

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Emergency Relief Program Agreement

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. **EXT.** 5651
W. Gary Johnson, P.E., Director

Agenda Date <u>12/14/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the "Final" Emergency Relief Program Agreement to facilitate reimbursement to Seminole County for the repair of County roads on the Federal Aid System that were damaged from hurricanes Charley, Frances and Jeanne.

Countywide (Jerry McCollum, P.E.)

BACKGROUND:

The Federal Highway Administration (FHWA) has established an Emergency Relief Program for County roadways on the Federal Aid System that were damaged by hurricanes Charley, Frances and Jeanne and has authorized the Florida Department of Transportation (FDOT) to administer funding for this. This agreement will facilitate the reimbursement of funds described in the Detailed Damage Inspection Report (DDIR) attached.

Based on conversations with State and Federal representatives, Congress has approved the emergency funds. However, the Office of Management and Budget at the Washington level is now going to coordinate with the impacted States the dispersion of these funds. There currently is not a timeframe for when this action will occur.

Reviewed by: <u>[Signature]</u>
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWE05</u>

The attached agreement will be used for a combination of all three storm events and will have the work program numbers provided once they have been assigned by the FDOT. Also, the reimbursable costs will be filled in based on the attached DDIR information. This information will be in the "final" agreement to be executed by the Chairman.

Attachments: Agreement / DDIR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY RELIEF PROGRAM AGREEMENT

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125, and

WHEREAS, the FHWA has, as a result of hurricanes Charley, Frances and Jeanne, authorized funding to be provided to the State of Florida, Department of Transportation (FDOT), for relief from the damage inflicted by said storms, and

WHEREAS, the FHWA has authorized \$_____ to be administered by FDOT on behalf of FHWA, and

WHEREAS, this Emergency Relief Program Agreement provides for emergency relief, and

WHEREAS, SEMINOLE COUNTY, herein the Local Government, has incurred certain costs and expenses as a direct result of the following hurricanes and defined on the attached Detailed Damage Inspection Reports (DDIR'S):

Hurricane	Financial Project Number	DDIR Number	Date Work Began	Date Work to be Completed	Total Maximum Limiting Amount
Frances		77-02			\$150,000.00
Frances		77-03			\$1,610,405.00
Frances		77-03			\$241,561.00
Charlie		77-03			\$300,000.00
Charlie		77-04			\$9,491,371.00
Charlie		77-04			\$1,423,706.00
Jeanne		77-005			\$1,544,000.00
Jeanne		77-005			\$231,600.00
Jeanne		77-006			\$150,000.00
TOTAL MAXIMUM LIMITING AMOUNT					\$15,142,643.00

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA.

NOW THEREFORE,

The parties agree as follows:

1. The FDOT enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.

2. The Local Government has been authorized by FHWA to undertake and to complete certain emergency relief efforts associated with Federal Aid highways or roads on federal lands within its jurisdiction. The scope of work and services authorized by FHWA are described in the Detailed Damage Inspection Report (DDIR), attached hereto.

3. Subject to the terms and conditions of the Emergency Relief Program, the FDOT agrees to reimburse the Local Government for eligible costs from the funds provided to the Department for said purposes. In the event the funding provided to the FDOT by the FHWA is insufficient to pay all eligible emergency relief costs of all Local Governments, the FDOT shall allocate the reimbursement on a prorata basis among all eligible claims submitted.

4. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail to allow a proper pre and post audit thereof.

5. The DEPARTMENT agrees to reimburse the Local Government in a Lump Sum Amount of \$15,142,643.00 for actual direct costs. No reimbursement will be made for travel.

6. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

7. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be endorsed unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to a LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

8. Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be contacted at (850) 410-9724 or by calling the Department of Financial Service's Hotline, 1-800-848-3792.

9. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the LOCAL GOVERNMENT'S general accounting records and project records, together with supporting documents and records of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

10. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to 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 GOVERNMENT in conjunction with this Agreement.

11. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND AND NO/100 DOLLARS) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

12. All agreements entered into by the Local Government for which the Local Government seeks reimbursement under the terms of this agreement shall include the “Required Contract Provisions, Federal-Aid Construction Contracts”. The most recent version of said provisions can be obtained at <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>. The services provide under this agreement involve funding from the FHWA and the provisions indicated on form FHWA-1273 apply.

13. Invoices are to be mailed to:

Florida Department of Transportation
Attn: Shirley Matthews, JPA Coordinator
Mail Station 4-522
719 South Woodland Boulevard
DeLand, Florida 32720

PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2005, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2005.

SEMINOLE COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Noranne B. Downs, P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

(SEAL)

Executive Secretary

Approved as to Form, Legality
And Execution:

Legal Review:

LOCAL GOVERNMENT Attorney

Financial Provisions Approved by
Department Comptroller

Authorization Received From the Comptroller's
Office as to Availability of Funds:



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
77-03

Sheet
1 of 1

Location (Name of Road and Milepost)

VARIOUS FEDERAL-AID ROUTES

FHWA Disaster Number
FL-04-01

Inspection Date
9/23/04

Description of Damage

DAMAGE FROM HURRICANE CHARLEY

Federal-aid Route Number

State County
FL SEMINOLE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	* IN-HOUSE COUNTY FORCES				\$ 150,000	\$ 150,000
	* REAL ROUGH ESTIMATE					
Method					Subtotal PE/CE	\$ 150,000 \$ 150,000
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					Emergency Repair Total	\$ 300,000

Permanent Restoration						
Method					Subtotal PE/CE	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation			Estimated Total	\$ 300,000
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS				
Recommendation		FHWA Engineer	Date	9/23/04
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible		<i>[Signature]</i>	Date	9/23/04
Concurrence		State Engineer	Date	9/23/04
<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>[Signature]</i>	Date	9/23/04
Concurrence		Local Agency Representative	Date	9/23/04
<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>[Signature]</i>		



DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number 77-04
Sheet 1 of
FHWA Disaster Number FL 04-01
Inspection Date 9/23/04
Federal-aid Route Number
State FL County SEMINOLE

Location (Name of Road and Milepost)
VARIOUS - FEDERAL-AID ROUTES

Description of Damage
DAMAGE FROM HURRICANE CHARLEY

Cost Estimate

100% FUNDED
Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS				\$	3,789,821
SIGN REPAIR & REPLACEMENT				\$	947,300
SIGNAL REPAIR				\$	1,580,000
SIGNAL REBUILD				\$	240,000
GUARDRAIL				\$	41,500
CRITICAL ROADWAY DRAINAGE REPAIRS				\$	2,892,750
NEGOTIATED CONTRACTS USING EXISTING COMPETITIVE BID PRICES					
Method				Subtotal	\$ 9,491,371
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				15% PE/CE	\$ 1,423,706
				Emergency Repair Total	\$ 10,915,077

80% FUNDED
Permanent Restoration

ROADWAY STRUCTURAL				\$	1,900,000
ROADWAY DRAINAGE				\$	2,000,000
(THESE NEED TO BE <u>NEW</u> COMPETITIVE BID PROJECTS)					
* POTENTIAL DAMAGE TO HAUL ROUTE RESURFACING FOR DEBRIS REMOVAL					
* DAMAGE TO TRAILS AND LANDSCAPING NOT ELIGIBLE FOR FHWA ER FUNDS					
Method				Subtotal	\$ 3,900,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	\$ 870,000
				Right-of-Way	
				Perm. Repair Totals	\$ 4,770,000

Environmental Assessment Recommendation <input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/AEIS	Estimated Total	\$ 15,685,077
Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer <i>Debra A. F...</i>	Date 9/23/04
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer <i>J...</i>	Date 9/23/04
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative <i>J...</i>	Date 9/23/04



DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

77-02

Sheet

1 of

Location (Name of Road and Milepost)

VARIOUS FEDERAL-AID ROUTES

FHWA Disaster Number

FL-04-02

Inspection Date

9/23/04

Description of Damage

DAMAGE FROM HURRICANE FRANCES

Federal-aid Route Number

State County

FL-SEMINOLE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
Emergency Repair	* IN-HOUSE COUNTY FORCES				\$75,000	\$75,000	
	* REAL ROUGH ESTIMATE						
Method					Subtotal PE/CE	\$75,000	\$75,000
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					Emergency Repair Total	\$150,000	

Permanent Restoration						

Environmental Assessment Recommendation	<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS	Estimated Total	\$150,000
Recommendation	<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date 9/23/04
Concurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date 9/23/04
Concurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date 9/23/04



DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number
77-03

Sheet
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Location (Name of Road and Milepost)
VARIOUS FEDERAL-AID ROUTES

FHWA Disaster Number
FL-04-02

Inspection Date
9-23-04

Description of Damage
DAMAGE FROM HURRICANE FRANCES

Federal-aid Route Number
State County
FL SEMINOLE

Cost Estimate

100% FUNDED

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
DEBRIS				\$	758,005
SIGN REPAIR & REPLACEMENT				\$	352,400
SIGNAL REPAIR				\$	0
SIGNAL REBUILD				\$	0
NEGOTIATED CONTRACTS USING EXISTING COMPETITIVE BID PRICES					
ORANGE BLVD BRIDGE / WINGWALL WASHOUT	LS		1	\$	500,000
Method				Subtotal	\$ 1,610,405
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				15% PE/CE	241,561
				Emergency Repair Total	\$ 1,851,966

80% FUNDED

ROADWAY STRUCTURAL				\$	19,000
ROADWAY DRAINAGE				\$	10,000
(THESE NEED TO BE <u>NEW</u> COMPETITIVE BID PROJECTS.)					
* DAMAGE TO TRAILS AND LANDSCAPING NOT ELIGIBLE FOR FHWA ER FUNDS					
Method				Subtotal	\$ 29,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	\$ 4,350
				Right-of-Way	
				Perm. Repair Totals	\$ 33,350

Environmental Assessment Recommendation
 Categorical Exclusion EAEIS
Estimated Total \$ 1,885,316

Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer <i>Debra A. Fusco</i>	Date 9/23/04
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer <i>J. G. 908</i>	Date 9/23/04
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative <i>J. Well</i>	Date 9/23/04

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

Sheet 1 of

Location (Name of Road and Milepost)

Various Federal-Aid Routes

FHWA Disaster Number
FL-04-04

Inspection Date
10/6/04

Description of Damage

Damage from Hurricane Jeanne

Federal-aid Route Number

State FL County Seminole

Cost Estimate

100% Funded
Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				\$ Completed	\$ Remaining
* In-house County Forces				\$ 75,000	\$ 75,000
* Real Rough Estimate					
Method				Subtotal PE/CE	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				\$ 75,000	\$ 75,000
				Emergency Repair Total	\$ 150,000

Permanent Restoration

Method	<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract	Subtotal PE/CE	
		Right-of-Way	
		Perm. Repair Totals	

Environmental Assessment Recommendation	<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/A/EIS	Estimated Total	\$ 150,000
Recommendation	<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date 10/6/04
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date 10/6/04
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date 10/6/04

DETAILED DAMAGE INSPECTION REPORT
(Title 23, Federal-aid Highways)

Report Number

Sheet 1 of

Location (Name of Road and Milepost)

Various Federal-Aid Routes

FHWA Disaster Number

FL-04-04

Inspection Date

10/6/04

Description of Damage

Damage from Hurricane Jeanne

Federal-aid Route Number

State County

FL Seminole

Cost Estimate

100% Funded

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
Debris				\$	379,000
Sign Repair/Replacement				\$	350,000
Signal Repair				\$	315,000
Signal Rebuild				\$	0
Negotiated Contracts w/ Existing Competitive Bid Prices					
Orange Blvd. Bridge if HS Structure is totally damaged			1	\$	500,000
Method				Subtotal	\$ 1544,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				15% PE/CE	\$ 231,600
				Emergency Repair Total	\$ 1775,600

80% Funded

Roadway Structural (GUARDRAIL, SHOULDERS, HANORAIL)				\$	119,000
Roadway Drainage				\$	10,000
(These need to be new competitive bid projects)					
* Damage to landscaping not eligible for FHWA ER funds					
Method				Subtotal	\$ 129,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				15% PE/CE	\$ 19,350
				Right-of-Way	\$
				Perm. Repair Totals	\$ 148,350
				Estimated Total	\$ 1,923,950

Environmental Assessment Recommendation

Categorical Exclusion EA/EIS

Recommendation

Eligible Ineligible

Concurrence

Yes No

Concurrence

Yes No

FHWA Engineer

State Engineer

Local Agency Representative

Date

10/6/04

Date

10/6/04

Date

10/6/04