

Walk-On #2

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041483

DBS

1. **REQUESTED MOTION**

ACTION REQUESTED: BoCC approval for the Chairman to execute the attached State of Florida Department of Transportation (FDOT) Local Agency Natural Disaster Emergency Contract related to Federal Highway Administration funds. Also approve Budget Amendment for \$13,455,000.

WHY ACTION IS NECESSARY BoCC approval is required for execution of the Contract and Budget Amendment Resolution

WHAT ACTION ACCOMPLISHES: Adopts a Resolution authorizing the Chairman to execute the Contract, allowing FDOT and Lee County to enter into a Natural Disaster Emergency Contract in the not-to-exceed amount of \$13,455,000

2. **DEPARTMENTAL CATEGORY:**
COMMISSION DISTRICT

3. **MEETING DATE:**

11-09-2004

4. **AGENDA:**

5. **REQUIREMENT/PURPOSE:**
(Specify)

6. **REQUESTOR OF INFORMATION:**

X	CONSENT		STATUTE	
	ADMINISTRATIVE		ORDINANCE	
	APPEALS		ADMIN. CODE	
	PUBLIC		OTHER	
X	WALK ON	X	CONTRACT	
	TIME REQUIRED:			

A. COMMISSIONER
B. DEPARTMENT DOT and BUDGET SERVICES
Scott Gilbertson, DOT Director
BY: Antonio B, Majul, Budget Director *afm*

7. **BACKGROUND:** This contract is a result of the Governor's declared emergency and after the Executive Order and Mission Statement has been issued waiving procurement contracting requirements. This is a Reimbursement Contract in the not-to-exceed amount of \$13,455,000. This contract was based on very rough initial estimates early-on for debris removal and signs and signal damages (including labor, materials and equipment) on all Federal-aid routes in Lee County due to damages caused by Hurricane Charley. The estimate covers the initial push and first pass debris removal and is covered by both the State's in-house forces and by contracts let by the state.

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	11-4-04

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 11/4/04
Time: 1:15
Forwarded to:
Admin, 11/4/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
11/4/04
2:20 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
11-4-04
4pm

801 North Broadway Avenue - MS 1-18
Post Office Box 1249
Bartow, FL 33831-1249

facsimile transmission

To: Cinde Davis - Lee County Fax: 239 479 8520

From: Cheryl Sanchious Date: 11/2/2004

Re: Emergency Reimbursement Agreement Pages: 7

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Notes: Attached you will find the Local Agency Reimbursement Agreement for your City or County. Please have an authorized local agency representative sign pages 3 and 5 of the agreement and fax back to 863 534 7172. **PLEASE NOTE THIS AGREEMENT MUST BE FULLY EXECUTED BY ALL PARTIES (CITY/COUNTY AND FDOT) NO LATER THAN NOVEMBER 18, 2004 IN ORDER FOR THE DEPARTMENT TO REIMBURSE YOU.**

A Faxed Signature Is Acceptable For This Agreement. Any Questions You May Reach Me At 863 519 2598.

Thanks for expediting this agreement.

C. Sanchious - District Contracts Administrator

RESOLUTION # 04-11-26

Amending the Transportation Trust Fund #17500 Budget for unanticipated receipts for Fiscal Year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Transportation Trust Fund #17500 budget for \$13,455,000 of unanticipated receipts from the Federal Highway Administration and an appropriation of a like amount for reserves;

WHEREAS, the Transportation Trust Fund #17500 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$32,591,246
Additions		
11077817500.331490.9002	Federal Highway Administration	\$13,455,000
Amended Total Estimated Revenues		\$46,046,246

APPROPRIATIONS

Prior Total:		\$35,086,818
Additions		
GC5890117500.509910	Reserve for Contingencies	\$13,455,000
Amended Total Appropriations		\$46,046,246

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Transportation Trust Fund #17500 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this 9th day of November, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BY: Michelle S Cooper
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

Ray Judas
FOR CHAIRMAN

APPROVED AS TO FORM
Andrew R. Jasser
OFFICE OF COUNTY ATTORNEY



COPY

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11-9-04

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0778
- 2. Title of Grant: NATURAL DISASTER EMERGENCY CONTRACT
- 3. Amount of Award: \$13,455,000
- 4. Amount of Match Required: SN/A
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input type="checkbox"/> CFDA #	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: FL-04-01

8. Contract Period:	Begin Date: <u>08/10/04</u>	End Date: <u>02/10/05</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11077817500

11. Scope of Grant: (describe project). Reimbursement contract for funds not to exceed the stated amount, for damages incurred by Hurricane Charley for debris removal, signs, and signals on all federal-aid routes in Lee County

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: DOT/ BUDGET SERVICES
- 2. Contacts:

Program Mgr. Scott Gilbertson	Phone #: 479-8580
Fiscal Mgr. Cinde Davie	Phone #: 479-8507

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: State of Florida Department of Transportation

2. Program Title/Division: _____

3. Agency Contact: Edward McKinney MS 1-67

4. Phone Number: _____

5. Mailing Address: PO Box 1249
Bartow FL 33831-1249

SOURCE OF FUNDS

1. Original Funding

Source: US DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY ADMIN
(name of agency where funding originated from)

2. Pass Through Agency: FLORIDA DEPT OF TRANSPORTATION

(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT - - -then from STATE DOT to Lee County DOT - - - STATE of FL DOT is the pass-through agency).

3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee
or Subrecipient in #3 above: GRANTEE

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO

(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO

(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY
NATURAL DISASTER EMERGENCY CONTRACT

This contract can only be used during a Governor's Declared Emergency and after the Executive Order and Mission Statement has been issued waiving procurement contracting requirements.

CONTRACT #: H1090 FIN PROJ #: SEE EXHIBIT A

This agreement is entered into in accordance with the Executive Order # 04-182 by the Governor, dated August 10, 2004, and amendments there to, RE: -See Attached Exhibit A (Name of Event) and its' aftermath.

BY THIS AGREEMENT, made and entered into this _____ day of November, 2004, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called "Department" and Lee County of P O Box 398 Fort Myers, FL 33902-0398

duly authorized to conduct business in the State of Florida, hereinafter called "Local Agency", hereby agree as follows:

1. SERVICES AND PERFORMANCE

In connection with Emergency Repair, the Department does hereby retain the Local Agency to furnish certain services, information, and items as described in Exhibit A, attached hereto and made a part thereof.

2. TERM

The Local Agency began work on or before August 10, 2004, and shall complete all work required by this agreement on or before See Attached Exhibit A.

3. COMPENSATION (choose one)

Maximum Limiting Amount \$ 13,455,000.00
See Scope of Services, Exhibit A

Unit Prices as described in Scope of Services, Exhibit A.
(Maximum Limiting Amount \$ _____)

Lump Sum in the amount of \$ _____ (Choose one method below)

- Entire amount upon completion
- Incrementally as detailed in Exhibit _____
- Percentage of completion.

Invoices for fees or other compensation for services or expenses will be certified by the Local Agency and shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

Invoices for travel expenses shall be submitted and paid in accordance with Section 112.051, Florida Statutes.

COPY

WO#2
11-9-04

Records of costs incurred under terms of this agreement shall be maintained and made available upon request to the Department. The Local Agency shall permit the Department to perform or have performed, an audit of the records of the Local Agency and any or all subcontractors to support the compensation paid the Local Agency. The audit may be performed as soon as practical after completion and acceptance of the contracted services. The Department shall have the right to deduct from any payment due to the Local Agency an amount sufficient to satisfy any amount due and owing the Department by the Local Agency under this agreement. Final payment to the Local Agency shall be adjusted for audit results. If after completion of the project it is determined that the Department is due a refund of amounts previously paid the Local Agency, the Local Agency will refund said amount.

4. ELIGIBLE COSTS

The Department agrees to reimburse the Local Agency for eligible costs as described in the FHWA Emergency Manual associated with the Executive Order, agreed to as part of this contract and made a part of Federal Highway Administration's Detailed Damage Inspection Report. All other costs are the responsibility of the Local Agency.

5. COMPLIANCE WITH LAWS

The Local Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Local Agency in conjunction with this agreement. Failure by the Local Agency to grant such public access shall be grounds for immediate unilateral cancellation of this agreement by the Department.

6. TERMINATION AND DEFAULT

This agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination.

If this agreement is terminated before performance is completed, the Local Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated.

7. INDEMNITY

The Local Agency shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Local Agency and persons employed or utilized by the Local Agency in performance of this agreement.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

8. ANTI-COLLUSION

The Local Agency represents to the Department that no person or persons, firm, or corporation, other than the Local Agency, has an interest in this agreement as a principal, and that this agreement is entered into by the Local Agency without collusion with any person, firm, or corporation.

9. FUNDING REQUIREMENTS (check if applicable and attach form FHWA-1273 "Required Contract Provisions, Federal-Aid Construction Contracts.") The most recent version of the form can be obtained at <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>

X The services provided under this agreement involve funding from the Federal Highway Administration (FHWA), and the provisions indicated on form FHWA-1273 (attached) apply.

10. MISCELLANEOUS

Invoices are to be mailed to: Florida Department of Transportation, Edward McKinney MS 1-67
at this address: Post Office Box 1249
Bartow, Florida 33631-1249

This agreement embodies the whole agreement of the parties.

Attachments: Exhibit A (Scope) Exhibit B (Lobbying Prohibition)

Added Attachments: Detailed Damage Inspection Report (DDIR) (Information Only). Work cannot exceed what is identified in the DDIR for Emergency Repair.

incorporated and made a part hereof.

LOCAL AGENCY

BY: *Greg Judas*
(Name)

For Chairman
(Title)

STATE OF FLORIDA
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
(NAME)

Director of Transportation Support
(TITLE)

Local Agency Address:

Lee County
Post Office Box 398
Fort Myers, Florida 33902-0398

Telephone Number:

(239) 479-8507

Fax# (239) 479-8520

FEID# F596000702083

APPROVED AS TO FORM:

Andrea B. Jaser
Office of the County Attorney

Exhibit "A"
Scope of Services

The work to be performed under this agreement is as follows:

Debris removal, sign replacement and engineering services for material remediation and other CEI costs.

The agreement covers the following emergency events as funded:

Hurricane Charley

The upset limit, Financial Project Number (FPN), Upset Limit Amount and completion date for each event is as follows:

Event	FPN	Upset Limit Amount	Completion Date
Hurricane Charley	417651-1-68-01	\$1,755,000.00	February 10, 2005
Hurricane Charley	417651-1-78-01	\$11,700,000.00	February 10, 2005

EXHIBIT B
LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

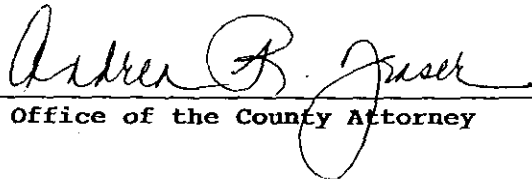
This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY:


Signature

RAY JUDAH FOR CHAIRMAN
Typed or Printed Name and Title

APPROVED AS TO FORM:


Office of the County Attorney

DETAILED DAMAGE INSPECTION REPORT (Title 23, Federal-aid Highways)						Report Number	
Location (Name of Road and Milepost)						Sheet <u>1</u> of <u>1</u>	
All Federal-aid State maintained routes in Lee County, District 1.						FHWA District Number FL04-01	
Description of Damage						Inspection Date 01-20-2004	
Debris removal on all Federal-aid routes in Lee County due to damage caused by Hurricane Charley. This estimate for debris removal is for the initial push and first pass and is covered by both the states' in-house forces and by contracts let by the state.						Federal-aid Route Number All Fed-Aid-Lee	
						State FL	
Cost Estimate							
	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
Emergency Repair	Debris removal in Lee County by District 1 in-house forces for first push.	CY			\$200,000.00		
	Debris removal in Lee County by District 1 DOT contractor.	CY	\$28.00	75,000	2,100,000.00	\$400,000.00	
	Signs (in-house and contract) (labor, material, equipment)	No.	\$100.00	30,000	1,000,000.00	2,000,000.00	
	PE/CE costs includes hazardous material remediation costs and other CEI type costs for debris removal.						
	Signals	LS			1,300,000.00	4,700,000.00	
	Method					Subtotal	4,600,000.00
	<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	1,755,000.00
					Emergency Repair Total		3,455,000.00
Permanent Restoration	*Includes cities of Bonita Springs and Town of Fort Myers - signs.						
	*Debris includes Bonita S. and Fort Myers						
	Signal mast arms (6 @ 125000)	No.	\$125,000.00	6		\$750,000.00	
	*Signals were included with the state DDIP 1.3 million was done with state contract rest of the 4.7 million, the county might use state contract.						
	Sidewalk repair (very approximate)	LS				\$350,000.00	
Method					Subtotal	\$1,100,000.00	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	\$165,000.00	
					Right-of-Way		
					Perm. Repair Totals		\$1,265,000.00
Environmental Assessment Recommendation						Estimated Total	
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/A/E/S						14,720,000.00	
Recommendation						Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible						09-09-2004	
Concurrence						Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						09-09-2004	
Concurrence						Date	
<input type="checkbox"/> Yes <input type="checkbox"/> No						9/20/04	
FHWA Engineer Manu Chacko State Engineer Debbie Hunt Local Agency Representative [Signature]							