



Florida Department of Transportation

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MIKE DEW
SECRETARY

DME MEMORANDUM NUMBER 17-02

DATE: June 8, 2017

TO: DISTRICT MAINTENANCE ENGINEERS

FROM: Rudy Powell, Jr., P.E., Director, Office of Maintenance

COPIES: Courtney Drummond, P.E., Chief Engineer
Irene Cabral, Manager, Emergency Coordination Officer
Mike Sprayberry, P.E., State Administrator for Maintenance Contracting

SUBJECT: Modifications to Asset Maintenance Contracts – Evacuations and Emergency Management

The current Scope of Services for Asset Maintenance (AM) contracts requires AM Contractors to prepare for implementation of one-way evacuation, implement one-way evacuation, and remove evacuation devices when complete. Other evacuation operations are not addressed. Recently, the Department has developed Shoulder Use for Emergency Evacuations (SUEE) for four Interstate Highway System corridors. Therefore, modifications to **Section 2 Emergency Management** in the current AM Scope of Services are required to address SUEE operations and other general updates.

This memorandum is blanket approval to process a \$0.00 Supplemental Agreement to modify existing AM contracts to incorporate SUEE operations and other general updates. The required edits are shown in redline format in the attachment to this memorandum. The Scope of Services for each AM contract may differ so use the attached redline version of the current Scope of Services to determine the actual modifications needed for each AM contract.

Should you have any questions concerning this memorandum, please contact Mike Sprayberry at 850-410-5637.

2. EMERGENCY MANAGEMENT

2.1 General

The Department categorizes Emergency Management into two classifications: “Governor Declared Emergencies” and “Other Emergencies”. For Governor Declared Emergencies, perform pre-event preparation and provide initial response post-event to protect the traveling public from grievous hazards created by the incident/event. For Other Emergencies, perform all aspects of responding to the incident/event, including pre-event preparation, post-event initial response, and post-event cleanup and repair. For both classifications of Emergency Management, perform the following six (6) activities *in preparation for hurricane season each year and* before every foreseeable Emergency Management incident/event:

1. Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel (e.g. MOT devices, variable message boards, chainsaws, sand spreaders, etc.). Develop a complete up-to-date list of equipment resources and staging locations and of all stockpiled materials and their locations.
2. In ~~case of possible area evacuations~~ *the event an evacuation order is being considered*, prepare for implementation of ~~one-way evacuation plans including the pre-staging of necessary one-way evacuation resources~~ *operations according to Department Emergency Management Documents as listed in the Contract Documents.*
3. ~~If~~ *When* directed by the Department, implement ~~one-way evacuation and remove one-way evacuation devices when complete~~ *operations in accordance with all Department Emergency Management Documents as listed in the Contract Documents.*
4. Secure and lockdown all structures and facilities covered under this contract.
5. In preparation for high winds, rains, and other impending elements, secure all existing worksites associated with this contract.
6. Lower all high mast lights within the projected path of a hurricane where wind speeds are projected to be category two or higher at *the* location of high mast lights, or *lower high mast lights* as otherwise directed by the Department. Lower *high mast* lights to ~~within ten (10)~~ *between 15 to and 20* feet ~~of~~ *from* the ground. If the lowered position of *high mast* lights places them at risk of adjacent tree damage, place lights as low as possible while avoiding tree damage risk. ~~Do not lower high mast lights on routes that are expected to be used for one-way evacuation.~~

If high mast lights ~~ing~~ *ing* have been lowered, repaired, or raised due to ~~preparation/reaction to~~ storm events, submit a separate informational invoice detailing the cost of such lowering, repairing, and raising of the high mast lights. Show the high mast lighting costs by maintenance area, by Financial Project Number, and by activity (lower, repair, raise). Retain all documentation required for the Department to apply for Federal Reimbursement for this activity.

For ~~any all one-way~~ evacuation activities ~~performed to prepare/react to storm events~~, submit a separate informational invoice detailing the cost of such ~~one-way~~ evacuation activities. Show the ~~one-way~~ evacuation costs by maintenance area, by Financial Project Number, and by activity. Retain all documentation required for the Department to apply for Federal Reimbursement for ~~one-way~~ evacuation activities.

For ~~all any~~ activities associated with securing bascule bridges ~~in preparation/reaction to storm events~~, submit a separate informational invoice detailing the cost of such activities. Show the costs to secure bascule bridges by maintenance area, by Financial Project Number, and by activity. Retain all documentation required for the Department to apply for Federal Reimbursement for these activities.

Unless otherwise noted in this contract, the Department will not provide additional compensation to the Contractor through this contract for any Emergency Management activities, including the six activities described above.

For all Emergency Management activities, the Department reserves the right to ~~take control of the incident/event and/or~~ perform ~~recovery-all~~ work with its own ~~forces~~ or other contracted forces when the Department determines it is in the Department's best interest to do so. *The Department's decision to engage in Emergency Management activities in no way relieves the Contractor of any duties or contractual obligations.*

For any single incident/event, the Contractor's financial responsibility for repair ~~and~~ ~~reconstruction~~ costs is capped at \$ _____; the Department will reimburse the Contractor for ~~all Department authorized~~ repair ~~and~~ ~~reconstruction~~ costs ~~and~~ ~~activities~~ in excess of this amount. The Department will not provide reimbursement if the incident/event was caused or enhanced, in part or in full, by the Contractor's negligence or failure to comply with contract obligations.

2.2 Emergency Management Plan

~~Comply with Know the requirements of the applicable District Comprehensive Department~~ Emergency Management ~~Plan Documents~~ as ~~well as listed in the FHWA and FEMA guidelines for federal reimbursement. Contract Documents. Ensure compliance with all State and Federal Emergency Management Requirements.~~ Administer all response and recovery efforts in accordance with these ~~Department Emergency Management Documents and the Contract Documents~~. Develop an Emergency Management Plan that sufficiently replicates the intent of the ~~District's Comprehensive Department~~ Emergency Management ~~Plan Documents~~ and submit this plan to the Department within 30 calendar days of contract execution. Include details in the Emergency Management Plan including, but not limited to:

- procedures for incident/event management
- agency & public notifications
- assurance of motorist safety
- handling of hazardous waste
- coordination with Law Enforcement and other appropriate agencies

- traffic control
- coordination with the Department and other agencies to establish or implement pre-established detour routes
- maintenance of detour routes
- making emergency repairs
- debris removal
- evacuation/~~one-way evacuation response~~ *operations*
- submission of incident/event reports
- plan for compliance with the Open Roads Policy
- detailed organizational structure with the functions, qualifications, experience level, and contact information of staff assigned to respond to incidents/events

Comply with all Department plans *and standards* and with all Local, State, and Federal laws and regulations concerning evacuation routes and the handling and disposal of hazardous waste.

*Each year, begin u*Updating*e the Emergency Management Plan in no sooner than April 1 of each year and complete the update by April 30* by engaging in an iterative process of discussion between the Department and the Contractor whereby lessons learned from past experience can be implemented for future use. ~~Prior to; as part of this process, assist the occurrence of any incidents/events, ensure an approved~~ *Department in developing and updating all Department Emergency Management Plan is in effect and be prepared to act upon that plan* *Documents as requested by the Department.*

2.3 Specific Contractor Responsibilities for Governor Declared Emergencies

Governor Declared Emergencies are incidents/events that prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Governor Declared Emergencies will most commonly be major hurricanes and other natural disasters, but can include smaller natural disasters/events/storms (Acts of God), collisions with structures and related components, and incidents/events resulting from human interactions.

When Other Emergencies occur before, during, or after Governor Declared Emergency events:

- *Respond and deploy resources according to the goals established in the **Open Roads Policy**. Arrive on-site, prepared to take necessary action with necessary manpower and emergency response equipment. Be available to relieve Law Enforcement personnel of traffic control functions within fifteen (15) minutes of arriving onsite. During emergency evacuations and throughout the duration of the aftermath of the Governor Declared Emergency event, working hours referenced under the Department responsibilities in the **Open Roads Policy** are defined as 24 hours per day, 7 days per week.*
- *Manage all aspects of traffic control related to Other Emergencies, including coordination with Governmental agencies when incidents/events spill over onto roadways and/or structures not covered by this contract. When detour routes are required due to Other Emergencies occurring on a roadway and/or structure covered by this contract, manage and maintain the entire detour route, even if the route extends onto roadways and/or structures not covered by this contract (state or non-state). Notify the Department's designated contact person immediately upon occurrence of all major Other*

Emergencies and immediately upon road closure for all roadway and/or structure closures exceeding one (1) hour. Notify the Department again upon roadway and/or structure reopening.

If directed by the Department in writing, perform the following three (3) Pre-Event activities and separately track and invoice the Department for associated costs. The Department will compensate the Contractor for their direct costs of performing these three (3) Pre-Event activities as described in the Department's written directions to the Contractor:

~~1. Supplement Road Ranger Service Patrols and provide fuel assistance to stranded motorists.~~
1. Assist stranded motorists during evacuation operations.

2. Provide additional security at Rest Areas and Welcome Center facilities.
3. Provide additional portable rest room facilities at Rest Areas, Weigh Stations, Welcome Centers, Toll Plazas, Office Buildings and other locations as directed by the Department.

Perform the following six (6) Post-Event activities. The Department will not provide additional compensation to the Contractor for the performance of these six (6) Post-Event activities:

1. Search all roadways, structures, and facilities covered by this contract for grievous hazards (roadway washouts/cave-ins, downed or exposed electrical lines, non-traversable bridges, structurally compromised buildings, etc.). This may include clearing some debris in order to access these hazardous areas. Minimal debris clearing required to access hazardous areas will not be considered first-push roadway clearing.
2. Immediately respond to perform traffic control, set up safety devices, and layout established or improvised detour routes in order to protect the traveling public from grievous hazards created by the incident/event. *The Contractor may choose to remove or otherwise ameliorate the grievous hazard instead of providing the aforementioned MOT; such activity will not be considered first-push, debris removal, or cleanup in connection with federally reimbursable programs.* When detour routes are required due to an incident/event occurring on a roadway and/or structure covered by this contract, manage and maintain the entire detour route within the State of Florida, even if the route extends onto roadways and/or structures not covered by this contract (state or non-state). For portions of a detour route extending outside Florida, coordinate detour setup and maintenance with the appropriate *neighboring State Agencies and local government entities.*
3. Notify the Department's designated contact person immediately upon occurrence of all major incidents/events and immediately upon road closure for all roadway and/or structure closures exceeding one (1) hour. Notify the Department again upon roadway and/or structure reopening.
4. For high mast lighting, inspect, perform any minor repairs, and raise all lighting back to their original position as directed by the Department. "Minor repairs" is defined as repairs

not eligible for Federal reimbursement.

5. Inspect, unlock, and perform any minor repairs to all bascule bridges. "Minor repairs" is defined as repairs not eligible for Federal reimbursement.
6. Assist the Department in performing damage assessment reviews of bridges, overhead sign structures, and high mast light poles per the *Damage Assessment Review Guidelines*.

~~Do not perform~~ *Activities related to* first-push ~~activities~~, debris removal, cleanup, ~~or federally reimbursable~~ *and damage repair resulting from a Governor Declared Emergency may qualify for federal reimbursement. Except for those activities listed elsewhere in this Section 2, Emergency Management, do not perform any* activities ~~not listed above~~ *that qualify for federal reimbursement*; the Department will take responsibility for performing these activities. All other work activities necessitated by a Governor Declared Emergency incident/event, *including those that do not qualify for federal reimbursement due to inadequate quantity or severity of damage as determined by the Department*, shall remain the responsibility of the Contractor and shall be managed according *to* the applicable performance criteria established elsewhere in this contract.