

FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES AGREEMENT
STATE OF FLORIDA GOVERNMENTAL AGENCIES

Agreement No. BE416
 Financial Project I.D. _____
 Journal Trans./F.E.I.D. #: F592870670 001
 Benefiting Object Code: _____
 Benefiting Category: _____
 Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
 contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
 Procurement No.: EXEMPT
 DMS Catalog Class No.: 92121500

BY THIS AGREEMENT, made and entered into this 19th day of June, 2017 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and the Florida Department of Highway Safety and Motor Vehicles, of Florida Highway Patrol, 2900 Apalachee Parkway, Room B454 MS 40, Tallahassee, Florida an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Vendor", hereby agree as follows:

1. SERVICE

A. In connection with Work Zone Traffic Control, the Department does hereby retain the Vendor to furnish certain services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall terminate on 6/30/2022. Services shall commence July 1, 2017 and shall be completed by June 30, 2022 or date of termination, whichever occurs first.
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewals may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

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- B. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- C. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- F. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- G. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

4. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

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- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- C. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- E. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- F. Any Intellectual Property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- G. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- H. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section

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287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

6. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the Department.
- B. This Agreement involves the expenditure of federal funds and hence, Appendix I is applicable to all parties and is hereof made a part of this Agreement

7. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

8. MISCELLANEOUS

- A. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- D. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- E. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.


9. The following attachments are incorporated and made a part of this Agreement:


Exhibit A, Scope of Services
Exhibit B, Method of Compensation
Guidelines for Use of Florida Highway Patrol in Work Zone Speed Control

10. Other Provisions:

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Name of Vendor _____
BY:  6/14/2017
Authorized Signature
Lisa M. Bassett
(Print/Type)
Title: Chief of Purchasing and Contracts

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DocuSigned by:

BY: 52B9FE5B3ABE421...
Authorized Signature
Courtney Drummond
(Print/Type)
Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

38FAC729F9384A5
Procurement Office

LEGAL REVIEW

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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 Department of Highway Safety and Motor Vehicles (DHSMV), Division of Florida Highway Patrol (FHP). FHP Troopers will control traffic through work zones to enforce traffic laws and to provide other specific assistance as necessary.

The FHP will provide uniformed Troopers as needed by FDOT, subject to the approval and staffing needs of the FHP. Assignment of FHP Troopers will be made in accordance with the established DHSMV program guidelines. FHP Troopers will be scheduled to patrol at mutually agreed times and locations. Troopers 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 FHP District Commander. Work zone activities will be coordinated with the FDOT Project Administrator 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 affected motorists during necessary highway construction or maintenance activities. The FHP agrees to cooperate with the FDOT by providing any statistical and/or enforcement information necessary to assist in the evaluation of this work zone safety project. The FHP 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 FHP

- A. All work zone patrols will be staffed utilizing existing FHP overtime hire back procedures.
- B. The patrol program procedures will include non-FDOT compensated FHP non-bargaining unit supervisory personnel as participants for program participation supervision and/or evaluation.
- C. FHP personnel assigned to the work zone patrols will be directly accountable only to assigned FHP District Commander. The assigned FHP Troopers will

coordinate work zone activities with the FDOT Project Administrator or Maintenance Engineer (or their project designee). During the period of rendition of the forgoing services, the Troopers shall be considered on detail from their regular work assignments. The trooper shall remain the employee of the DHSMV for all purposes.

- D. Incidents investigated by FHP personnel will follow standard FHP reporting and operational procedures.
- E. FHP 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 by an FHP representative.
- F. Court time encountered as a result of these patrols will be the responsibility of the FHP and will not be reimbursed by FDOT.
- G. Vehicle maintenance costs will be the responsibility of FHP and will not be reimbursed by FDOT.
- H. FHP Troopers participating in work zone patrols will be compensated only for those hours in which patrols are actually performed directly associated with the project.
- I. FHP agrees to provide quarterly reports to FDOT summarizing work zone patrol activities. The reporting criteria and format will be mutually agreed upon by FHP and FDOT. The reports are to be provided to the FDOT State Construction Office.
- J. Any Trooper participating under this Master Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection herewith shall be treated as an employee of the DHSMV who sustained injury or death in the performance of duty.
- K. This Master Agreement shall be the primary method for the FDOT to secure work zone traffic control and law enforcement security for highway escort, construction or maintenance, and other improvements to the various roadways throughout the State of Florida.

III. Responsibilities of FDOT

- A. FDOT will provide the opportunity to FHP for review of work zone traffic control plans. FDOT will coordinate project schedules with FHP 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 FHP 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 is not provided, the FHP Trooper will be reimbursed for actual work time not to exceed a maximum of two (2) hours.

- C. The designated FDOT representative will provide the “Journal Transfer Receipts” or State Wide Document Number (SWDN) via e-mail to DHSMV.
- D. For cancellations to work zone traffic control, the FDOT project designee will provide a five day advance notice, in writing, to the FHP District Commander and the FHP Point of Contact.

EXHIBIT "B"

Method of Compensation

1.0 PURPOSE

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

2.0 ASSIGNMENT OF WORK

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

3.0 ESTABLISHMENT OF MAXIMUM AMOUNT PER ASSIGNMENT

For each proposed construction work zone detail requested, the FDOT shall prepare an estimate of work and price based on the rate established by this contract. FDOT shall submit the estimated detail cost to the Vendor. The Vendor will review the specific detail estimate to determine if sufficient staffing and budget will be available. After the Vendor and the FDOT's Project Administrator, Maintenance Engineer or designee have agreed upon an acceptable maximum amount for the assignment, the FDOT will issue a Letter of Authorization (LOA) to the Vendor. 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 Master Agreement. The maximum amount per assignment will be an estimate. Additional funds for added time or duties must be reviewed and approved by the Vendor prior to the acceptance of an amended LOA.

For both included and excluded classes, compensation will either be the regular rate of wages times 1.15 per hour or the rate of \$40.00 per hour times 1.15, whichever is greater.

In the competitive market areas of Collier, Dade, Duval, Escambia, Hillsborough, Lee, Marion, Monroe, Pinellas, Orange, Osceola, Seminole, Palm Beach and Broward counties, construction work zone enforcement details may be compensated at a greater rate. For both included and excluded classes, compensation will either be the regular rate of wages times 1.15 per hour or the rate of \$50.00 per hour times 1.15, whichever is greater.

In addition to the amounts calculated as provided in the above paragraphs, a markup of 7.5% shall be allowed to cover indirect costs of Highway Safety.

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

Example: FHP Troopers worked 100 hours of detail for the billing period at \$40/hour, and the average cost of gas per gallon for the billing period, less tax, was \$2.50. Total reimbursement would be as follows:

$$[(100 \text{ hours}) (\$40/\text{hour}) (1.15) + (\$2.50/\text{gallon}) (2.18/\text{hour}) (100 \text{ hours})](1.075 \text{ markup}) = (4600 + 545) (1.075) = (5145) (1.075) = \underline{\$5530.88}$$

4.0 COMPENSATION

This is an Indefinite Quantity Contract whereby the Vendor 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 invoices based on a 4 week billing period (two bi-weekly pay periods), 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 period invoiced. In addition, the Payroll Summary Sheet for Included and/or Excluded employees and the PAPS235A printout are required as backup to the invoice and will be considered as acceptable documentation to pay the invoice. The invoice and backup may be emailed to the FDOT project designee. The Vendor shall be paid for work performed in accordance with the terms and conditions of this contract.

For a billing period that extends beyond the State fiscal year or exceeds the beginning or ending contract date, the Department of Highway Safety and Motor Vehicles shall submit invoices that are calculated based on the dates being billed and will not exceed the end of the fiscal year date (June 30) or beginning/ending dates.

6.0 DETAILS OF UNIT RATE

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are as detailed below:

<p>AVERAGE RATE TO BE USED FOR <u>ESTIMATING</u> MAXIMUM AMOUNTS (Includes the allowance)</p>	<p>= \$ 40.00 per hour unless approved for the competitive market areas of Collier, Dade, Duval, Escambia, Hillsborough, Lee, Marion, Monroe, Pinellas, Orange, Osceola, Seminole, Palm Beach and Broward counties</p>
<p>PAYMENT RATE</p>	<p>= FHP TROOPER WAGE RATE as determined in Section 3.0 above.</p>

7.0 ADVANCE PAYMENT

The FDOT has provided to the Vendor, DHSMV, under prior Master Agreements (Florida Department of Transportation Contract No. B8970, BB081, BD306, BDI55 and BDT99) advance payment in the amount of \$100,000, to provide an operating budget for projects that may be authorized by the FDOT. Upon completion of all services or contract termination for Contract BDT99, whichever is first, the Vendor (DHSMV) shall refund to the FDOT the advance payment of \$100,000 for operating budget by September 30, 2017. This contract will not provide an advance payment provision.

Florida Department of Transportation and The Department of Highway Safety and Motor Vehicles Working Together for Safer Roads



GUIDELINES FOR USE OF FLORIDA HIGHWAY PATROL IN WORK ZONE SPEED CONTROL

July 2017

GUIDELINES FOR USE OF FLORIDA HIGHWAY PATROL IN WORK ZONE SPEED CONTROL

INTRODUCTION

PURPOSE

The purpose of this guideline is to provide the user with information, which will aid in determining the need for and method(s) of use of Florida Highway Patrol Troopers for speed control through work zones. The guide will lead the user from determination of need through the invoice processing instructions. Design, Construction and Maintenance personnel, both in-house and consultants, should find the guide useful. The guide primarily deals with use of patrolling Troopers on freeways and other limited access facilities, but will also discuss other possible Trooper uses.

BACKGROUND

It has been clearly recognized that the average motorist does not comply with posted reduced speed through work zones. While our standard reduced speed is 10 mph from the normal speed limit, speeds much higher than this are often found. This presents a safety hazard to workers, motorists and equipment. Citizens and visitors have experienced numerous motor vehicle collisions in work zones and with road workers.

The use of a stationary Trooper has proven to be less effective than desired. No patrolling was done, no tickets written, no arrests made and therefore, minimal compliance obtained. The public's disregard of this method has resulted in reduced effectiveness.

Staff from FDOT and FHP prepared a Master Agreement, which is included in this guide, which provides for FHP Trooper use on highways to actively enforce reduced speeds through work zones. The Troopers will be citing motorists violating traffic laws creating an unsafe driving environment and making regular patrols through the entire work zone. We feel that this mobile presence and enforcement activities will greatly improve present conditions.

USE OF MASTER AGREEMENT - ESTABLISHING NEEDS AND PLANS IMPACT

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 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 ON-DUTY ENFORCEMENT SERVICES

Conditions on limited access facilities to consider the use of On-Duty FHP 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 Design Standards, Indexes 613, 614 and 651, as they would apply to limited access facilities.
- On-Duty FHP can be used on non-limited access highways provided that the District Director of Operations has approved.
- Work within high use signalized intersections.
- High volume urban roadways with lane closures during peak hour traffic.

ALSO:

- 1) The Department has determined that construction or maintenance activities on freeways and other limited access facilities during night time hours that require lane closures which divert or restrict vehicular movement through work zones are encouraged to have active enforcement to provide for the safety and protection of workers, motorists and equipment.
- 2) Closures at other times and on other highways may also warrant Troopers. 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.
- 3) Certain work zones may require scheduled Troopers on days when there is 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.
- 4) Other uses of On-Duty Law Enforcement Services - During any construction or maintenance activity where the FDOT Project Administrator determines that Troopers in the work zone are required to control the speed of traffic to the posted speed limit for protection of workers and motorists. A Letter of Authorization is required for all uses of this Master Agreement.

All such required on-duty enforcement services shall be acquired, administered and paid for in accordance with the FDOT/DHSMV Master Agreement. For on-duty enforcement services, only uniformed FHP Troopers on detail from their regular work assignments shall be used under this Master Agreement.

DETERMINING STAFFING REQUIREMENTS

When the need for active patrolling is determined, this need shall be clearly indicated in the Plan Summary Boxes by construction phase, operation and duration. The designer will be responsible for preparing an estimate of the number of hours the troopers will be required and the dollar compensation and indicate this in the Comp Book.

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 Trooper 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 Trooper use to control traffic speed for the protection of workers, motorists, and equipment. Each construction operation and its respective work zone traffic control plan 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 Trooper 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.

USE OF MASTER AGREEMENT - PROCESS FOR USE

STEP-BY-STEP PROCESS

After a decision has been made by FDOT that a patrolling Trooper 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 Director of Transportation Development office so that phase 58 construction funding is programmed. Also the estimate of hours and dollars must be entered into the CES using this pay item:

999 102-A SPEED AND LAW ENFORCEMENT TROOPER, STATE FURNISHED, NON BID ITEM, MH

- A=Contract Type (Between FDOT and the Law Enforcement Agency)**
- 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 will not be able to encumber funds to pay the FHP.

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

2. As plans are developed, reviews of maintenance of traffic plans must be held to determine the extent of need. These reviews should include, at least at the Phase III review, a meeting with FHP to discuss their involvement. At this time, the project schedule should also be discussed, as FHP will coordinate their Troopers' schedules to meet our project needs.
3. Immediately following contract award, allowing for sufficient processing time, a Letter of Authorization (LOA) will be submitted for the total estimated cost of the Trooper's use on a specific project. The District's assigned Contract Manager should issue this LOA. Normal LOA processing will apply. Use the LOA form located on the State Construction Office website. To safeguard the disclosure of potentially sensitive law enforcement related information, do not upload the signed and approved LOA form in FACTS.
4. To actually begin use of a Trooper, the FDOT Project Administrator or Maintenance Engineer is to notify the FHP's District Commander 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 Trooper is not needed because of weather, changed work activities, etc., the Trooper will be reimbursed for a maximum of two hours of work (see more details in copy of Scope of Services attached).
5. The Trooper will coordinate his work activities with the FDOT project designee on site. The Trooper's time will be monitored through radio contact with his local office and through submitted daily activity reports. The daily activity reports will reflect the specific financial project number involved, contract no. and all activities while on duty. The FHP office will hold these daily activity reports available for our review. The FDOT project designee will record the Trooper's time and project activities. In the event that the sign-out location is closed, an email to the FDOT project designee is acceptable for purposes of verification for hours worked.

6. FHP will then submit to the Project Administrator or Maintenance Engineer a summary invoice based on a 4 week billing period, with supporting documentation per Trooper, per project (financial no.) with summary of man-hour charges. These payments will be deducted from the advanced funding and handled internally by transfer.
7. FHP will also provide quarterly reports to FDOT State Construction Office summarizing work zone patrol activities.
8. Districts should report annually to the FDOT State Construction Office, or more frequently if needed, on their support of continued use of the Troopers as contracted through the Master Agreement. This information will be used to modify the Master Agreement if necessary.

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

RECORD KEEPING/MASTER AGREEMENT EVALUATION

As stated earlier in this guide, the FHP will report quarterly on their activities to the FDOT State Construction Office. The district to determine effectiveness of the Trooper's use should evaluate these reports.

Review and evaluation by Central Office should determine the statewide benefits of the Master Agreement. Any concerns should also be shared with FHP both at the District and State levels.

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

OTHER USE OF TROOPERS IN WORK ZONES NOT COVERED BY MASTER AGREEMENT

INCLUDED IN TCP WITH TROOPER PAY ITEM (102-10)

This pay item is for a traffic control Trooper. Please consult the Basis of Estimates Manual before using.

This pay item should not be used unless a Trooper is needed as described in Section 102 of the FDOT Specifications.

CONTRACTOR (FHP) ELECTED USE OF TROOPERS

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 maintenance of traffic (Lump Sum MOT). Pay items and estimated man-hours for these contractor required services are not to be included in the Department's contract pay item for law enforcement services. The contractor will hire and pay these Troopers.

RULES TO BE FOLLOWED BY ALL TROOPERS ON FDOT PROJECT

- The FHP Troop Commander 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, DOT or Consultant inspectors, and the police officers in implementing the MOT plan will be laid out.
- Anytime the work zone is barricaded or coned off; troopers assigned to an On-Duty detail at a rural area work site will place his or her 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 trooper assigned to an urban area, On-Duty detail may place their 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 trooper park the patrol vehicle at a highway construction site with their hood open-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 On-Duty FHP or other law enforcement officer receives instructions from the Contractor that are inconsistent with their assigned duties and/or are not consistent with the MOT, they will contact the FDOT Engineer for clarification.
- 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 FHP approves a trooper for an Off-Duty/On-Duty job, each Trooper must be trained in the appropriate MOT regarding lane closures and other safety precautions for the detail. Training documentation will be maintained at the FHP district level.

- To ensure all safety procedures are followed, the Troop Commander or their designee will periodically visit highway construction sites in their area. This visit should be coordinated with the FDOT Engineer. Additionally, troopers and supervisors should report any non-conformance to the MOT to the FDOT Engineer.
- To improve communication, the FHP will participate in meeting with the FDOT construction and maintenance Engineer's at their quarterly meeting. FDOT will make available copies of the Design Standards Index 600 and project MOT plans to FHP.

IN CONCLUSION

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