



Arizona Department of Transportation

INTERMODAL TRANSPORTATION DIVISION Construction Group

CONSTRUCTION BULLETIN 11-05

To: Jennifer Toth, State Engineer
Dallas Hammit, Deputy State Engineer, Development
Robert J. Samour, Deputy State Engineer, Valley Transportation
Bill Hurguy, Asst. State Engineer, Materials
Lonnie Hendrix, Asst. State Engineer, Maintenance
Stephen Beasley, Valley Project Management
Vincent Li, Asst. State Engineer, Statewide Project Management
Mike Manthey, Asst. State Engineer, Traffic Engineering Group
Mary Viparina, Asst. State Engineer, Roadway Design Group
Jean Nehme, Asst. State Engineer, Bridge Group
District Engineers
Construction Operations
Consultant Contract Administrator
FHWA Area Engineers

Date: October 25, 2011

From: Julio Alvarado, Assistant State Engineer, Construction

Subject: Use of DPS Officers
for Traffic Control

Use of Department of Public Safety Officers/Vehicles to Supplement Traffic Control *(Supersedes Construction Bulletin 08-03)*

Purpose

To reflect Departmental policy change resulting from a recently executed Interagency Services Agreement (ISA) between the Arizona Department of Transportation (ADOT) and the Arizona Department of Public Safety (DPS) regarding the use of DPS officers/vehicles in construction and maintenance work zones to supplement traffic control. The ISA (Attachment 1) is attached to this bulletin.

ADOT policy will now be consistent for use of law enforcement (local and DPS), with ADOT compensating the Contractor by bid item on the monthly progress estimate. ADOT's Contracts and Specifications Section will establish a predetermined rate under bid item number 7016080 *Flagging Services (DPS)*.

Background

Historically ADOT has utilized DPS officers and vehicles at highway maintenance and construction sites statewide. The last agreement was updated in January 2003 and renewed annually until 2008. Agreement could not be reached for a new ISA in 2008. Therefore Construction Bulletin 08-03, dated October 9, 2008, was issued – noting that the existing ISA would no longer be in effect as of November 15, 2008. Additionally, it was a requirement that use of DPS on a construction project was authorized only when approved by the District Engineer, the Assistant State Engineer for Construction and the State Engineer's Office.

Policy

Projects intended to be awarded after November 1, 2011 will include a bid item if the determination was made that DPS or local enforcement is needed. Authority to use DPS to supplement traffic control now resides with the District Engineer (DE). It is the DE's prerogative to delegate that authority if they so choose. Once approved, the Contractor must obtain Resident Engineer (RE) authorization to utilize law enforcement each day their services are requested. The ADOT inspector must document the traffic situation that requires the supplement of law enforcement.

It is stressed that (per Standard Specification **701-3.13 Flagging Services**) in most cases DPS shall be the first option when law enforcement is required:

"If available, only DPS officers shall be used on Interstate Highways and Urban Freeways. DPS officers shall also be used on other construction projects except when a law enforcement agency has jurisdiction, in which case a local law enforcement officer and vehicle shall be used."

Refer to the attached *Use of Law Enforcement in ADOT Work Zones* guideline (Attachment 2) for when to use and how to use law enforcement in ADOT work zones.

After approval by the RE, the Contractor or their subcontractor will coordinate with DPS for the utilization of their officers. Current DPS coordinators are:

Lisa Reyna (602) 223-2816

Brandy Reissner (602) 223-2855

Arrangements must be made at least two business days prior to the event. Contact hours will be from 7 a.m. to 5 p.m.

The only firms (referred to above as "Contractor" or "subcontractor") that can contact DPS and arrange for officer/vehicle coverage are those approved by DPS and have executed an *Off Duty Law Enforcement Officers Agreement* (Attachment 3). As part of the agreement, firms must also provide DPS specifics of insurance scope and limit coverage. Attachment 4 is the *DPS Request for Certificate of Insurance, with details of those requirements*.

DPS Responsibilities

- On an "as available" basis, dispatch DPS officers with appropriate equipment and vehicle to State highway work zones as requested by the Contractors on all applicable construction contracts. It should be emphasized that DPS presence will *supplement* existing traffic control. Per **701-3.13**:
"In the event that local enforcement officers or DPS officers are temporarily unable to provide flagging services, the contractor shall ensure that traffic control is maintained and all personnel are protected, either by providing civilian flaggers or through other means as approved by the Engineer. No adjustments to the contract will be allowed for any delays resulting from the unavailability of local enforcement officers or DPS officers."
- DPS officers employed as independent contractors under this contract must adhere to strict compliance with current DPS policies, procedures and standards of conduct.
 - The ADOT Contractor must document the need for the DPS officer services and obtain ADOT authorization for their deployment. The officers are jointly directed by the contractor and ADOT, in compliance with the approved Traffic Control plan.
- If traffic violations are observed, the officers have an obligation to pursue and cite motorists while on this type of assignment.
- DPS retains authority to recall a DPS officer from an ADOT work zone assignment.

Payment

DPS will provide a detailed invoice to the contractor for payment of officer/vehicle hours that should correlate to the monthly estimate hours paid. The contractor should pay DPS directly for all vehicle usage (\$12.75 an hour). Separate contractor checks should be issued to each officer (\$44.00 an hour). All checks should be forwarded to DPS for distribution to the officers.

All remittances to DPS should be directed to:

Arizona Department of Public Safety
ATTN: Lisa Reyna – Mail Drop 1345
P.O. Box 6638
Phoenix, AZ 85005

The predetermined hourly rate for these services [paid under bid item number 7016080 *Flagging Services (DPS)*] will be \$65.26 (Officer - \$44.00; Vehicle - \$12.75; Markup - \$8.51). The Contractor will be paid via the monthly estimate. The Contractor (or subcontractor) must then remit payment to DPS in accordance with the Prompt Payment law.

Existing Projects

Projects awarded prior to November 1, 2011 that have traffic control needs, where DPS is being considered to meet that need, must first obtain approval of both the District Engineer and the Assistant State Engineer for Construction. A Supplemental Agreement is required for the contract change. The intent is to consider *only* unique projects that are sufficiently complex with high truck traffic volume and multiple phasing.

Reporting

ADOT reporting will require:

- Completion of the *Daily Recap of DPS Officer Services and Vehicle Usage report* (Attachment 5). The ADOT inspector should be completing this form in the PEN system and attaching it to their Daily Diary. The form has been revised to include the contract “Pay Item Number”, as well as an expanded remarks area to document the circumstances that required DPS officer presence.
- Recapping the daily hours on the Weekly Maintenance and Protection of Traffic form, posting quantities into the system.
- Org preparation of the *Monthly Recap of DPS Officer Services and Vehicle Usage* (Attachment 6) report. This document should be maintained as a permanent project record.

Attachments

Interagency Services Agreement (ISA) between ADOT and DPS (Attachment 1)
Use of Law Enforcement in ADOT Work Zones (Attachment 2)
DPS Off-Duty Law Enforcement Officers Agreement (Attachment 3)
DPS Request for Certificate of Insurance (Attachment 4)
Daily Recap of DPS Officer Services and Vehicle Usage (Attachment 5)
Monthly Recap of DPS Officer Services and Vehicle Usage (Attachment 6)

ADOT File No.: IGA/JPA 11-151I
AG Contract No.: P001 2011 002438
Project: Traffic Control Services
Section: State Highways
DPS Contract No.: 2010-265
Budget Source Item No.:

INTERAGENCY SERVICES AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into this date August 31, 2011, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its DIRECTOR (the "ADOT") and the ARIZONA DEPARTMENT OF PUBLIC SAFETY, acting by and through its HIGHWAY PATROL DIVISION (the "DPS"). The ADOT and the DPS are collectively referred to as "Parties".

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The DPS is empowered by Arizona Revised Statutes § 41-1713 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the DPS.
3. The ADOT is responsible for ensuring the safety of workers and the public in State highway work zones. The ADOT will determine when outside law enforcement is required to provide traffic control and other services within State highway work zones. The ADOT will require ADOT construction contractors or their designated representatives ("Contractors") to utilize the DPS officers when outside law enforcement is required to provide traffic control within State highway work zones. The ADOT has determined all inclusive hourly rate that it will pay the Contractors for the use of the DPS law enforcement officers within State highway work zones. The breakdown of this all inclusive hourly rate is attached hereto as Exhibit A.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The ADOT will:

a. Determine when outside law enforcement is necessary to ensure the safety of construction zone workers and the public.

b. When deemed necessary, require the Contractors to use DPS law enforcement officers, when available, to provide traffic control within State highway work zones.

c. Determine the hourly all inclusive hourly rate to pay the Contractors for the use of the DPS law enforcement officers within State highway work zones.

d. Upon request from the DPS, provide a report to DPS of all billing information.

2. The DPS will:

a. Appoint DPS personnel with appropriate authority to coordinate the utilization of DPS officers by the Contractors for work contemplated herein.

b. On an "as available" basis, dispatch DPS officers with appropriate equipment and vehicle to State highway work zones as requested by the Contractors on all applicable construction contracts advertised 30 days or more after the effective date of this agreement.

c. Require DPS officers utilized at ADOT construction or other work sites to perform their duties in strict compliance with current DPS policies and procedures.

d. Retain authority to recall a DPS officer from an ADOT work zone assignment. In the event, the Contractors shall not be liable for any salary payment or vehicle use payment during such time and will not be invoiced for that time.

3. Either Party will:

a. Initiate, on an as-needed basis or at least annually, a review of the all-inclusive hourly rate paid to the Contractors for DPS officers assigned to ADOT highway work zones provided in this Agreement.

III. MISCELLANEOUS PROVISIONS

1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a term of one (1) year after this Agreement has become effective, but shall automatically renew itself unless either Party sends out written notice of termination at least thirty (30) days prior to the end of each year.

3. Non-Availability of Funds: Every obligation of the ADOT under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by

the ADOT at the end of the period for which the funds are available. No liability shall accrue to the ADOT in the event this provision is exercised, and the ADOT shall not be obligated or liable for any future payments as a result of termination under this paragraph.

4. Nothing in this Agreement shall be construed as guaranteeing the ADOT's collection of all amounts due from the Contractors for the provision of DPS traffic control services. In the event that collections efforts are unsuccessful, no liability shall accrue to ADOT and DPS will then assume the sole responsibility for collecting any unpaid monies from the Contractors.

5. Either Party may terminate this Agreement for convenience or caused upon thirty (30) days written notice to the other Party. Upon termination, ADOT shall reimburse the Contractors for all outstanding amounts up through the time upon which termination becomes effective. Any amounts collected shall be distributed pursuant to this Agreement.

6. The DPS and the ADOT warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the DPS will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Attn: Mr. John S. Halikowski, Director
206 S. 17th Avenue
Phoenix, Arizona 85007
(602) 712-7227

Arizona Department of Public Safety
Attn: Col. Robert C. Halliday, Director
PO Box 6638
Phoenix, Arizona 85005-6638

13. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The ADOT and the DPS warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and all Parties may be subject to penalties up to and including termination of the Agreement.

c. The ADOT retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Parties or subcontractor is complying with the warranty under paragraph (a).

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

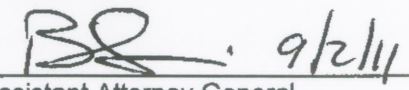
15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By 
COL. ROBERT C. HALLIDAY
Director

Approved as to Form:

By  9/2/11
Assistant Attorney General
Arizona Department of Public Safety

ARIZONA DEPARTMENT OF TRANSPORTATION

By 
JOHN S. HALIKOWSKI
Director

Approved as to Form:

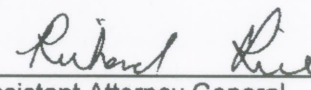
By 
Assistant Attorney General
Arizona Department of Transportation

EXHIBIT A

DPS Reimbursement Rate Schedule

Hourly Rate	\$44.00
Vehicle Idle Time	\$9.97
Vehicle Mileage Rate (50 miles)	\$2.78
Subtotal	\$56.75
15% Markup (Prime & Broker)	\$8.51
Total Hourly Rate	\$65.26



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERAGENCY AGREEMENT
DETERMINATION

A.G. Contract No. P0012011002438 (**IGA/JPA 11-151-I**), an Agreement between public agencies, i.e., The State of Arizona and The Arizona Department of Public Safety, has been reviewed pursuant to A.R.S. §§ 11-952 and 28-401 as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 27, 2011

TOM HORNE
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ln:#2311536
Attachment

USE OF LAW ENFORCEMENT IN ADOT WORK ZONES

Guidelines for when to use Enforcement in Construction or Maintenance Traffic Work Zones:

1. Freeways having a normal posted speed of 55 mph or greater with lane closure and regulatory speed limit reduced to 45 mph or less.
2. Other multilane divided highways having a normal posted speed limit of 55 mph or greater with lane closure and regulatory speed limit reduced to 45 mph or less.
3. Other highways with lane closure where there are high speeds (55 mph or greater) and high traffic volume (5000 ADT or greater) that may be favorably affected by police presence.
4. Any highway where, based on engineering judgment, law enforcement is needed because of the complexity of traffic control, geometric features such as curves or grades, or a high percentage of truck volume (greater than 25%).
5. Short-term lane closure or moving operation on freeway or other high speed (55 mph or greater) high volume (5000 ADT or greater) when work is taking place at night.
6. Signal locations for construction or maintenance when signal is not operating and there are workers in the intersection. A law enforcement vehicle may not be required for this type of work zone, but the officer should be prepared to be visible in uniform, and may need to direct traffic at the intersection.

Guidelines for how to use Enforcement in Construction or Maintenance Traffic Work Zones:

1. The decision to include dedicated law enforcement in a project should be made during the design process. The authority to use law enforcement on a project will be determined by Contracts and Specifications and reflected in the bid items for the awarded contract. In construction, if the bid item is not included use of law enforcement can only be authorized by the District Engineer or designee. Maintenance activities involving a procurement contract - not already including a line item for law enforcement traffic control – also needs approval granted by the District Engineer or designee.
2. The contractor is responsible for coordinating with the appropriate law enforcement agency to schedule and pay for law enforcement. DPS shall be the first choice in utilizing law enforcement in ADOT work zones, but other law enforcement can be utilized if DPS is not available. The use of law enforcement must be approved by the Resident Engineer for the project.
3. Patrols should be scheduled when workers are present without positive barrier protection (temporary concrete barrier) or when exceptional hazards exist, such as during set up of traffic control.
4. Law enforcement payment will be rounded to the nearest half-hour. No additional payment will be made for costs in excess of the predetermined rate for overtime hours and for travel time to and from the project, such costs being considered as included in contract items.
5. Law enforcement is defined as sworn uniformed off-duty police officer with a properly identified police vehicle that has working blue and red flashing lights. The intent of having law enforcement included in a project is to assist with setting up traffic control and monitoring the work zone.
7. In utilizing law enforcement in ADOT work zones, the officers should be encouraged to be alert and monitor the entire work zone. The officer should not conduct personal business while on the job site. The officer should be encouraged to spend part of their time outside the vehicle, being visible to the public.

Off Duty Law Enforcement Officers

AGREEMENT ARIZONA DEPARTMENT OF PUBLIC SAFETY

This Agreement is between _____ (Company) and Arizona Department of Public Safety (DPS) for the hiring of off duty police officers for the period of _____, 2011 through _____, 2012. If the officer is going to use an official DPS vehicle when working in his off duty work for the Company then the Company will need to provide all required coverage's as listed below. If the officer will not be using an official DPS vehicle Company will provide all coverage's except Automobile. The off duty officer will be considered an employee of the Company when providing his services to the Company pursuant to A.R.S. 41-805.

INDEMNIFICATION CLAUSE:

Company shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Company or any of its owners, officers, directors, agents, employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Company to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Company from and against any and all claims. It is agreed that Company will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of hiring off duty officers, the Company agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the off duty officer for the Company.

This indemnity shall not apply if the Company is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Company shall procure and maintain until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Company, his agents, representatives, employees.

The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Company from liabilities that might arise out of the performance of the work under this Agreement, and Company is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Company shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with***

respect to liability arising out of the activities performed by or on behalf of the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability (if official DPS vehicle is used)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Company"***.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Company.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Company, even if those limits of liability are in excess of those required by this Agreement.
2. The Company's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Company shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(insert the name and address of the Secondary Employment Coordinator handling the event/job)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Company from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Company shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to (insert the name and address of the **Secondary Employment Coordinator handling the event/job**). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. **DEFINITIONS:**

COMPANY: For the purpose of this Agreement Company means the party that is hiring the off duty police officer being paid by the profit, non-profit or other public entity. Company is responsible for the off duty police officer while acting within the course and scope of his/her employment. Should the off duty police officer intervene in a police activity he/she will be considered on duty and he/she and the vehicle will be covered pursuant to A.R.S. 41-621 et. seq.

By signing below the Company agrees to all of the above conditions of the employment of the Off Duty Officer.

COMPANY

Authorized Signature of Company Representative	Dated
Title or Position	Name of Company
Address: City: State: Zip Code:	Telephone: E-mail: Fax:

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Authorized Signature of DPS, Robert C. Halliday	Dated
Title Director	



**The Arizona Department
of Public Safety**

Request for Certificate of Insurance

VENDOR SHALL PROVIDE THE ARIZONA DEPARTMENT OF PUBLIC SAFETY WITH A **CERTIFICATE OF INSURANCE AND REQUIRED ENDORSEMENTS** PRIOR TO THE COMMENCEMENT OF SERVICES/CONTRACT. Each insurance policy must be in effect at or prior to commencement of work and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, and rated at least an **A-, VII (7)** in the current *AM BEST KEY RATING GUIDE*. The Certificate shall include the following minimum insurance coverages (please refer to the attached Insurance Requirements for further clarification of required, minimum insurance coverages):

- ☐ **Commercial General Liability** of \$1,000,000 minimum combined single limit (SCL) each occurrence and \$2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "*The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor*". **Endorsement with the above language must be submitted.**

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. **Endorsement with the above language must be submitted.**

- ☐ **Commercial Automobile Liability** of \$1,000,000 minimum combined single limit (SCL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS". (this coverage is required if department vehicle is authorized and used for off duty work.)

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". **Endorsement with the above language must be submitted.**

- ☐ **Workers' Compensation** coverage for all employees which meets Arizona statutory benefits; including **Employers Liability** with minimum limits of \$500,000 each accident, \$500,000 each employee/disease, \$1,000,000 policy limit/disease.

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. **Endorsement with the above language must be submitted.**

- ☐ **Certificate Holder:** The State of Arizona, Department of Public Safety (ADD YOUR ADDRESS ALSO) shall be named as the certificate holder.
- ☐ **Primary Coverage:** The following statement shall be included - *"The coverage afforded under this certificate shall be primary and any insurance carried by the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance to that provided by the named insured."* **The language above should be contained in the special provisions of certificate or on an endorsement.**
- ☐ **The following statement shall be included:** Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to the Arizona Department of Public Safety.
- ☐ **Insurance Specifications and Indemnification Clause** in the form of a contract which is signed by the off duty employer and provides the scope of work to be performed.
- ☐ **Mail Certificate and Endorsements to:** The Arizona Department of Public Safety, Attn: Lisa Reyna MD 1345, 2102 W. Encanto Blvd., Phoenix, AZ 85009 or fax to 602-223-2358.
- ☐ **Policy Renewal/Changes:** Certificate(s) of Insurance and Endorsements must be submitted to the Arizona Department of Public Safety within twenty (20) business days upon policy renewal and/or policy changes.

Insurance Requirements

The State of Arizona, Arizona Department of Public Safety reserves the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, and rated at least an **A-, VII (7) in the current AM Best Key Rating Guide.**

Certificates of Insurance acceptable to the State of Arizona, Arizona Department of Public Safety shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as Additional Insureds for liability coverages. The certificates, insurance policies, and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least thirty (30) days prior written notice has been given to the State of Arizona and the Arizona Department of Public Safety. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

It is agreed that coverages afforded under this certificate shall be primary and any insurance carried by the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be excess and not contributory insurance to that provided by the named insured. It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. **THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, Arizona Department of Public Safety may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, Arizona Department of Public Safety shall be repaid by the Contractor upon demand, or the State of Arizona, Arizona Department of Public Safety may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits excess of those required shall not be charged to the State of Arizona, Arizona Department of Public Safety. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees.

Commercial General Liability: The policy shall include coverage for: Bodily Injury; Broad Form Property Damage (including completed operations); Personal injury; Blanket Contractual liability; Products and Completed Operations, and this coverage shall extend for one (1) year past acceptance, cancellation, or termination of the services or work defined in this contract; Fire Legal Liability; Liquor Liability (if applicable). The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as **ADDITIONAL INSUREDS.**

Commercial Automobile Liability: Declarations to include Symbol One (ANY AUTO) applicable to claims arising from bodily injury, death, or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as ADDITIONAL INSURED.



ARIZONA DEPARTMENT OF TRANSPORTATION
DAILY RECAP OF DPS OFFICER SERVICES AND VEHICLE USAGE

DATE_____

ORG NUMBER_____

PAY ITEM NUMBER_____

LOCATION	PROJECT NUMBER/ EXPENSE BUDGET*	OFFICER NAME (PRINT)	BADGE NUMBER	START TIME	STOP TIME	HOURS WORKED	VEHICLE NUMBER

* CONSTRUCTION USE PROJECT TRACS NO.
MAINTENANCE USE EXPENSE BUDGET

NOTE: ATTACH TO INSPECTOR'S DAILY DIARY

ADOT APPROVAL SIGNATURE

PRINT NAME

TRAFFIC SITUATION NECESSITATING LAW ENFORCEMENT USE:

Monthly Recap of DPS Officer Services and Vehicle Usage

[illegible]

MONTHLY SORTS WILL BE AT FOLLOWS: 1. PROJECT, DATE ORDER
2. OFFICER, BADGE, DATE ORDER