

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 10-44**

**Award of Contract for Highway Emergency  
Response Operator Patrol Services**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the Highway Emergency Response Operator (“HERO”) Program is a roadside assistance program the primary purpose of which is to minimize traffic congestion and improve highway safety by clearing damaged or disabled vehicles from roadway lanes or shoulders and providing traffic control and scene protection at roadway incidents; and

WHEREAS, as part of the American Recovery and Reinvestment Act of 2009, \$29.1 million of transportation funds (the “ARRA Funds”) were sub-allocated to the Capital Area Metropolitan Planning Organization (“CAMPO”) region for distribution to projects selected by the CAMPO Transportation Policy Board; and

WHEREAS, CAMPO worked with local jurisdictions and transportation providers to identify projects that would be eligible to receive the ARRA Funds, including the HERO Program; and

WHEREAS, on June 8, 2009, the CAMPO Transportation Policy Board authorized the use of ARRA Funds to fund the HERO Program along the IH-35 corridor from Round Rock to Buda over a period of two years, with the program to be administered by the CTRMA; and

WHEREAS, in Resolution No. 09-38, dated June 24, 2009, the CTRMA Board of Directors authorized the Executive Director and CTRMA staff to undertake necessary actions related to the administration of the HERO Program, including procuring administrative and operational services; and

WHEREAS, on February 26, 2010, the CTRMA issued a request for proposals (“RFP”) soliciting proposals from firms interested in providing HERO patrol services; and

WHEREAS, two firms submitted responses to the RFP, one of which was subsequently disqualified because their price proposal exceeded the fixed \$1.8 million budget for the HERO Program; and

WHEREAS, the selection committee has reviewed the remaining response to the RFP, submitted by W.P. Engineering Consultants, Inc., and has determined that W.P. Engineering Consultants, Inc. is qualified to provide HERO patrol services to the CTRMA; and

WHEREAS, in Resolution No. 10-28, dated March 31, 2010, the Board of Directors approved the selection of W.P. Engineering Consultants to provide the HERO patrol services subject to the negotiation of a contract for such services; and

WHEREAS, the CTRMA staff has negotiated a contract for the provision of the HERO patrol services, a copy of which is attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the execution by the Executive Director of the contract for the provision of HERO Patrol Services by W.P. Engineering Consultants, Inc. in the form or substantially the same form as attached hereto as Attachment "A".

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of May, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-44  
Date Passed: 05/26/10

**ATTACHMENT "A"**

**TO**

**RESOLUTION 10-44**

**Contract for Highway Emergency Response Operator (HERO) Patrol Services**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**AGREEMENT FOR**  
**HIGHWAY EMERGENCY RESPONSE OPERATOR PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**AGREEMENT FOR**

**HIGHWAY EMERGENCY RESPONSE OPERATOR PATROL SERVICES**

**THIS AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR PATROL SERVICES** (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2010, by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, 301 Congress Avenue, Suite 650, Austin, Texas 78701, hereinafter referred to as the "Authority", and **W.P. ENGINEERING CONSULTANTS, INC.**, having its principal business address at \_\_\_\_\_, hereinafter referred to as the "Contractor", for the purposes of contracting for highway emergency response operator ("HERO") patrol services.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to a Request for Proposals dated February 26, 2010 (the "RFP"), the Authority sought to identify and obtain the services of one or more qualified firms interested in providing HERO patrol services; and

**WHEREAS**, two firms submitted responses setting forth their price proposals and respective qualifications for the work; and

**WHEREAS**, Contractor was selected by the Authority as a qualified provider of HERO patrol services, and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided to the Authority at a fair and reasonable price.

**AGREEMENT**

NOW, THEREFORE, the Authority and Contractor, in consideration of the mutual covenants and agreements contained herein, mutually agree as follows:

**1. The Services.**

The Authority hereby retains the Contractor and the Contractor agrees to provide, pursuant to the terms and conditions set forth in this Agreement, highway traffic operations expertise to manage and operate HERO patrol services along a 32-mile segment of the IH-35 corridor in Central Texas, generally between mile marker 221.5 (the Travis County line) and Exit 79 in the City of Round Rock (the "Services"). The Services shall include providing staff, vehicles, and materials necessary for roadside assistance with vehicle breakdowns, assisting the Austin Police Department, other authorized law enforcement agencies, or other emergency and support response agencies with incident management following accidents, and facilitating roadway clean-up. The Services are more particularly described in (i) the Scope of Services set forth in Attachment "A", attached hereto and made a part hereof, and (ii) the Q&A set forth in Attachment "B", attached hereto and made a part hereof.

The Contractor shall perform the Services hereunder for the Authority as an independent contractor and not as an agent, employee, joint venturer, partner or other position. Contractor is expected to operate independently of the Authority but within the confines of this Agreement and shall commit the personnel and resources reasonably required to promptly and fully perform the responsibilities and tasks necessary to deliver the Services.

**2. Compensation.**

Compensation for Contractor’s work and other aspects of the mutual obligations concerning payment are as follows:

**A. Maximum Amount Payable.**

The maximum amount payable under this Agreement is \$1,800,000. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$1,800,000; *provided however*, that to the extent Contractor performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Authority, such services will not be subject to the maximum amount payable hereunder.

**B. Basis for Compensation.**

The Authority agrees to pay, and the Contractor agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, the mobilization costs, monthly labor costs, and charges for vehicles, equipment, and materials as set forth Contractor’s Cost Proposal, submitted by the Contractor to the Authority in response to the RFP and attached hereto and incorporated herein as Attachment “C”.

The Contractor shall prepare and submit to the Authority monthly invoices requesting payment and certifying the costs and charges incurred, including fuel usage, in providing the Services during the previous month. Each invoice shall be in a form acceptable to and shall provide such detail as is required by the Authority. The Contractor shall, upon request of the Authority, provide any additional records necessary to support the invoiced costs and charges. Additionally, the Contractor shall submit monthly progress reports in sufficient detail to support the progress of the work. Satisfactory progress of work shall be maintained as a condition of payment.

**C. Fuel Price Adjustment.**

The Authority shall maintain a record of average fuel prices and will make price adjustments for fuel usage quarterly based on the quantities of usage as documented by receipted invoices. An adjustment will be made only whenever the Average Fuel Index for the Quarter differs (positively or negatively) from the Basic Fuel Index by more than 20%. The Authority will calculate fuel adjustment on a quarterly basis using the following formula:

$$F = (QF - BF) \times G, \text{ where}$$

F = Fuel Price Adjustment

- QF = Average Fuel Index for the Quarter
- BF = Basic Fuel Index (as established on the date hereof as set forth below)
- G = Gallons of Fuel for Price Adjustment

The Authority will use the “Current” average price for “Diesel” from the *AAA’s Daily Fuel Gauge Report* for the Austin-San Marcos region as published at <http://www.fuelgaugereport.com/TXmetro.asp> to establish the Basic Fuel Index (BF). The Authority will use the “Month Ago” average price for “Diesel” published on the 3<sup>rd</sup> Friday of each month to calculate the Average Fuel Index for the Quarter (QF). Any positive Fuel Price Adjustment will be added to the amount due to Contractor the following month and, to the extent the Fuel Price Adjustment is negative, such calculated amount will be credited to the budget allowance for the fuel cost escalation.

*For illustrative purposes only:*

*Agreement execution date = May 5, 2010*

*From <http://www.fuelgaugereport.com/TXmetro.asp>, the “Current”, “Diesel” Average price for the Austin-San Marcos region = BF = \$3.095*

*From the same website, the following “Month Ago”, “Diesel” averages are collected:*

*Friday, July 16<sup>th</sup> = \$3.50*

*Friday, Aug 20<sup>th</sup> = \$3.75*

*Friday, Sept 17<sup>th</sup> = \$4.00*

*Average for Third Quarter (3 last months) = QF =  $(\$3.50 + \$3.75 + \$4.00) / 3 = \$3.75$*

*Is difference more than 20%? => Yes  $(\$3.75 - \$3.095) / \$3.095 = 21.2\%$*

*From receipted fuel invoices, the total fuel used for July, August, and September = 4,000 gallons*

*therefore:  $F = (\$3.75 - \$3.095) \times 4,000 = \$2,620$*

Because the difference was more than 20%, an additional \$2,620 would be paid to the Contractor on the following month’s invoice.

#### **D. Effect of Payments.**

No payment by the Authority shall relieve the Contractor of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Service, product, or other deliverable, the Authority determines that said Service, product, or deliverable does not satisfy the requirements of this Agreement, the Authority may reject the same and, if the Contractor fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Authority may immediately terminate this Agreement. Upon termination, Contractor shall have no further right to compensation under this Agreement other than any amounts that have accrued prior to, but have not been paid as of, the date of termination. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Contractor pursuant to the terms of this Agreement upon providing the Contractor prior written notice thereof.

#### **E. Place of Payment.**

Payments owing under this Agreement will be made by the Authority within thirty (30) days after receipt of the monthly invoice therefore, together with suitable supporting information. In the event the Authority disputes payment, the Authority will pay the undisputed portion when due. Payment shall be forwarded to the address shown for the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Time of Performance.**

The initial term of this Agreement shall be a maximum of two (2) years, commencing \_\_\_\_\_, 2010, (the “Effective Date”) and concluding \_\_\_\_\_, 2012 (the “Termination Date”), subject to earlier termination of the Agreement pursuant to Section 4. The initial term may be extended for up to three (3) successive one (1) year renewal periods upon mutual consent of the parties following the expiration of the initial two (2) year term, subject to the Authority’s procurement of additional funding for the HERO program.

Time is of the essence with respect to the performance and completion of the Services. The Contractor shall furnish all Services in such a manner and at such times as the Authority may require.

**4. Early Termination & Termination for Default.**

This contract may be terminated prior to the Termination Date: (a) by the Authority in the event of Contractor’s material breach of any provision of this Agreement or other failure of Contractor to perform any of Contractor’s obligations under this Agreement in the manner and time required, in the Authority’s sole discretion, following thirty (30) calendar days advanced written notice of the nature of the breach or failure to perform and demand to cure by the Authority to Contractor, and Contractor fails to fully cure any alleged breach or failure to perform, in the Authority’s sole discretion, within such thirty (30) calendar day period; or (b) by the Contractor, upon the failure of the Authority to fulfill a material obligation set forth herein after having been provided with written notice of the alleged failure by Contractor and a thirty (30) day period in which to begin action to correct the alleged failure.

The Authority shall be the sole judge in determining the value of the work performed by the Contractor prior to termination. Should the Authority terminate this Agreement as provided in this Section 4, no fees of any type, other than fees due and payable at the time of termination for work performed and acceptable to the Authority, shall thereafter be paid to the Contractor, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the Contractor’s breach of this Agreement or failure to perform, together with the right to set off other amounts owed to the Contractor.

The Authority’s rights and options to terminate this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority



to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Contractor under this Agreement, except the obligations set forth in Paragraph 10.

**5. Suspension or Modification of Services.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Services, but not terminate this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt by the Contractor of written notice from the Authority. Similarly, the Authority may limit, or cancel any portion of the Services previously assigned to the Contractor in accordance with this Agreement.

**6. Personnel, Equipment & Materials.**

The Contractor shall provide, at its own expense, adequate and sufficient personnel, equipment, and materials, in the reasonable opinion of the Authority, to perform the Services with due and reasonable diligence. Except as otherwise specified or agreed to by the Authority, the Contractor shall furnish all equipment, supplies, and materials required for the Services under this Agreement.

**7. Performance Reviews & Inspections.**

As directed by the Authority, representatives of the Contractor shall meet with the Authority's Director of Operations and/or his designee(s) upon request to assess the Contractor's progress under this Agreement and performance of the Services. The Contractor shall provide reports and permit inspections of its Services and work when requested by the Authority, including allowing the Authority to review customer comments and documentation concerning incident response times. Nothing contained in this Agreement shall prevent the Authority from scheduling such other performance reviews with the Contractor or inspections as the Authority determines to be necessary.

**8. Insurance.**

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

**A. Workers' Compensation Insurance.**

In accordance with the laws of the State of Texas, an employer's liability coverage with a limit of not less than \$500,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.

**B. Commercial General Liability Insurance.**

With limits not less than \$1,000,000 for bodily injury, including death for any one occurrence, and \$1,000,000 for property damage for any one occurrence, with an aggregate limit of \$2,000,000. A “Waiver of Subrogation” in favor of the Authority shall be provided.

**C. Business Automobile Liability Insurance.**

Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person for any one occurrence and \$1,000,000 for property damage for any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Contractor’s obligations under this Agreement. A “Waiver of Subrogation” in favor of the Authority shall be provided.

**D. General for All Insurance.**

The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service); and (c) otherwise acceptable to the Authority.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 9.B. and C., above, shall name the Authority additional insureds and shall protect the Authority, the Contractor, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 11, below, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 9.A., B., and C. the following statement: “This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 301 Congress Avenue, Ste. 650, Austin, TX 78701, Attention: Director of Operations.”

**9. Compliance with Laws, Authority Policies, and American Recovery & Reinvestment Act Requirements.**

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or the Texas Department

of Transportation in any matter affecting the performance of Services under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the Authority's policies and procedures. When requested the Contractor shall furnish the Authority with satisfactory proof of compliance with laws, statutes, ordinances, rules, regulations, codes, orders, and decrees.

The Services are funded under the American Recovery and Reinvestment Act of 2009 ("ARRA"). Therefore, in addition to complying with all applicable federal and state laws and regulations, the Contractor shall comply with all requirements of ARRA, including, but not limited to: 1) the periodic reporting requirements set forth in Section 1201(c), Section 1512(c), and Section 1609, including the submission of required forms FHWA 1585, FHWA 1586, FHWA 1587, and FHWA 1589; 2) the Disadvantaged Business Enterprise ("DBE") requirements set forth in Section 1101(b) of Public Law 109-59 and more particularly described in Attachment "D", which is attached hereto and incorporated herein; and 3) Federal Minimum Wage requirements.

**10. Indemnification.**

**THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONTRACTOR'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS WITH RESPECT TO THE CONTRACTOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE INDEMNIFIED ENTITY(S) IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS, OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE INDEMNIFIED ENTITY (S) FROM AND AGAINST THE PERCENTAGE OF NEGLIGENCE ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND CONTRACTORS OR TO THEIR CONDUCT.**

**11. Conflicts of Interest.**

The Contractor represents and warrants to the Authority that as of the Effective Date of this Agreement, it has disclosed any conflicts or potential conflicts of interest, including all contractual or informal business arrangements or agreements between the Contractor and any member of the CTRMA staff or CTRMA Board of Directors, any entity that provides services to

the CTRMA or the Texas Department of Transportation, and any governmental entity or political subdivision within the geographic area encompassed by the CTRMA. The Contractor further represents and warrants that it shall comply with the Conflict of Interest Policy for Consultants adopted as long as this Agreement is in effect.

**12. Coordination of Contract Documents.**

The Contractor’s HERO Patrol Services Proposal and all appendices thereto, dated February 26, 2010, and submitted by the Contractor to the Authority in response to the RFP (the “Technical Proposal”) is attached hereto and incorporated herein as Attachment “E” for all purposes, provided, however, that in the event of any conflict between said Proposal and any other provision of, appendices, or exhibits to this Agreement, the Proposal shall be subordinate and the provision, appendices, or exhibits of this Agreement shall control.

**13. Relationship Between the Parties.**

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the Authority and the Contractor shall be one of an independent contractor. The Contractor acknowledges and agrees that neither it nor any of its employees or subcontractors shall be considered an employee of the Authority for any purpose. The Contractor shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the Contractor nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the Contractor or its employees or subcontractors represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The Contractor shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, or subcontractors, or any other person.

**14. Reports of Accidents.**

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subcontractor or employee of a subcontractor of the Contractor) which results from or involves any action or failure to act of the Contractor or any employee, subcontractor, employee of a subcontractor, or agent of the Contractor or which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The Contractor also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor’s performance of the Services under this Agreement.

**15. Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the Authority, the Contractor, and their respective heirs, executors, administrators, successors, and permitted assigns. The Contractor shall not assign, subcontract, or transfer any part of the work or obligations included under or its interest in this Agreement without the prior written consent of the Authority. Responsibility for any subcontracted, assigned, or transferred work shall remain with the Contractor.

**16. Severability.**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**17. Captions.**

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

**18. Prior Agreements.**

This contract constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral contracts between the parties regarding the subject matter defined herein.

**19. Notice.**

All notices required under this contract shall be personally delivered or mailed to the parties at the following respective address. Notice shall be deemed given (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight carrier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid.

To the *Authority*:

Central Texas Regional Mobility Authority  
301 Congress Avenue, Ste. 650  
Austin, Texas 78701  
Attn: Ron Fagan, Director of Operations

With a copy to:

Locke Lord Bissell & Liddell, LLP  
100 Congress Avenue, Suite 300

Austin, Texas 78701  
Attn: C. Brian Cassidy

To the **Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

**20. Controlling Law; Venue.**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties acknowledge that venue is proper in Travis County, Texas for all disputes arising under this Agreement and waive the right to sue and be sued elsewhere.

**21. Authorization.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

IN WITNESS HEREOF, the Authority and the Contractor have executed this contract on the \_\_\_ day of \_\_\_\_\_, 2010.

CONTRACTOR:

AUTHORITY:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment “A”  
Scope of Services**

**Attachment "B"**  
**Q&A**



Question 1:

What are the CTRMA's holidays to be considered in the scheduling of operations?

**Response:**

*The Holidays excluded from HERO Patrol Services are as follows:*

*Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Texas Independence Day*

Question 2:

Is a dispatcher required for the same hours of operation (6 a.m. to 8 p.m.) as the patrols?

**Response:**

*Yes, the Dispatcher should be on duty during all scheduled hours of operation.*

Question 3:

Can you clarify proposal Item #7 "Fuel Price Adjustment" and if it is to be considered in the \$1.8 million budget?

**Response:**

*The purpose of this item is to provide a budget allowance to accommodate a fuel cost escalation factor which will be applied to fuel costs on a monthly basis. This item is included in the \$1.8 million dollar budget.*

**Attachment "C"**  
**Cost Proposal**

**Attachment "D"**  
**DBE Requirements**

**Attachment “E”  
Technical Proposal**

**ATTACHMENT A**

**SCOPE OF SERVICES  
HIGHWAY EMERGENCY RESPONSE OPERATOR (HERO) PATROL SERVICES**

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**SCOPE OF SERVICES  
HIGHWAY EMERGENCY RESPONSE OPERATOR (HERO) PATROL SERVICES**

**1.0 GENERAL DESCRIPTION OF SERVICES**

The Contractor shall furnish all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies, and incidentals necessary to provide Highway Emergency Response Operator Patrol (HERO Patrol) services along a 31-mile IH-35 corridor to minimize traffic congestion and improve highway safety by clearing damaged or disabled vehicles from the roadway lanes or shoulders and providing traffic control and scene protection at any incident. The corridor shall include the parallel frontage roads and limited distances east and west of the corridor along major arterial routes although priority for response during peak periods and multiple incident occurrences shall be along the mainlanes, provided that the referenced distance east and west of the corridor shall include only such area established as a temporary detour by authorized law enforcement.

The services to be provided by the Contractor shall include, but not be limited to, patrolling IH-35 and rendering motorist assistance (i.e., clearing disabled vehicles from travel lanes, changing flat tires, jump-starting batteries); mitigating and removing minor non-hazardous spills (not to exceed five (5) gallons) and debris from the highway; assisting the Austin Police Department (APD), other authorized law enforcement agency, and other emergency and support response agencies during incidents, and having a basic knowledge and recognition of hazard materials and immediately reporting such spills to the appropriate authority. The Contractor shall additionally designate one of its patrol operators to participate in the Austin-area Incident Management for Highways (AIMHigh) Team meetings that occur every other month to encourage coordination and cooperation with other area incident responders.

The Contractor shall provide vehicles and personnel to patrol three (3) approximate 10-mile zones along the IH-35 corridor from 5:30 AM to 8:30 PM, Monday through Friday with patrols occurring between 6:00 AM to 8:00 PM, Monday through Friday, except for Authority approved holidays, unless otherwise requested by the Authority under additional services.

**1.1 Patrol Zones**

The service limits extend from S. Mays Street, Round Rock to Mile Marker 221.5 at the Travis County line a centerline length of approximately 31 miles. Three (3) potential patrol zones (depicted in Figure 1), and the anticipated number of HERO Patrol vehicles necessary to meet response time requirements, are identified as follows:

Route	Zone Limits (north to south)		Approximate Centerline Mileage	Number of HERO Patrol Vehicles
IH-35	North	S. Mays Street (Round Rock) to U.S. 183/Research Boulevard (Austin)	12.2	1
	Central	U.S. 183/Research Boulevard (Austin) to U.S. 290 W./S.H. 71 E. (Austin)	10.1	1
	South	U.S. 290 W./S.H. 71 E. (Austin) to Mile marker 221.5 (Travis County line)	8.8	1
<b>Total</b>			<b>31.1 miles</b>	<b>4 vehicles</b>

The Contractor may suggest alternate patrol zones and/or vehicle requirements as long as response time requirements are able to be met. The Contractor shall also retain a fully-equipped "backup" vehicle identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a total of four (4) HERO Patrol vehicles.

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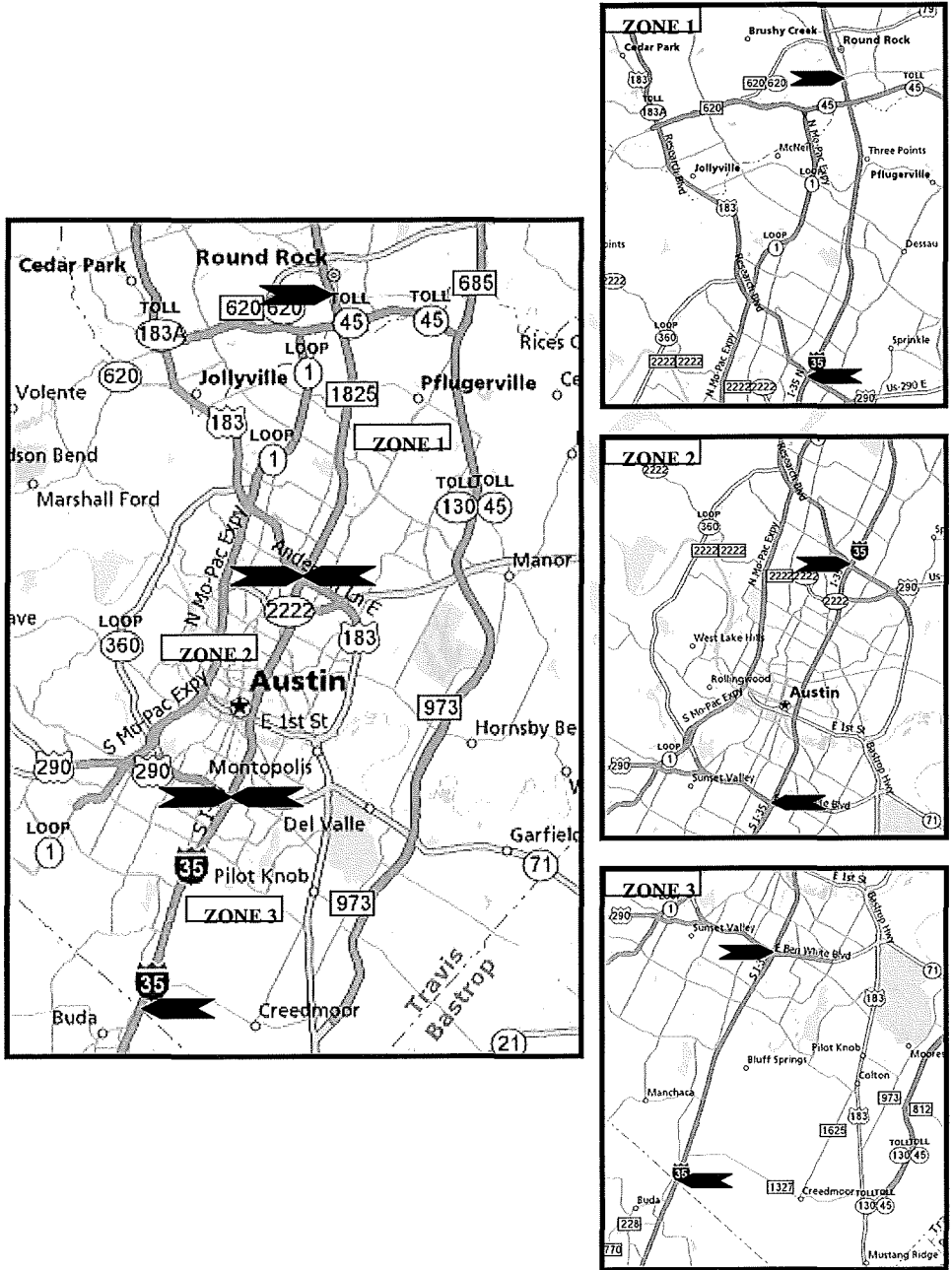


Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones

### ***1.2 Hours of Operation***

The Contractor shall provide vehicles and personnel to patrol the IH-35 corridor from 6:00 AM to 8:00 PM (14 hours a day), Monday through Friday (five days a week), excluding Authority approved holidays. The HERO Patrol shall operate regardless of weather conditions. Weekend and overtime work to accommodate significant special events or other may be required and must be authorized by the Authority or its designate. It being understood that the cost of any such approved weekend or overtime work will be borne by the Authority and such costs will not be included in the maximum amount payable under this Agreement.

At the beginning of each patrol shift, the Contractor shall dispatch one (1) vehicle to each of Zones 1, 2, and 3. In Zone 2, because of its limited access points, HERO Patrol vehicles shall only travel on the elevated portion of the roadway in response to an incident. The operators of such vehicles shall not congregate in the zones unless multiple units are required to respond to a single or secondary incident in the same location.

### **2.0 PROGRAM OVERSIGHT**

The Contractor shall currently be in the business of providing courtesy or highway emergency response services, with a minimum of 24 months in operation.

#### ***2.1 Contractor Project Manager***

The Contractor shall identify a Contractor Project Manager for this project. The Project Manager shall:

- coordinate shift schedules with no gaps in service and no more than 12 consecutive hours worked by an individual;
- ensure personnel are actively monitoring designated HERO Patrol zones;
- not permit any assigned patrol area to be left abandoned without Authority approval;
- maintain continuous awareness of the quality and completeness of the work performed by personnel; and
- make periodic joint inspection checks with the Authority as requested by the Authority.

As the primary point of contact for the Authority, this person shall:

- be thoroughly knowledgeable and experienced in relation to all the aspects of the services required in this Scope of Services;
- have the administrative authority to deal with any situation in relation to the personnel and HERO Patrol operation;
- be available to the Authority during normal hours of operation through a reliable, toll-free or local area code phone number; and
- have a verbal response time of thirty (30) minutes during normal hours of operation and an on-site response time of one (1) hour after receiving a call from the Authority.

The Contractor and their Project Manager shall be required to meet with the Authority for informal progress meetings as determined by the Authority. Meetings will be held on an as-needed basis and scheduled on dates agreed upon by the Contractor and the Authority.

If during the term of this Agreement, a new Project Manager is to be employed by the Contractor to meet the provisions of the Agreement, the Contractor's new Project Manager shall be available to meet with the Authority. The two parties shall meet at a time mutually convenient for both parties during regular "business hours" to discuss work requirements prior to the Contractor's new Project Manager assuming the responsibilities of this Agreement. At no time shall the Authority be left without a contact that meets the provisions specified herein for the Contractor's Project Manager. An interim Project Manager shall be assigned if the Contractor's Project Manager is away or the position is temporarily open.

## ***2.2 Shift On/Off Locations and Re-fueling/Re-equipping Locations***

The locations where HERO Patrol operators pick-up their trucks to begin or end their shifts shall be within two (2) miles of IH-35 and within ten (10) miles of the nearest point of their assigned patrol zone. Similarly, the locations where HERO Patrol operators refuel and/or replenish their supplies shall be within two (2) miles of IH-35 and within ten (10) miles of the nearest point of their assigned patrol zone. The Authority may make exceptions/adjustments to this policy for new/changed patrol areas to the extent additional funds become available. The Contractor will utilize Texas Department of Transportation (TxDOT) District facilities for the storage of the HERO Patrol vehicles and expendable supplies/materials; provided however, that neither the Contractor nor any HERO Patrol Operator will perform any vehicle or other maintenance activities at such facility.

As soon as HERO Patrol operators reach IH-35, they shall be available to assist motorists and perform other duties as described in this Agreement. At shift changes, the Contractor shall be allowed a maximum of thirty (30) minutes from the time a unit leaves IH-35 until the time the unit must be back on IH-35 to change HERO Patrol operators, fuel/inspect vehicles and re-stock supplies.

The facilities where HERO Patrol operators pick-up/drop off their trucks to begin/end their shifts shall be in locations that meet all local zoning requirements for the purpose. The facilities shall be maintained in a clean and orderly manner, consistent with the image that the Authority maintains with their facilities. All HERO Patrol supplies and materials (i.e., flares, fuel, etc.)

shall be stored in a manner consistent with the fire safety code. If the facility is also used for purposes other than the HERO Patrol program, the portion where HERO Patrol vehicles are stored shall be segregated by fencing and clearly marked with appropriate signage. Only HERO Patrol vehicles and vehicles that personnel working under this Agreement use to commute may be stored/located in the HERO Patrol program portion. There shall be no wrecked or disassembled (partial or otherwise) vehicles or vehicle parts stored in this area.

### **2.3 HERO Patrol Shift Changes**

The Contractor shall arrange their shift changes to ensure that no more than half the HERO Patrol vehicles are away from their zones at any one time.

The Authority is not specifying shift change hours, however they shall coincide with low traffic volume hours. For example, shift changes between 11:00 AM and Noon or 1:00 PM and 2:00 PM are preferred over a shift change between Noon and 1:00 PM but are not mandated.

Shift duration is presumed to be approximately eight (8) hours. Shifts of longer than nine (9) hours will be considered, however the Contractor must provide sufficient information to alleviate concerns regarding safety, driver fatigue and ability to meet Agreement specifications.

The Contractor shall submit their plan for shift change times, duration of shifts, and staffing requirements to the Authority for approval prior to implementation. Changes to the Contractor's plan during the Agreement period shall also be submitted for approval prior to their implementation.

When a HERO Patrol operator receives a request for service or assistance near the end of the operator's shift from the Authority or law enforcement agency, the operator shall respond prior to making a shift change. The Authority shall pay the Contractor for the extended period, providing the services required an additional unit over and above the number normally on duty. The rate of payment shall be the same as that for regular working hours and the period for payment shall be calculated to the nearest one-half (1/2 hour), and any such payment will be budgeted for by the Authority.

HERO Patrol operators, prior to their patrol, shall visually inspect the vehicle for any damage, check the vehicle and verify if the required service equipment, tools, supplies, etc. are functional and available. Each HERO Patrol operator must complete a Vehicle Inspection Form, a copy of which is attached as Appendix A, prior to commencing patrol.

### **2.4 HERO Patrol Dispatch**

HERO Patrol services shall be dispatched from the Combined Transportation, Emergency and Communications Center (CTECC) located at 5010 Old Manor Road, Austin, Texas 78723. A console position on the CTECC operations floor shall be made available by TxDOT for the purpose of HERO Patrol dispatch. The Contractor shall provide or arrange for its own dispatcher.

### ***2.5 Inspections by the Authority***

The Authority, at its discretion, may perform simultaneous inspections with the Contractor and/or random inspections after a Contractor inspection to evaluate the Contractor's work for correctness and quality.

Should the Authority find any discrepancies, the Contractor shall have twenty-four (24) hours to resolve them. Failure to resolve these discrepancies within this time frame may result in Contractor's placement in non-compliance status.

The Authority shall have the right to visit the site/area/Authority location where the services are being performed/provided by the Contractor for inspection of the facilities, work, and the products of the Contractor at any time. Any unsafe or poorly maintained vehicle, or improperly equipped vehicles, as determined by the Authority shall be recommended for removal from service and replaced at no cost to the Authority. The Contractor shall replace or repair vehicle(s) removed from service within thirty (30) minutes of receiving notification to do so from the Authority.

### ***2.6 Promotional Activities***

The purpose of promotional activities is to gain public support and acceptance for this program to reduce non-recurring congestion and improve safety for continued operation along the IH-35 corridor and future expansion to other roadways in the region.

The Contractor shall cooperate with the Authority or its designate on all promotional activities. Promotional activities may include but not be limited to the following:

- press releases which will be issued by the Authority;
- public service announcements;
- attendance/presentations at community meetings;
- informational brochures;
- sponsorship advertisements (e.g., vehicle logos, roadside acknowledgement signing); and
- any other media to accomplish the goals of the HERO Patrol program.

### **3.0 DETAILED DESCRIPTION OF SERVICES**

The Contractor shall stage vehicles at appropriate, high-visibility locations within the designated zone when not directly responding to an incident, conducting only periodic patrols (i.e., after 30 stationary minutes) through the zone to quickly detect any unreported debris or incidents. Based on direct observation or via requests for service through dispatch, the Contractor shall respond to and provide three general categories of service:

1. Remove light debris (e.g., tires, hubcaps, ladders, buckets, lumber, upholstered cushions, mattresses, bicycles, etc.) from the travel lane or shoulder of the roadway.
2. As more fully described in Section 3.2 hereof, locate, assist, and/or remove disabled vehicles:

- from the left or right shoulder of the highway segment. The HERO Patrol operator shall provide assistance (i.e., change a flat tire, supply gasoline, etc.) in an effort to make the vehicle operational. When and where conditions warrant (i.e., if the vehicle is on the right shoulder and the shoulder is at least 10 feet wide), service may be executed on the highway shoulder. Where conditions do not warrant, HERO Patrol operators will remove the vehicle from the highway to the nearest safe area (refer to the last paragraph in this article for a description of safe area) before rendering assistance.
  - in the traffic lane of the highway segment. All disabled vehicles shall be moved to the nearest safe area (preferred), right or left shoulder, off-ramp, etc. before rendering assistance. When and where conditions warrant (i.e., if the vehicle is on the right shoulder and the shoulder is at least 10 feet wide), service may be executed on the highway shoulder only if the assistance will make the vehicle operational. Where conditions do not warrant, HERO Patrol operators will remove the vehicle from the highway before rendering assistance.
3. Assist other emergency and support response personnel as requested, concerning a crash or other emergency on the highway segment.

When notified of an incident through dispatch, the HERO Patrol operator shall arrive on the scene within fifteen (15) minutes (on average per month) and immediately initiate service. The Contractor shall document the circumstances for each incident for which the fifteen (15) minute response time requirement was not met. Repeated failure to meet the fifteen (15) minute (on average per month) response time may result in termination of this Agreement.

Prior to initiating operations, the Contractor shall identify appropriate safe areas in each of the patrol zones. A safe area is a space for parking disabled vehicle if the roadside shoulder space is not sufficiently wide (i.e., at least 10 feet wide). Safe areas are necessary to keep emergency lanes open, especially on bridges or areas restricted for space for vehicles to travel. Designated safe areas shall be located as close as reasonably possible to the highway segment but not within 30 feet from the nearest travel lane, and shall be well lit. If the designated safe area is a business, the length of time that a vehicle is allowed to remain on-site before the business may have the vehicle removed at the owner's expense should be predetermined and clearly relayed to the vehicle owner. The Contractor shall not receive any payment or compensation of any kind from such businesses in connection with, or as a result of, the program services. Failure to comply will be grounds for termination of the Agreement.

### **3.1 Remove Debris**

The Contractor shall pick up all roadway litter and debris in the mainlanes or that is obstructing traffic and that poses a hazard to motorists and appropriately dispose of it. Debris may include but is not limited to tires, hubcaps, ladders, buckets, lumber, upholstered cushions, mattresses, bicycles, etc. Disposing of debris gathered during the patrols and generated during incidents are the responsibility of the Contractor. The Contractor shall use appropriate containers to store materials collected from travel lanes or at the incident sites during cleanup. The Contractor shall dispose of debris and materials in a safe and appropriate manner and in accordance with local ordinances and regulations.

For dead animals that pose a traffic hazard, the HERO Patrol operator shall relocate the carcass out of the travel lanes and/or well off of the shoulders. The HERO Patrol operator shall notify the proper authority charged with removing the animal, providing a description of the location and type of animal as necessary. HERO Patrol operators are not responsible for disposing of dead animals. Should a HERO Patrol operator find a live animal in a vehicle that is otherwise unoccupied, they shall notify the APD or other authorized law enforcement agency and request assistance. If the animal is loose and, the HERO Patrol operator can do so without placing themselves in danger, they may attempt to tether the animal until law enforcement or other authority arrives.

After making an initial attempt, if the HERO Patrol operator is unable to remove debris or obstructions on the roadway or paved shoulder area because of its size or weight, the HERO Patrol operator shall request assistance from another HERO Patrol operator. If both HERO Patrol operators are unable to remove the debris or obstructions, the HERO Patrol operators shall notify dispatch and request appropriate removal resources/equipment to the scene.

The Contractor shall not be required to handle hazardous materials, but shall be responsible for reporting hazardous material spills as specified by the Texas Commission on Environmental Quality (TCEQ).

### ***3.2 Locate, Assist, and/or Remove Disabled Vehicles***

The Contractor shall promptly, courteously, and skillfully assist motorists with removing disabled vehicles from roadway. Such services may include:

- changing flat tires,
- giving air to low tires,
- adding gasoline/diesel,
- adding water to radiators,
- providing battery jump starts,
- performing minor vehicle repairs where feasible if they can be remedied quickly (fifteen (15) minutes maximum),
- relocating the vehicle out of a travel lane or off of a shoulder—by either pushing or pulling the vehicle—to a safe location off the roadway with the least practical delay, provided that Contractor shall not be obligated to relocate the vehicle more than 100 yards or to a distance that would reasonably be expected to create or exacerbate further safety concerns,
- calling towing service if needed,
- calling for emergency service if needed,
- transporting stranded motorists to a safe location off the roadway,
- providing cell phone service, and/or
- providing drinking water to stranded motorists.

Prior to providing services, the HERO Patrol operator shall advise the motorist of the following:

1. Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge by the Central Texas Regional Mobility Authority through funds made available by the *2009 American Recovery and Reinvestment Act*.
2. The HERO Patrol operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.
3. Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls using the HERO Patrol operator's cellular telephone to make arrangements for further service, towing, or transportation.
4. All costs for further service, towing, or transportation must be paid by the motorist.

The HERO Patrol operator shall not charge any fees, accept any gratuities, recommend or comment on the quality of any specific towing or repair service. Violation of this requirement shall constitute grounds for immediate removal of the HERO Patrol operator and/or termination of the Agreement.

If a vehicle must be relocated to a safe location (i.e., because it is blocking a travel lane or otherwise deemed a traffic hazard) and the motorist consents, the HERO Patrol operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes. Methods for removing the vehicle may include but are not limited to: (1) providing minor mechanical repairs or supplies allowing the vehicle to be removed under its own power, (2) utilizing the push bumper if it will not result in undue damage to either the involved vehicle or the Contractor's vehicle, or (3) utilizing tow straps. The HERO Patrol operator shall use all safety precautions and procedures considered appropriate. If the motorist refuses to move or have the vehicle moved, the HERO Patrol operator shall provide the motorist with a copy of the Texas Transportation Code §550.022 and §545.305 printed on a card which details the driver's responsibilities to move the vehicle and authorizes law enforcement to remove the vehicle without driver consent. If the motorist continues to refuse to move the vehicle, the HERO Patrol operator shall contact APD or other authorized law enforcement agency for assistance and remain on the scene until law enforcement personnel arrive.

Once the vehicle is relocated, each motorist has the option to request a tow or make their own arrangements for removal of their vehicle from the safe area, left or right shoulder, off-ramp, etc. If a motorist does not request a specific towing service or repair facility, the HERO Patrol operator shall contact APD or other authorized law enforcement agency and request that towing service be provided through the towing service rotation system. In no event shall the HERO Patrol operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the HERO Patrol operator shall provide a cellular telephone for use by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the motorist's expense. The motorist must move their vehicle from TxDOT's right-of-way within 48 hours or the vehicle may be impounded at the owner's expense.

The HERO Patrol operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The HERO Patrol operator shall remain with a motorist in dangerous environs until help arrives or they can be relocated to a safe



area. The HERO Patrol operator shall also remain with a motorist who expresses concern over their safety if the HERO Patrol operator leaves. The HERO Patrol operator shall, at the request of the motorist, transport the motorist and passengers to nearest safe area within the patrol zone. When transporting people, immediately prior to beginning the transport, the HERO Patrol operator shall radio in the location and beginning mileage to the dispatcher. Immediately upon arrival at the drop off point, the HERO Patrol operator shall again radio in the mileage and the fact that the transport is complete. The HERO Patrol operator shall not transport a motorist or passengers to a private residence.

Unless responding to a dispatch or emergency, the HERO Patrol operator shall not pass up any stranded motorist in any zone described in this Agreement, regardless of whether or not he or she is in their assigned patrol area. If the HERO Patrol operator must pass a disabled motorist because they are responding to a dispatch or emergency, they shall notify dispatch or an alternate HERO Patrol operator of the location of the stranded motorist.

### ***3.3 Assist Other Emergency and Support Response Personnel***

The HERO Patrol operator shall render assistance to other emergency and support response personnel when requested. Such services may include:

- providing initial and updated on-site information to the dispatcher as conditions change or routinely (i.e., every 15 minutes) as appropriate depending on incident conditions;
- immediately notifying the appropriate dispatch center of:
  - an incident requiring emergency services,
  - major incidents resulting in road or lane closures of more than one (1) hour,
  - fires near or on the roadway,
  - large spilled loads or large debris,
  - roadway icing or flooding,
- responding to and initiating clearance procedures for minor, property-damage-only vehicle crashes that pose a safety hazard or result in traffic congestion;
- extinguishing minor vehicle fires and reporting larger fires to the proper authority;
- mitigating the impacts of motor vehicle fluid spills (i.e., lubricants, fuels) in quantities less than five (5) gallons. Such services may include, providing quick clean-up using absorbent materials;
- assisting APD, other authorized law enforcement or other emergency and support response agencies establish traffic control and scene protection using signs, flares, cones, flagging, flashing lights, etc. during incidents;
- observing dynamic message signs (DMS) and traffic flow conditions and reporting major problems to proper authorities;
- reporting road damage to proper authorities, and

- participating in bimonthly Austin-area Incident Management for Highways (AIMHigh) Team meetings (one HERO Patrol operator designate minimum) and as-needed incident debriefs or after-action reviews (each HERO Patrol operator involved in the subject incident).

At the scene of an incident, HERO Patrol operators shall follow the instruction of, and obey the orders of on-scene law enforcement personnel.

### **3.4 Abandoned Vehicles**

When an abandoned vehicle is observed (as defined in Texas Transportation Code §683.002) in the travel lane, on the shoulder, or otherwise considered to be a potential safety hazard, the HERO Patrol operator shall immediately contact APD or other authorized law enforcement agency to report the vehicle's location, make, color, body type, and license plate number and request towing services to remove the vehicle from the safe area.

### **3.5 Hurricanes and Evacuations**

The Contractor shall make resources available for providing services during a hurricane or other emergency level evacuation, as directed by the Authority. Responsibilities may include keeping the evacuation routes clear of debris or disabled vehicles and keeping all lanes open, including the emergency lanes.

During hurricane evacuations emergencies, the Contractor may be asked to expand the designated service area (using the same number of vehicles) to provide disabled vehicle assistance until such time as normal traffic operations has resumed. It being understood that the cost of any such expansion of service area will be borne by the Authority and such costs will not be included in the maximum amount payable under this Agreement.

### **3.6 Damage to Person or Property**

The Contractor shall repair, at the Contractor's expense, any damage caused by negligence of the HERO Patrol operator to the Authority's or motorist's property while performing service under the Agreement. The Contractor shall notify the Authority, in writing, of any and all "claims" of injury or damage by the Contractor within twenty-four (24) hours of the claim being made.

The Authority will not be responsible in any manner for any loss or damage to equipment, property, or injury to or death of any persons, either workers or the public caused by the negligent act or omission of Contractor or its employees or agents. The Contractor shall be responsible for any liability imposed by law for injuries to or the death of any persons or damages to property resulting from any cause whatsoever during the performance of the Agreement.

## **4.0 OPERATOR GUIDELINES AND REQUIREMENTS**

### ***4.1 Operator Qualifications***

HERO Patrol operators shall:

- be at least 18 years of age;
- be able to speak and understand English fluently;
- hold a valid, minimum Class C State of Texas driver's license in accordance with the Texas Motor Vehicle Code;
- have a safe driving record:
  - no major traffic offenses (e.g., reckless driving, driving under the influence of intoxicants, failing to perform the duties of a driver, criminal driving while suspended or revoked, fleeing or attempt to elude a police officer) in the last 24 months;
  - no felony revocation of driving privileges or felony or misdemeanor driver license suspension within the last 24 months;
  - not more than three moving traffic violations in the last 12 months; and
  - no careless driving conviction in the last 12 months;
- demonstrate the ability to exercise sound judgment;
- possess mechanical background to perform the required vehicle repairs;
- be physically fit—capable of walking unassisted a minimum of 300 yards, accessing the underside of vehicles, and lifting and carrying up to 50 pounds;
- be drug free; and
- have no conviction or deferred adjudication for a felony, or a Class A or B misdemeanor within the last seven (7) years—convictions or deferred adjudications for Class C misdemeanors or for a felony or misdemeanor outside the last seven (7) years will be reviewed on a case-by-case basis.

HERO Patrol operators shall be competent in the act of operating the HERO Patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide history of the proposed HERO Patrol operators, including driving record, for review and acceptance by the Authority prior to assigning HERO Patrol operators to HERO Patrol vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs.

HERO Patrol operators shall have a safe driving record prior to beginning operations and maintain a safe driving record throughout the term of the Agreement. The Contractor shall provide the Authority with updated HERO Patrol operator driver's license checks every six (6) months. The Authority may conduct additional driving record checks at any time.

A criminal history record check conducted by the State's Department of Public Safety (DPS), Crime Records Service and utilizing the Texas DPS Computerized Criminal History (CCH)

System and the Federal Bureau of Investigation's National Crime Information Center (NCIS) databases shall be provided by the Contractor to the Authority for each employee (HERO Patrol operator) when hired. Re-checks shall be conducted every six (6) months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide the Authority with employee (HERO Patrol operator) driver's license checks every six (6) months. The Authority may conduct additional criminal checks at any time.

The Contractor must have, subscribe to, and practice a drug-free work environment program that is in compliance with the Texas Administrative Code (TAC), Title 28, Part 2, Chapter 169, and consistent with their signed drug-free workplace affidavit and ensures a high compliance and regard for public safety. The Contractor shall provide proof, by a licensed medical practitioner or technician, that all HERO Patrol operators are drug free prior to beginning operations. HERO Patrol operators shall undergo additional testing at a minimum of every six (6) months.

The Authority reserves the right to reject HERO Patrol vehicle operators prior to being assigned duties (such rejection to be reasonable and the Authority shall provide in writing to Contractor its reasons for such rejection), to require dismissal of any employee who is not suitable or is not able to perform the required duties, and/or bar an employee from further service under this Agreement at any time.

#### ***4.2 Operator Conduct and Grooming***

The HERO Patrol operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Authority. In general, HERO Patrol operators shall:

- be professional and courteous at all times;
- be well groomed and clean, with no offensive body odor;
- have hair (including facial hair if worn) that appears natural in color and is neatly trimmed;
- limit fingernail length to not more than 1/4 inch beyond the tip of the finger;
- limit jewelry to only one ring/ring set per hand and one earring per ear, which shall not exceed the size of a quarter in diameter and which shall be worn on the lobe of the ears—jewelry which requires body piercing or appears to require piercing may not be worn if it is visible to the public;
- have no offensive visible tattoos; and
- display clearly visible nameplates over their left breast pocket reflecting their first name;
- wear clean and standard uniforms that cannot be easily replicated by imposters and that are in good repair and appearance.

Jeans or cutoffs and athletic sneakers will not be permitted. Clothing/caps must be free from adornment, ornamentation, printing, pictures, or offensive language. No emblems, patches, names, or logos will be permitted on clothing, unless authorized by the Authority.

### **4.3 Training Requirements**

All HERO Patrol operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Agreement award:

- Safe Practices for Traffic Incident Responders (Course HWS020 available through the Texas Engineering Extension Service (TEEX));
- Certification and Training in CPR;
- Certification and Training in Basic First Aid;
- Certification and Training in Basic Maintenance of Traffic (MOT):
  - HERO Patrol operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show them a training video in conjunction with hands-on training to that the new employees understand the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the HERO Patrol operator can attend the required training. HERO Patrols operators are required to attend a refresher MOT course annually; and
- Dynamic Message Sign (DMS) Operational Training (HERO Patrol operators) and DMS manufacturer preventive maintenance user-level training (Contractor maintenance personnel).

New HERO Patrol operators hired after Agreement award shall also be required to obtain the following training and certifications within (60) days of hire. The cost for training and licensing HERO Patrol operators is the responsibility of the Contractor. If the Contractor chooses to do their own training, they must be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all HERO Patrol operator certifications remain valid for the duration of the Agreement. Under no circumstances shall a HERO Patrol operator be allowed to operate under this Agreement if their various mandatory certifications training have expired.

The Contractor shall document that HERO Patrol operators have completed these training requirements. The Contractor shall maintain a current listing, by HERO Patrol operator names, documenting the types of training received, date training was received, date training certification expires, location of training and instructor's name. The list shall be provided to the Authority each quarter of the calendar year, beginning with the effective date of this Agreement.

In addition to formalized training, Contractor will make every reasonable effort for each HERO Patrol operator to accompany an APD Highway Enforcement officer for at least one full shift prior to patrolling the highway segment and any new HERO Patrol operator assigned by the Contractor to the HERO Patrol program, and to accompany a current HERO Patrol operator, experienced with the HERO Patrol, for at least one full shift prior to patrolling a highway segment.

Each HERO Patrol operator shall review and adhere to supplemental communications procedures provided by the Authority or its designate. These procedures detail the appropriate use of radios, cellular telephones, and public address systems for exchanges:

- between dispatch and HERO Patrol operators,
- among HERO Patrol operators,
- between HERO Patrol operators and other emergency and support responders, and
- between HERO Patrol operators and motorists.

Effective communications are essential to ensure the HERO Patrol program works efficiently and smoothly.

#### ***4.4 Safety Rules and Regulations***

The Contractor shall follow the following safety rules and regulations. The HERO Patrol operators shall:

- inspect assigned HERO Patrol vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Agreement and fully stocked;
- keep all communications radios, monitors, and cellular phones 'on' with the volume 'up';
- remain in their assigned patrol zone and depart from the patrol zone only as described in this Agreement;
- obey all local, State, and Federal rules and regulations, including traffic laws;
- perform any maneuver contrary to law only with the consent of law enforcement;
- wear seat belt/safety belt/shoulder harnesses at all times when operating the vehicle;
- not smoke and not allow passengers to smoke in the HERO Patrol vehicle;
- stop on the traffic lanes/ramps/shoulders only to service an incident (recording the details of an incident shall be done in a safe location off of the roadway);
- never push a vehicle that obscures visibility in the pushing direction (such vehicles shall be pulled);
- exercise caution and safety at all times;
- travel on the shoulder only when necessary and while exercising due care;
- utilize the vehicle's horn and/or air horn when necessary to alert motorists;
- maintain a reasonable and prudent travel speed to prevent collision with any person, vehicle, object, or structure;
- contact APD, other authorized law enforcement agency, or other emergency or support personnel when appropriate;
- use extreme caution when moving all disabled vehicles;

- not carry firearms or other weapons either on their persons or in the HERO Patrol vehicle;
- use flashing light bars in conformance with the Texas Motor Vehicle Code and only in the following circumstances:
  - when merging, exiting from traffic lanes, or slowing to make a stop at an incident site; or
  - to warn traffic when performing services specified herein;

(Note that the use of red flashing or revolving lights or police siren is prohibited under this Agreement and is grounds for immediate termination of this Agreement.)

- wear lime yellow class 3 breakaway safety vests (with or without sleeves) that meet and are labeled as meeting ANSI/ISEA 207-2006 Standard at all times while assisting motorists or conducting any business on any roadway or shoulder (vests shall be replaced immediately if damaged or visually faded/discolored);
- wear appropriate rain gear that:
  - meets and is labeled as meeting Class Two ANSI/ISEA 107-2004 Standard and
  - has the word, "HERO," in large block letters, in a contrasting color, on the back of the rain coat/jacket.

HERO Patrol operators shall not be intoxicated or under the influence of alcohol or any controlled substance or medical prescription or any other drug that causes impairment anytime while working under this Agreement or reporting for duty under this Agreement. HERO Patrol operators shall:

- not have the smell of alcoholic beverages while on duty;
- not ingest alcoholic beverages within eight (8) hours of coming on duty;
- not possess or use any illegal drugs or illegally use any drug while employed under this Agreement; and
- adhere to all instruction that come with prescription medications as it relates to driving or operating machinery.

The Contractor shall never allow an HERO Patrol operator to work under this Agreement if they feel he/she is impaired in any way. If the Contractor determines that an HERO Patrol operator reported for work or was working while in violation of any part of this section, they shall immediately and permanently remove the operator from eligibility to work under this Agreement.

#### ***4.5 Authorized HERO Patrol Vehicle Stops***

HERO Patrol operators shall not leave their designated staging area or interrupt the periodic patrolling of their designated patrol zone without verbal authorization of the Authority or its designate. Authorized stops shall include, but are not limited to:

- assisting stranded motorist(s) with minor repairs;

- removing disabled vehicles from travel lanes or shoulders;
- removing small spills (non-hazardous and not to exceed five (5) gallons) and debris from the travel lanes or shoulders;
- assisting other emergency and support responders at the scene of an incident;
- conducting an initial check of “abandoned” vehicles to confirm that the vehicle is without persons or animals that may be sick, injured or deceased in the vehicle;
- completing the HERO Patrol daily activity log (five (5) minutes);
- re-fueling HERO Patrol vehicles (facility not to exceed two (2) miles from the highway exit ramp); or
- breaking to use the restroom (fifteen (15) minutes) or for meals (thirty (30) minutes).

Rest periods shall be outside the periods of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM and shall be no more frequent than one such period per four (4) hour work period worked by the specific HERO Patrol operator. Rest and meal periods shall be postponed or interrupted at the discretion of the Authority or its designate if the services of the HERO Patrol operator are needed.

#### ***4.6 Authorized Leave from HERO Patrol Zone***

HERO Patrol operators shall not leave their designated patrol zone without verbal authorization from the Contractor or the Authority. Authorized leave shall include, but not be limited to:

- mechanical failure of the HERO Patrol vehicle (in this instance, a backup vehicle shall be supplied by the Contractor and put into service within a thirty (30) minute time frame, if the Contractor is unable to meet this deadline, they shall immediately notify the Authority or its designate);
- changing HERO Patrol operators at the end of a shift (not during peak hours);
- circumventing a queue to reach an incident or a lane blockage;
- assisting another HERO Patrol operator in an adjacent zone;
- responding to a request from law enforcement;
- providing assistance in support of a special event, natural disaster, or emergency evacuation;
- re-fuelling HERO Patrol vehicles (facility not to exceed two (2) miles from the highway exit ramp); or
- breaking to use the restroom (fifteen (15) minutes) or for meals (thirty (30) minutes).

HERO Patrol operators shall notify and get clearance from the Contractor or the Authority or its designate when a request is made to leave its patrol zone by another agency.



## **5.0 VEHICLE REQUIREMENTS**

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Agreement unless otherwise specifically identified in this Scope of Services.

### ***5.1 Vehicle Specifications***

All vehicles in the Contractor's HERO Patrol vehicle fleet for this Agreement shall all meet the specific vehicle requirements listed in this Agreement. This Agreement requires four (4) pickup truck vehicles—full size, three-quarter (3/4) ton, long-bed pickup capable of carrying the equipment specified in this Agreement (extended cab, four-door trucks are optional). Each vehicle must have seat belts for passengers on both the front and, if a four-door, on rear cab benches. Sample vehicles are depicted in Figure 2. The Contractor may suggest alternative vehicles for use as long as the required HERO Patrol service functions are able to be demonstrated.

Each HERO Patrol vehicle shall be white in color and shall have the following identification markings:

- Authority logo, eleven inches (11") in diameter on both sides of the vehicle;
- "HERO" painted or affixed in six-inch (6") black letters below the Authority logo on both sides of the vehicle;

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Figure 2. Sample Highway Emergency Response Operator (HERO) Program Vehicles

- “FREE SERVICE” painted or affixed in two-inch (2”) black letters below the Authority logo on both sides of the vehicle and on the rear bumper or tailgate of the vehicle; and
- a three-digit number placed on or near the driver’s and passenger’s doors, the rear of the vehicle and the front of the vehicle that will individually identify each HERO Patrol vehicle.

The Authority shall approve the design and placement of all identification markings. All markings shall be maintained in a clean and readable condition. No reference to the Contractor’s company name or logo shall be placed on the HERO Patrol vehicle.

The HERO Patrol program will seek private sponsorships to ensure continued program operation and expansion beyond the Agreement term. When sponsorship agreements have been signed, modifications to the vehicle’s markings may be required. TxDOT will be responsible for the production, installation, and maintenance of associated roadside acknowledgment signing.

HERO Patrol vehicles shall also have the following conspicuity markings—a single two (2) inch wide, red/white strip of reflective tape applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic. The tape should be applied at a minimum height of four (4) feet, but may vary according to truck or body configuration. On the rear of the vehicle, the tailgate shall have reflective “V” striping. Gaps in the tape where members protrude or the configuration does not lend itself to tape application shall be considered normal.

All markings and decals shall be maintained in a clean, bright and readable condition throughout the term of this Agreement.

The design of all markings, except Authority and private sponsorship logos, shall be submitted by the Contractor to the Authority for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Agreement. The Authority may require the addition/deletion of markings at any time during the Agreement. The Contractor shall not be responsible for the cost of any addition or deletion of such markings.

All HERO Patrol vehicles are restricted for Authority official use only and are to be used to provide the services contained herein. Assuring vehicle availability during the entire service period is the responsibility of the Contractor. HERO Patrol vehicles are not to be used for personal or other business related work of the Contractor. Covering Authority identification logos or markings shall be prohibited. Should a HERO Patrol vehicle become permanently inoperable for any reason or should the HERO Patrol Agreement be terminated for any reason, the HERO Patrol vehicles shall have all logos referencing this Agreement permanently removed before being junked, sold, or placed in private service. The Contractor will be assessed a penalty of \$500 per occurrence for violating this requirement.

All the vehicles in the Contractor’s fleet, except as noted below, shall not be older than one (1) year old from their original manufactured date and have less than 5,000 miles on an individual vehicle’s odometer at the beginning of the Agreement. The Contractor’s fleet may include a maximum of two (2) “used” pick-up trucks to meet the minimum required number of vehicles for this Agreement. The two (2) “used” pick-up trucks may:

- if diesel powered, be no more than two (2) years old and have no more than 100,000 miles (whichever comes first); or
- if gasoline powered, be no more than two (2) years old and have no more than 50,000 miles (whichever comes first).

All used vehicles shall have verifiable maintenance records available for each vehicle that show the vehicle was consistently maintained according to manufacturer's service/interval recommendations. All body panels and parts on the used vehicles shall meet the same appearance standards as new vehicles.

During the term of this Agreement, gasoline powered vehicles shall be replaced with a new vehicle when their mileage reaches 125,000 miles or the age reaches four (4) years, whichever comes first. During the term of this Agreement, Diesel powered vehicles shall be replaced with a new vehicle when their mileage reaches 300,000 or the age reaches four (4) years, whichever comes first.

A backup vehicle shall be used when a regular, dedicated vehicle is taken out of service for any reason. The backup vehicle shall be of the same type they are replacing and shall be equipped the same as and perform all the functions of a regular vehicle. The Contractor shall deploy the backup vehicle in service as a replacement within thirty (30) minutes of a regular vehicle breakdown. If the replacement vehicle is not placed into service within thirty (30) minutes, the Agreement shall reduce the monthly invoice to reflect the time the service patrol was unavailable. In the event of recurring unavailability of vehicles on patrol, the Authority has the right to terminate the Agreement for non-compliance with the conditions outlined in the scope of services.

## 5.2 Vehicle Accessories

The Contractor shall equip each HERO Patrol vehicle with the following accessories:

- tow package with hitch and tow hooks;
- rubber-faced, heavy duty extruded-rubber push bumper and tow straps;
- mobile booster starter kits
- roof-mounted warning/strobe lightbar with front to rear directional flashing capability, equipped with removable lenses and an on/off switch in cab that complies with *Texas Transportation Code, Title 7, Section 547: Vehicle Equipment*; meets or exceeds the recommendations provided in the National Cooperative Highway Research Program's (NCHRP) *Report 624: Selection and Application of Warning Lights on Roadway Operations Equipment*;
- public address system with external speaker and "air horn" feature, 100 watts minimum that is connected to the radio system in such a way that radio transmissions can be broadcast over the speaker;
- spot light and rear work lights;
- suitable cab lighting that allows HERO Patrol operator to complete paperwork, etc.; and

- a truck-mounted (not trailer-mounted) portable dynamic message sign (DMS) that meets or exceeds the physical display and operational requirements as described in the Federal Highway Department's *Manual On Uniform Traffic Control Devices* (MUTCD).

Any and all equipment shall be securely attached and, when appropriate, in reach of the driver without distraction to driving safely.

### **5.3 Supplemental Equipment, Materials, and Supplies**

This section details the minimum equipment, materials, and supplies to be carried in each of the HERO Patrol vehicles. The Contractor is encouraged to install/provide any additional equipment, materials, and supplies that will aid and add to safe operation by the HERO Patrol operators. Such equipment, materials, and supplies shall be consistently available in each of the vehicles. Unless otherwise specified, the Contractor is responsible for all costs associated with the procurement, production, operation (e.g., service fees), repair, or replacement of required equipment, materials, and supplies throughout the term of the Agreement.

#### **Communications**

- two-way radio system compatible/interoperable with public safety radios with units in each of the HERO Patrol vehicles (7) and at the dispatcher console at CTECC (1) (the Contractor shall be responsible for verifying compatibility/interoperability with public safety radios, following procedures for communicating on the radio provided by the Authority, and for all costs associated with the radio system throughout the term of the Agreement);
- cellular mobile telephone for on-the-job use by HERO Patrol operators (e.g., to communicate with other emergency and response personnel) and motorists requiring assistance;
- a copy of the current telephone company white and yellow pages;
- cards printed with Texas Transportation Code §550.022 and §545.305 which details the driver's responsibilities to move the vehicle and authorizes law enforcement to remove the vehicle without driver consent to provide to customers (100 each); and
- business cards identifying the service and contact number for comments and questions (500 each).

#### **Tools**

- floor jock;
- compressed air tank;
- cylinder jack;
- 4-way lug wrench;
- multiple blocks for using jacks;
- wheel blocks;
- 24-volt impact drill;

- extra impact batteries;
- multi-tool set (screwdrivers, wrenches, pliers, hammer, Mallet, etc.);
- tool box (lockable);
- booster/starter pack;
- flashlight;
- bungee cords;
- tire gauge;
- push broom;
- shovel (square-end);
- bottle jacks;
- jack stands;
- safety chains/tow straps;
- bolt cutters; and
- assorted fuse packs.

#### **Traffic Control**

- reflectorized 36-inch traffic cones (10 minimum)—Contractor shall replace cones semi-annually or earlier if damaged or visually faded/discolored;
- highway wet flares or Turboflares with 30 minute burn minimum (10 minimum);
- MUTCD-compliant portable traffic control signs;
- caution tape; and
- stop/slow paddle.

#### **Fluids**

- unleaded gasoline in approved can or tanks (8 gallons minimum);
- diesel fuel in approved can or tanks (5 gallons minimum);
- starter fluid; and
- water for radiator in clearly labeled container (5 gallons minimum).

#### **Supplies**

- electrical tape (20 yards minimum);
- duct tape (20 yards minimum);
- mechanic's wire (25 feet minimum);
- fuse assortment;
- clipboard;

- absorbent material for liquid spills in 5-gallon containers/bags (2 minimum);
- bottled water;
- hand cleaner;
- paper towels; and
- garbage bags.

#### **Safety**

- ANSI class 3 safety vests;
- ANSI class 3 safety rain suit;
- ANSI class 3 safety coat (winter);
- first-aid kit with eye wash, fully and continuously stocked;
- emergency blankets;
- wrecker list;
- fire extinguisher meeting all safety requirements—if seal is broken, unit shall be tested, resealed, and certified;
- leather gloves;
- safety goggles or safety-approved glasses; and
- HAZMAT guide book.

#### **Documentation**

- digital camera;
- public input survey cards (100 minimum); and
- copy of Texas Transportation Code.

#### **5.4 Vehicle Maintenance**

The HERO Patrol vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Texas statutes. The Contractor shall perform all necessary HERO Patrol vehicle maintenance outside of the service periods specified herein.

Vehicle exteriors and interiors shall be kept neat, clean and polished. All equipment that would provide safety, service, and comfort for the HERO Patrol operators (i.e., air conditioners/heaters, reading lights, etc.) shall be in working order. If a vehicle is found with non-working items, it shall not be assigned to patrol duty until the items are repaired.

If a vehicle sustains damage in a crash or other incident, it shall not be placed back into service until repaired. All repairs shall be done at the expense of the Contractor.

### ***5.5 Vehicle Inspections***

Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Agreement. Any deficiencies noted during these inspections shall be corrected immediately prior to deploying HERO Patrol operators and vehicles to their patrol zones. The Contractor shall fully document all inspections and provide copies to the Authority on a monthly basis.

All HERO Patrol vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the Authority. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by the Authority shall be removed from service and replaced at no cost to the Authority. The Contractor shall replace vehicle(s) removed from service within thirty (30) minutes of receiving notification to do so from the Authority.

## **6.0 DOCUMENTATION AND PERFORMANCE MONITORING**

### ***6.1 Daily Activity Logs***

Each HERO Patrol operator shall maintain an electronic activity log completed daily and made available to the Authority upon request. All HERO Patrol log data shall be provided daily to the Contractor's Program Manager, and monthly to the Authority in an electronic database format (Microsoft Access™ file extensions or Authority approved equivalent). The database structure shall be subject to Authority approval. The Contractor will be required to convert any hand written log data into a standard electronic format approved by the Authority.



The daily activity log shall, at a minimum, detail the following:

- in-service information including the log entry date, HERO Patrol operator's name, and HERO Patrol vehicle number and odometer reading at beginning and end of each shift;
- method of HERO Patrol incident notification (i.e., observed through routine patrol or dispatched);
- incident response, roadway, and incident clearance times based on when:
  - the HERO Patrol operator was notified of an incident and when they arrived at the scene (i.e., response time);
  - all blockages were removed and travel lanes were again available for traffic (i.e., roadway clearance time), and
  - the HERO Patrol operator and/or last emergency or support responder left the scene of the incident (i.e., incident clearance time);
- the regional location of each incident including the travel direction, municipality, county, and milepost;
- the roadway location of each incident including the right or left shoulder, lane designation, access or exit ramps, etc.;
- whether the incident is isolated or occurred as a result of a prior incident (i.e., secondary incident);
- the nature of each incident including whether it involved an abandoned vehicle, debris, a non-injury crash single-vehicle or multi-vehicle crash, an injury crash single-vehicle or multi-vehicle crash, a fatality crash single-vehicle or multi-vehicle crash, fire, non-hazardous material spill, hazardous material spill, etc.
- the nature of HERO Patrol services provided including marking and reporting abandoned vehicles, clearing debris, providing minor mechanical assistance (i.e., changing a flat tire, providing fuel, etc.), relocating vehicles from the travel lanes, provide traffic control and scene protection for other responders, etc.;
- the extent and duration of any lane or roadway closures; and
- on-site participation by other emergency and support responders (i.e., specific law enforcement, fire and rescue, emergency medical services, towing and recovery, transportation, coroner, environmental quality, or media agencies).

Additional information recorded in the daily activity log may include:

- the assisted motorist's name;
- the vehicle's make, model, body type, and license plate number;
- any damage evident before or after pulling or pushing the vehicle;
- weather conditions; or
- other pertinent information or comments.

The Authority reserves the right to change the data required or the method of collection and reporting at any time.

### **6.2 Motorist Comment Cards and Request for Services Release and Indemnity Form**

The HERO Patrol operator shall provide a postage-paid Comment Card bearing a designated return address to every individual receiving assistance (one card per vehicle). Each Comment Card shall:

- be designed to identify the specific HERO Patrol operator providing the service,
- solicit feedback regarding the timeliness and quality of response,
- inform motorists that no gratuities or payment will be accepted and that HERO Patrol operators are not permitted to offer recommendations for secondary service,
- include a brief description of the HERO Patrol Program, and
- ask motorists if they would support continuation or expansion of the program.

Using a format approved by the Authority, the Contractor shall be responsible for the initial preparation of one thousand (1000) Comment Cards before initiation of HERO Patrol activities as described herein. Thereafter, the Contractor shall base the production of additional Comment Cards on the observed demand for HERO Patrol services (i.e., the average number of assists performed).

The HERO Patrol operator shall complete the *HERO Roadside Assistance Program Request for Service, Release and Indemnity Form*, a copy of which is attached as Appendix B, and have such form signed by the motorist.

The Contractor shall be responsible for all costs associated with the printing and distribution. The Contractor shall be responsible for ensuring an adequate number of blank cards and forms are always present in each active HERO Patrol vehicle throughout the duration of this Agreement. The Authority may require the Contractor to distribute other printed material to motorists, such as maps or safety information, to motorists. The Contractor shall comply with such requests at no additional cost to the Contractor.

### **6.3 Monthly and Quarterly Activity Summaries**

The Contractor shall prepare and submit to the Authority monthly and quarterly activity reports summarizing: (1) the daily logs, (2) motorist comment cards and request of services forms and (3) an overall safety report reflecting the Contractor's safety assignments and/or on-the-job safety incidents involving an HERO Patrol operator. Information intended to describe the overall performance of the HERO Patrol Program is of most interest. This information includes but is not limited to the following:

- incident response, roadway, and incident clearance times based on when:
  - the HERO Patrol operator was notified of an incident and when they arrived at the scene (i.e., response time);
  - all blockages were removed and travel lanes were again available for traffic (i.e., roadway clearance time), and

- the HERO Patrol operator and/or last emergency or support responder left the scene of the incident (i.e., incident clearance time);
- whether the incident is isolated or occurred as a result of a prior incident (i.e., secondary incident);
- on-site participation by other emergency and support responders (i.e., specific law enforcement, fire and rescue, emergency medical services, towing and recovery, transportation, coroner, environmental quality, or media agencies);
- motorists' feedback regarding the timeliness and quality of HERO response; and
- motorists' willingness to support continuation or expansion of the program.

Secondary information of interest includes but is not limited to the following:

- method of HERO Patrol incident notification (i.e., observed through routine patrol or dispatched);
- the regional location of each incident including the travel direction, municipality, county, and milepost;
- the roadway location of each incident including the right or left shoulder, lane designation, access or exit ramps, etc.;
- the nature of each incident including whether it involved an abandoned vehicle, debris, a non-injury crash single-vehicle or multi-vehicle crash, an injury crash single-vehicle or multi-vehicle crash, a fatality crash single-vehicle or multi-vehicle crash, fire, non-hazardous material spill, hazardous material spill, etc.; and
- the nature of HERO Patrol services provided including marking and reporting abandoned vehicles, clearing debris, providing minor mechanical assistance (i.e., changing a flat tire, providing fuel, etc.), relocating vehicles from the travel lanes, provide traffic control and scene protection for other responders, etc.

While these information items are of most interest, the Contractor's reports should summarize all of the available information contained in the daily activity logs and the motorist comment cards, including written comments provided motorists describing their experiences.

The statistics contained within these reports will be used by the Authority to measure the utilization, effectiveness, and performance of the HERO Patrol program. Specifically, reports shall be prepared to allow the Authority to evaluate stops and assists by zone, assist categories, personnel shifts, etc. The Contractor shall formulate custom reports using a version of Microsoft Office™ products compatible with latest version in use by Authority. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. The Authority may request up to 15 unique reports to in each monthly or quarterly activity report submission. The Contractor shall coordinate with the Authority on the content and format of the reports. The report templates shall be submitted to the Authority for review and approval prior to use. Submittals shall be made within 10 calendar days after the end of the month and after the end of the calendar quarter.

END OF SCOPE OF SERVICE