

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

375-040-17
PROCUREMENT - 03/07
Page 1 of 4

Agreement No.: BDI55
Financial Project I.D.: _____
Journal Trans./F.E.I.D. _____
Benefiting Object Code: _____
Benefiting Category: _____
Procurement No.: _____
D.M.S. Catalog Class 991-380

BY THIS AGREEMENT, made and entered into this 25th day of June, 2007, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Florida Department of Highway Safety and Motor Vehicles of Division of Highway Patrol, Neil Kirkman Building, B-443, Tallahassee, Florida 32301 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 6/30/2012. Services shall commence July 1, 2007 and shall be completed by June 30, 2012 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 period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the Vendor for the herein described services at a compensation as detailed in this agreement.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
- C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- D. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- E. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- F. 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, and Chapter 3-Travel, Department's Disbursement Operations Manual, 350-030-400.

- G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

- H. 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.

- I. 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. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

- 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. 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.

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.

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.

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

- Terms for Federal Aid Contracts (Appendix 1)
- Exhibit "A" - Scope of Services
- Exhibit "B" - Method of Compensation
- Attachment A - Guidelines For Use of Florida Highway Patrol in Work Zone Speed Control

10. Other Provisions:

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

Fla. Dept. of Highway Safety & Motor Vehicle	STATE OF FLORIDA
Name of Vendor	DEPARTMENT OF TRANSPORTATION
BY: <u><i>Dulcem Horst</i></u>	BY: <u><i>Ananth Prasad</i></u>
Authorized Signature	Authorized Signature
<u><i>LeeAnn Horst</i></u>	<u><i>ANANTH PRASAD</i></u>
(Print/Type)	(Print/Type)
Title: <u><i>Chief of Staff</i></u>	Title: <u><i>CHIEF ENGINEER</i></u>

FOR DEPARTMENT USE ONLY

APPROVED: *[Signature]*
Procurement Office

LEGAL REVIEW: *[Signature]* 6-13-07

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TERMS FOR FEDERAL AID CONTRACTS (APPENDIX 1):
CONTRACT (Purchase Order) # 6055

375-040-40
PROCUREMENT - 02/07
Page 1 of 2

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves 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 Consultant 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 Consultant, 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 Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations made by competitive bidding or negotiation made by the Consultant 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 consultant of the consultant's 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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant's 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 Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant 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 be admitted to any share or part of this contract or to any benefit arising therefrom.
- 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 Consultant shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any subconsultant 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 apply 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 Consultant 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 Consultant 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 Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- N. The Department hereby certifies that neither the consultant nor the consultant's 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 or 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 Consultant 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 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.

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.

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 Officers as needed by FDOT, subject to the approval and staffing needs of the FHP. Assignment of FHP officers will be made in accordance with the established DHSMV program guidelines. FHP 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 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 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 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 Officers 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 Officers 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. 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.
- 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 officers participating in work zone patrols will be compensated only for those hours in which patrols are actually performed within the project limits.
- 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 Officer 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 officer 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. The FDOT project designee will record the officer'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.
- E. 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 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.

The included class is to be compensated at the rate of actual wages times up to 1.5765 per hour. The excluded class is to be compensated at the rate of \$35.00 per hour times up to 1.0765.

In the competitive market areas of Hillsborough, Pinellas, Palm Beach and Broward counties, construction work zone enforcement details may be compensated at the rate of \$45.00 per hour times up to 1.0765.

Fuel reimbursement shall be compensated based on the AAA's current average cost per gallon for Florida, less taxes, for the month 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 officers (all excluded class) worked 1000 hours of detail for the month at \$35/hour, and the average cost of gas per gallon for the month, less tax, was \$2.70. Total reimbursement would be as follows:

$$(1000 \text{ hours})(\$35/\text{hour})(1.0765) + (\$2.70/\text{gallon})(2.18/\text{hour})(1000 \text{ hours}) = 37677.50 + 5886 = \underline{\$43563.50}$$

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

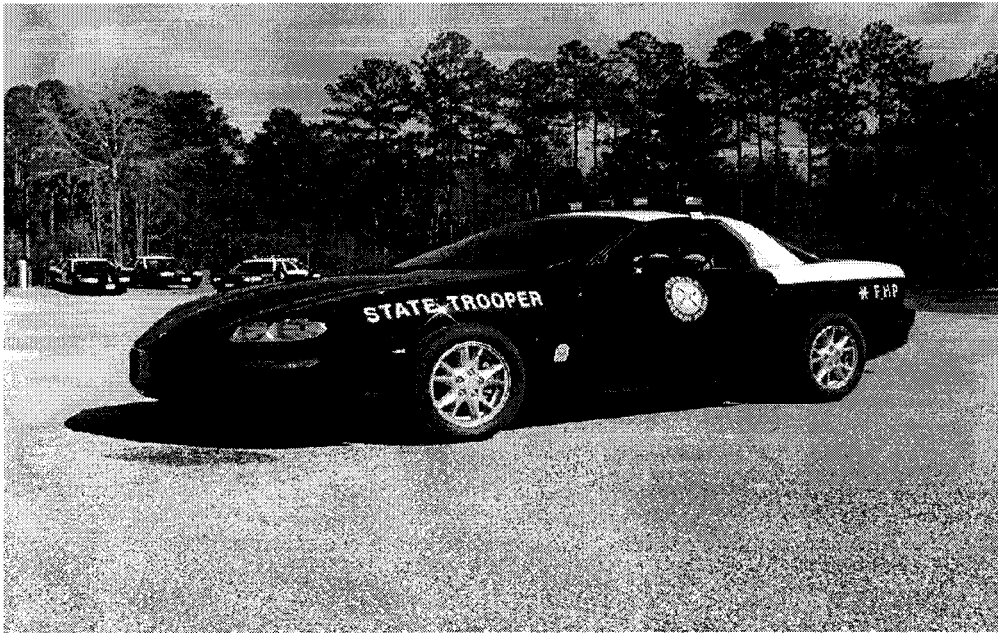
The Department of Highway Safety and Motor Vehicles shall submit monthly invoices in a format acceptable to the FDOT and sufficient for audit. All invoices shall include an itemization of the number of FHP hours worked, the rate of pay, and the average cost of fuel per gallon for Florida, less taxes, for the month invoiced. The Vendor shall be paid for work performed in accordance with the terms and conditions of this contract.

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 ESTIMATING MAXIMUM AMOUNTS (Includes the allowance)</p>	<p>= \$ 35.00 per hour unless approved for the competitive market areas of Hillsborough, Pinellas, Palm Beach and Broward counties</p>
<p>PAYMENT RATE</p>	<p>= FHP OFFICER WAGE RATE as determined in Section 3.0 above.</p>

**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 2007

**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 Officers 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 officers on freeways and other limited access facilities, but will also discuss other possible officer 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.

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. The public's disregard of this method has resulted in reduced effectiveness.

Staff from FDOT and FHP prepared a joint contractual agreement, which is included in this guide, which provides for FHP officer use on highways to actively enforce reduced speeds through work zones. The officers will be 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.

USE OF 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 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.
- 3) Certain work zones may require scheduled officers 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 officers 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 agreement.

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

DETERMINING STAFFING REQUIREMENTS

When the need for active patrolling is determined, this need shall be clearly indicated in the Comp Book 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 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 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 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.

USE OF AGREEMENT - PROCESS FOR USE

STEP-BY-STEP PROCESS

After a decision has been made by FDOT that a patrolling 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:

2999 -MET FHP (CONTRACT) (DO NOT BID) for Metric projects

999 1-ENG FHP (CONTRACT) (DO NOT BID) for English projects

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 officer's 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 patrol officer'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.

4. To actually begin use of an officer, 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 officer is not needed because of weather, changed work activities, etc., the officer will be reimbursed for two hours of work or actual work time whichever is greater (see more details in copy of Scope of Services attached).
5. The officer will coordinate his work activities with the FDOT project designee on site. The officer'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 officer'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 monthly billings per officer, 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 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/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 officer's use should evaluate these reports.

Review and evaluation by Central Office should determine the statewide benefits of continued renewal of the 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 OFFICERS IN WORK ZONES NOT COVERED BY AGREEMENT

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

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

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

CONTRACTOR (FHP) 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 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 officers.

RULES TO BE FOLLOWED BY ALL OFFICERS 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 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 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 Construction Engineer in the State Construction office.



Florida Department of Transportation

Letter of Authorization

To

Florida Department of Highway Safety & Motor Vehicles

FDOT Agreement No. : _____

FDOT LOA No. : _____

Financial Project No. : _____

Replaces LOA Document No. : _____

Location of Work : _____

Description of Work : _____

Project Start Date : ____ / ____ / ____

Project End Date : ____ / ____ / ____

FDOT Point of Contact District : _____

FHP Point of Contact Troop : _____

(Name)

(Name)

(Address)

(Address)

(City, State and Zip)

(City, State and Zip)

(Phone Number & Fax Number)

(Phone Number & Fax Number)

Services provided under this authorization will not exceed \$ _____

Send Invoices to : _____
(Name)

(Address)

(City, State and Zip)

This letter will confirm my request to DHSMV for FHP hireback services for DOT District Construction Office.

Authorized By : _____
(Name)

(Signature)

Title : _____

Date : _____

Submit This LOA To DHSMV

Department of Highway Safety & Motor Vehicles
Neil Kirkman Building, MS31
Attention: Bureau of Purchasing and Contracts
2900 Apalachee Parkway, Room B412
Tallahassee, Florida 32399-0524