statewide benefits of continued renewal of the Master Agreement. Any concerns should also be shared with *the Law Enforcement Agency* both at the District and State levels.

Work zone accidents, recorded speeding violations, and other similar information should assist in future TCP development.

### **RULES TO BE FOLLOWED BY ALL OFFICERS ON FDOT PROJECTS**

- ?? The *Law Enforcement Agency* and local County Sheriff will be invited to the pre-construction conference where the MOT plan will be thoroughly discussed with the Contractor. The duties and responsibilities of the Contractor, FDOT or Consultant inspectors, and the officers in implementing the MOT plan will be laid out. The officers' must use a marked vehicle.
- ?? Anytime the work zone is barricaded or coned off; Officers' assigned to an Speed Control detail at a rural area work site will place the patrol vehicle inside the barricaded or coned area. The vehicle, if at all possible, will be placed on the emergency shoulder in a position that allows the trooper to monitor traffic and be in a position from which the motoring public can assume that the trooper is readily able to take appropriate enforcement action. When possible, troopers should engage in mobile patrol operations within the immediate work zone.
- ?? Any Officer assigned to an urban area Speed Control detail may place the patrol vehicle outside the cones to warn traffic of the impending highway construction zone. However, at no time should a patrol vehicle be placed in a lane of travel.
- ?? At no time will any Officer park the patrol vehicle at a highway construction site with its hood open because this does not provide the trooper with an opportunity to take immediate enforcement action and sends a message to motorists that the trooper will remain stationary regardless of a violation.
- ?? If the Officer receives instructions from the Contractor that are inconsistent with their assigned duties and/or are not consistent with the MOT, the Officer will contact the FDOT Project Engineer to clarify whether the duties are covered under the Master Agreement or will be paid by the Contractor.
- ?? When escorting a moving operation, law enforcement vehicles should refrain from traveling in the traffic lanes. When the construction vehicles are in the lane of travel, the rear-most vehicle should be the truck-mounted attenuators (TMA); law enforcement vehicles should be placed on the emergency lane or grass shoulder.
- ?? Whenever the *Law Enforcement Agency* approves an Officer for work under the Master Agreement, each officer must be trained in the appropriate MOT regarding lane closures and other safety precautions for the detail. Training documentation will be maintained at the *Law Enforcement Agency*.
- ?? To ensure all safety procedures are followed, the *Law Enforcement Agency* or designee will periodically visit highway construction sites in the their area. This visit should be coordinated with the FDOT Project Engineer. Additionally, Officers and supervisors should report any non-conformance of the MOT to the FDOT Project Engineer.
- ?? To improve communication, the *Law Enforcement Agency* will participate in meetings with the

FDOT Construction and Maintenance Engineers at quarterly meetings. FDOT will make available copies of Road and Traffic Design Standards Index 600 and project MOT plans to *the Law Enforcement Agency*.

?? CONTRACTOR ELECTED USE OF OFFICERS

The contractor may require other law enforcement services to assist with traffic control when setting up MOT plans, moving construction equipment and performing construction operations that are potentially hazardous to motorists. These services should be designated in the contractor's MOT plan and the costs for these services shall be included in the specific item of work or in the contract pay items for MOT. Pay items and estimated man-hours for these contractor-required services are not to be included in the Master Agreement. The Contractor will hire and pay these Officers.

**IN CONCLUSION**

This guide including attachments has been prepared to assist the user in the process as detailed above. Any recommended revisions or additions should be directed to the Construction Engineer in the State Construction office.

**CONTRACTUAL SERVICES AGREEMENT  
STATE OF FLORIDA GOVERNMENTAL AGENCIES**

**See Attached PDF file**



**APPENDIX I**  
**Standard Consultant Agreement Terms**  
**(Federal Aid Contracts)**

**TERMS FOR FEDERAL AID CONTRACTS):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The (Name of the Law Enforcement Agency) shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- D. Nondiscrimination: The (Name of the Law Enforcement Agency) with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by competitive bidding or negotiation made by the (Name of the Law Enforcement Agency) for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by a (Law Enforcement Agency) \_\_\_\_\_ of the (Law enforcement Agency) \_\_\_\_\_ obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.
- F. Information and Reports: The (Name of the Law Enforcement Agency) will provide all information and reports required by the Regulations, or orders and instructions issued pursuant

thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the (Name of the Law Enforcement Agency) is in the exclusive possession of another who fails or refuses to furnish this information, the (Name of the Law Enforcement Agency) shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- G. Sanctions of Noncompliance: In the event of the (Name of the Law Enforcement Agency) noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including, but not limited to,
1. Withholding of payments to the (Name of the Law Enforcement Agency) under the contract until the (Name of the Law Enforcement Agency) complies and/or
  2. Cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The (Name of the Law Enforcement Agency) will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The (Name of the Law Enforcement Agency) will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a (Name of the Law Enforcement Agency) becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the (Name of the Law Enforcement Agency) may request the State to enter into such litigation to protect the interests of the State, and, in addition, the (Name of the Law Enforcement Agency) may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Minority Business Enterprises: The (Name of the Law Enforcement Agency) shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the (Name of the Law Enforcement Agency) and any sub consultant or contractor.

1. "Policy: It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 applies to this agreement."

2. "MBE Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the (Name of the Law Enforcement Agency) at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the (Name of the Law Enforcement Agency) shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the (Name of the Law Enforcement Agency) in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the (Name of the Law Enforcement Agency) nor the (Name of the Law Enforcement Agency) representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. Employ or retain, or agree to employ or retain, any firm or person, or

2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The (Name of the Law Enforcement Agency) hereby certifies that it has not:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Law Enforcement Agency) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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**CERTIFICATION OF FLORIDA DEPARTMENT OF TRANSPORTATION**

I do hereby certify that I the District Secretary of the Florida Department of Transportation and that the above **(Name of the Law Enforcement Agency)** or its representative has not been required, by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or:
  
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certificate is to be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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Date \_\_\_\_\_

State of Florida  
Department of Transportation

By: \_\_\_\_\_  
District Secretary

**CERTIFICATION OF (Name of the Law Enforcement Agency)**

I hereby certify that I am \_\_\_\_\_ a duly authorized representative of the firm **(Name of the Law Enforcement Agency)**, whose address is \_\_\_\_\_, and that neither the above firm nor I here represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Law Enforcement Agency

# EXHIBIT "A"

## Scope Of Services

### I. Objective

The FDOT, through its construction and maintenance activities, is making certain improvements to the highways throughout the State of Florida. Often, these improvements will cause closure of portions of the roadway causing traffic restrictions or necessity to divert vehicular movement. It then becomes necessary to implement an effective work zone traffic control system that provides for the safety and protection of both work zone workers and the motoring public moving through the work zones. This work zone traffic control system will include utilization of appropriate law enforcement services provided by The (Name of the Law Enforcement Agency) Officers to control traffic through work zones, to enforce traffic laws and to provide other specific assistance as necessary.

The (Name of the Law Enforcement Agency) will provide uniformed Officers in marked vehicles as needed by FDOT, subject to the approval and staffing needs of the (Name of the Law Enforcement Agency). Assignment of (Name of the Law Enforcement Agency) officers will be made in accordance with the established (Name of the Law Enforcement Agency) program guidelines. (Name of the Law Enforcement Agency) Officers will be scheduled to patrol at mutually agreed times and locations. Officers assigned work zone patrols will be responsible for coordinating all necessary emergency services, patrol activities, and directing traffic under the direct control of the assigned (Name of the Law Enforcement Agency). Work zone activities will be coordinated with the FDOT Project Engineer or Maintenance Engineer (or specifically assigned project designees).

Law enforcement services provided are for the exclusive purpose of assisting FDOT to properly protect work zone personnel and motorists during necessary highway construction or maintenance activities. The (Name of the Law Enforcement Agency) agrees to cooperate with the FDOT by providing any information necessary to assist in the evaluation of this work zone safety project. The (Name of the Law

*Enforcement Agency*) further agrees to permit FDOT or its designee to audit and inspect any records pertaining to services provided under this Master Agreement.

**II. Services to be provided by *(Name of the Law Enforcement Agency)*.**

A. All work zone patrols/traffic controls will be staffed utilizing existing *(Name of the Law Enforcement Agency)* overtime hire back procedures.

B. The patrol/traffic control program procedures will include non-FDOT compensated *(Name of the Law Enforcement Agency)* non-bargaining unit supervisory personnel as participants for program supervision and/or evaluation.

C. *(Name of the Law Enforcement Agency)* Officers assigned to the work zone patrols/traffic control will be directly accountable only to assigned *(Name of the Law Enforcement Agency)*. The assigned *(Name of the Law Enforcement Agency)* Officers will coordinate work zone activities with the FDOT Project Engineer or Maintenance Engineer (or their project designee). During the period of rendition of the forgoing services, the Officers shall be considered on detail from their regular work assignments. The Officers shall remain the employee of the *(Name of the Law Enforcement Agency)* for all purposes.

D. Incidents investigated by *(Name of the Law Enforcement Agency)* Officers will follow standard *(Name of the Law Enforcement Agency)* reporting and operational procedures.

E. *(Name of the Law Enforcement Agency)* emergency staffing needs will take precedence over work zone hire back patrols. In the event an officer must leave the work zone for such an emergency, the designated FDOT representative will be notified.

F. Court time encountered as a result of these patrols will be the responsibility of the *(Name of the Law Enforcement Agency)* and will not be reimbursed by FDOT.



G. Vehicle mileage and maintenance costs will be the responsibility (Name of the Law Enforcement Agency) and will not be reimbursed by FDOT.

H. (Name of the Law Enforcement Agency) Officers participating in work zone patrols/traffic control will be compensated only for those hours in which patrols are actually performed within the project limits.

I. (Name of the Law Enforcement Agency) agrees to provide quarterly reports to FDOT summarizing work zone patrol activities. The reporting criteria and format will be mutually agreed upon by (Name of the Law Enforcement Agency) and FDOT. The reports are to be provided to the Project Engineer or Maintenance Engineer.

J. Any Officer participating under this Master Agreement who suffers disability or death as a result of personal injury arising out of or in the performance of duties in connection herewith shall be treated, as an employee of the (Name of the Law Enforcement Agency) who sustained injury or death in the performance of duty.

K. This Master Agreement shall be the primary method for the Department to secure work zone traffic control and law enforcement security for highway escort, construction or maintenance, and other improvements to the various throughout the State of Florida.

### **III. Responsibilities of FDOT**

A. FDOT will provide the opportunity to (Name of the Law Enforcement Agency) for review of work zone traffic control plans. FDOT will coordinate project schedules with (Name of the Law Enforcement Agency) to allow for advanced scheduling of patrols. A minimum of two weeks advanced notification is required for project patrol needs. For unscheduled needs that occur, a minimum of 24 hours advanced notification is required.

B. The designated FDOT representative will provide at least two hours prior notification to (Name of the Law Enforcement Agency) should scheduled patrols become unnecessary. When weather or some other unusual circumstances occurs which necessitates canceling the workday and the two (2) hours advance notice has not been provided, (Name of the Law Enforcement Agency) Officer will be reimbursed actual time worked but not less than two (2) hours.

## **EXHIBIT "B"**

### **METHOD OF COMPENSATION**

#### **1.0 PURPOSE**

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

#### **2.0 ASSIGNMENT OF WORK**

The Department shall request (Name of the Law Enforcement Agency) 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 Purchase Order will be issued for each assignment.

#### **3.0 ESTABLISHMENT OF MAXIMUM AMOUNT PER ASSIGNMENT**

For each assignment the Department, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rate established in Section 6.0. (Name of the Law Enforcement Agency) will review this estimate and determine that sufficient staffing will be available. Once the (Name of the Law Enforcement Agency) and the Department's Project Engineer or Maintenance Engineer or designee have agreed upon an acceptable Budgetary Ceiling, a Purchase Order will be issued for said amount. All work assignments shall be completed within the term of this Master Agreement. Increases or decreases to the Purchase Order amount will require a change order to the Purchase Order. Compensation will be determined by multiplying hours worked times actual direct wages times up to 1.5765 ( FICA and Medicare which if increase in future will require an amendments).

NOTE: The Project Manager shall insure the following wording is included on the Department's Requisition and Purchase Order: "In accordance with Contract Number B-\_\_\_\_\_".

#### **4.0 COMPENSATION**

This is an Indefinite Quantity Contract whereby the (Name of the Law Enforcement Agency) 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 through issued Purchase Order. There is no Total Maximum Amount for this contract, but compensation will be limited by the amount of the Purchase Order.

#### **5.0 PROGRESS PAYMENTS:**

The (Name of the Law Enforcement Agency) shall submit monthly invoices (four copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each Purchase Order, the (Name of the Law Enforcement Agency) shall be paid as set forth in Section 3.0. Payments shall be made to the (Name of the Law Enforcement Agency) in an amount to cover costs incurred during the preceding month for Actual direct wages plus an allowance of up to 0.5765 for overtime rate and benefits, or such additional amount as determined in Section 3.0 above. The invoice shall include itemization of officer hours and substantiation of wages.

#### **6.0 DETAILS OF UNIT RATE**

Details of Unit Rates for the performance of the (Name of the Law Enforcement Agency) services set forth in Exhibit "A" are as detailed below:

<p>AVERAGE RATE TO BE USED FOR ESTIMATING MAXIMUM AMOUNTS (Includes the allowance)</p>	<p>= \$ _____ Per hour</p>
<p>OFFICER WAGE RATE</p>	<p>= ACTUAL WAGE RATE OF OFFICER</p>
<p>PAYMENT RATE</p>	<p>= OFFICER WAGE RATE X up to 1.5765 (FICA and Medicare) or such additional amount as determined in Section 3.0 above.</p>

7.0 **ADVANCE PAYMENT**

The Department has provided to the *(Name of the Law Enforcement Agency)*, advance payment in the amount of \$ \_\_\_\_\_ 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 Department. Upon contract termination, *(Name of the Law Enforcement Agency)* shall refund to the Department any remaining advance payment amounts that haven't been offset by billings within \_\_\_\_ days of the completion/termination of the project.