

WALK ON #4

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20060139

1. ACTION REQUESTED/PURPOSE: BoCC approval for the Chairwoman 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 Resolutions for \$980,000.

2. WHAT ACTION ACCOMPLISHES: Allows County to enter into an Emergency Contract with FDOT related to Hurricane Wilma.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 09

WO #4

5. Meeting Date: **02-07-2006**

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Transportation
 Division _____
 By: Scott Gilbertson

9. Background: This is a Reimbursement Contract in the not-to-exceed amount of \$980,000. This contract was based on 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 Wilma. The estimates covers the initial push and first pass debris removal and is covered by both the State's in-house forces and by contractors let by the state.

Funds will be made available in account: 11082917500.331490.9002
11082940100.331490.9002

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>S. Gilbertson</i> Date <i>2/6/06</i>	<i>Bundy</i> <i>Propertore</i>	NA		<i>OS</i> <i>2/6/06</i>	<i>RT</i> <i>2/6</i>	<i>OR</i> <i>2/4/06</i>	<i>TY</i> <i>2/6/06</i>	<i>Mgr.</i> <i>2/6/06</i>	<i>J. Lavender</i> Date <i>2-6-06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
2-6-06
1:15 mke.
COUNTY ADMIN
FORWARDED TO:
2/6/06
5pm

REC'D
By CO. ATTY:
1:15 AM
CO. ATTY.
FORWARDED TO:
Co. mgr.
2-6-06

Jones, Laura

From: Webster, Eileen
Sent: Monday, February 06, 2006 11:11 AM
To: Barrett, Mary Lou; Jones, Laura
Subject: FW: Walk On

COUNTY ADMINISTRATION
06 FEB - 6 PM 1:13

Eileen Webster, Sr. Fiscal Officer
Lee County DOT
1500 Monroe Street
Fort Myers, FL 33901
Phone: 239-479-8507
Fax: 239-479-8520
EWebster@leegov.com

From: Webster, Eileen
Sent: Monday, February 06, 2006 11:10 AM
To: DeSalvo, Richard A.
Subject: Walk On

I need to Walk On a bluesheet for tomorrow for a Local Agency Natural Disaster Emergency Contract related to Hurricane Wilma. In order to be eligible for FHWA funds FDOT needs to have this contract executed on their end by 2/15/06 because the Executive Order will expire on that date.

Thanks,

Eileen Webster, Sr. Fiscal Officer
Lee County DOT
1500 Monroe Street
Fort Myers, FL 33901
Phone: 239-479-8507
Fax: 239-479-8520
EWebster@leegov.com

RESOLUTION

Amending the Transportation Trust Fund #17500 Budget for unanticipated receipts for Fiscal Year 2005-2006.

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 \$780,000 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:		\$39,298,161
Additions		
11082917500.331490.9002	Federal Highway Administration	\$780,000
Amended Total Estimated Revenues		\$40,078,161

APPROPRIATIONS

Prior Total:		\$39,298,161
Additions		
GC5890117500.509910	Reserve for Contingencies	\$780,000
Amended Total Appropriations		\$40,078,161

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 ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

RESOLUTION

Amending the Solid Waste System Operations Fund #40100 Budget for unanticipated receipts for Fiscal Year 2005-2006.

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 Solid Waste System Operations Fund #40100 budget for \$200,000 of unanticipated receipts from the Federal Highway Administration and an appropriation of a like amount for reserves;

WHEREAS, the Solid Waste System Operations Fund #40100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$94,031,046
Additions		
11082940100.331490.9002	Federal Highway Administration	\$200,000
Amended Total Estimated Revenues		\$94,231,046

APPROPRIATIONS

Prior Total:		\$94,031,046
Additions		
GC5890140100.509910	Reserve for Contingencies	\$200,000
Amended Total Appropriations		\$94,231,046

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Solid Waste System Operations Fund #40100 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 ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

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 #): H1166
- 2. Title of Grant: Natural Disaster Emergency Contract
- 3. Amount of Award: \$980,000
- 4. Amount of Match Required: \$0
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #20.205	STATE <input type="checkbox"/> CSFA #
----------------------------------------------------------	---------------------------------------

- 7. Agency Contract Number: FPN No. See exhibit A of Contract

8. Contract Period:	Begin Date: <u>upon exec by FDOT</u>	End Date: <u>4/19/06</u>
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- 9. Name of Subrecipient(s) N/A

- 10. Business Unit(s): 11082917500.331490.9002 - \$780,000.
11082740100.331490.9002 - \$200,000

11. Scope of Grant: (describe project). Reimbursement contract for funds not to exceed the stated amount, for damages incurred by Hurricane Wilma 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 \$980,000	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: Engineering Services/DOT
- 2. Contacts:

Program Mgr. Eileen Webster/Roger Good	Phone #: 479-8507
Fiscal Mgr. Eileen Webster	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: Local Agency Program, FDOT, District 1

3. Agency Contact: Cheryl Sanchious

4. Phone Number: 863-519-2598

Mailing Address: P.O. Box 1249, Bartow, Florida 33831-1249

SOURCE OF FUNDS

1. Original Funding

Source: US DOT/Federal Highway Administration

(name of agency where funding originated from)

2. Pass Through Agency: State of Florida Department Of Transportation

(middleman if any? Example: federal \$\$ from US DOT --then from 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:

none

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:



**Florida Department of Transportation
 District One Headquarters
 801 North Broadway
 Post Office Box 1249
 Bartow, Florida 33831
 (863)519-2300**

To: Sue Lange
 Company : LEE COUNTY
 Fax Number : 812394798520
 Phone Number :
 Time Sent : Friday, Feb 3, 2006 06:38PM
 Pages : 6
 Description : Emergency Agreement Hurricane Wilma

Attached is your Local Agency Emergency Agreement for Hurricane Wilma. Please have an authorized representative review, sign and fax to 863 519 1924 by Feb8, 2006. Please note that the Executive Order will expire February 15, 2006 and this agreement must be executed by both parties by this date to ensure your eligibility for reimbursement of these funds.

Also other attachments to this agreement will include the FHWA 1273 and Davis Bacon Wage Rates.

Thanks
 C.Sanchious



From : Cheryl Sanchious
 Fax Number : 863-519-1924
 Phone Number : 863-519-2598

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 #: H 1166 FIN PROJ #: See Exhibit "A"

This agreement is entered into in accordance with the Executive Order # 05-219 by the Governor, dated October 19, 2005, and amendments there to, RE: Hurricane Wilma
(Name of Event)
and its' aftermath.

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2006, 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 Repairs, 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 October 24, 2005, and shall complete all work required by this agreement on or before April 19, 2006.

3. COMPENSATION (choose one)

Maximum Limiting Amount \$ 980,000.00
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 112.061, Florida Statutes.

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.
- X The services provided under this agreement are subject to the U.S. Department of Labor, Davis Bacon Act and the applicable Federal Wage Rates which are attached and made a part of this agreement. Any work for which Federal-Aid funds are used (including emergency and permanent repairs for ER projects) must comply with applicable Federal regulations. Emergency repairs can be done using negotiated contract or agency force account work as determined by the Highway agency as best suited to protect the public health and safety. However, all Federal contract provisions must still be met for both emergency repairs and permanent repairs.

10. AUDIT REQUIREMENTS

Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-1 33.

If a recipient expends less than \$500,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$500,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-1 33**, the cost of the audit must be paid from non-federal funds.

Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

11. 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.

12. MISCELLANEOUS

Invoices are to be mailed to: Florida Department of Transportation, Alan Autry MS 1-6

at this address: Post Office Box 1249

Bartow, Florida 33831-1249

This agreement embodies the whole agreement of the parties.

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

Added Attachments: None

Incorporated and made a part hereof.

STATE OF FLORIDA
FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY

BY: _____
(Name)

BY: _____
(NAME)

(Title)

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

Exhibit "A"
Scope of Services

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

Debris removal, sign repair/replacement, signal repairs, Maintenance of Traffic and CEI costs.

The agreement covers the following emergency events as funded:

Hurricane Wilma

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

FPN	Upset Limit Amount	Description
421192-1-D8-01	\$320,000.00	Debris
421192-1-E8-01	\$100,000.00	Sign
421192-1-F8-01	\$400,000.00	Signal
421192-1-L8-01	\$30,000.00	MOT
421192-1-68-01	\$130,000.00	CEI

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$(actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

All invoices must be submitted to the Department for payment within ninety days after completion of all emergency work detailed in the scope of services or expiration of this agreement.



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number	WI12-05
Sheet	1 of 1
FHWA Disaster Number	FL06-01
Inspection Date	11-28-2005
Federal-aid Route Number	Lee County
State	County
FL	Lee

Location (Name of Road and Milepost)

All Federal-aid routes maintained by the County in Lee County, District 1.

Description of Damage

Sign repair-inhouse, debris removal and other damage on all Federal-aid routes in the County of Lee County, due to damage caused by Hurricane Wilma. The estimate for debris removal is for the initial push and first pass. The County has about 500 miles of federal-aid eligible roads.

Cost Estimate

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
				Completed	Remaining
**Debris removal in the County by contract for first pass(contract)and first push (inhouse)	CY	\$23.00	13,913	\$320,000.00	
Sign repair and replacement-cost is avg.	no.	\$67.00	1,500	\$50,000.00	\$50,000.00
*Signal repair & replacement-40 significant damage,160 damaged.	no.	\$2,000.00	200	\$220,000.00	\$180,000.00
Note: The first push is approximate amount					
PE/CE costs includes hazardous material remediation costs and other CEI type costs.					
MOT - Temporary sign placement-5 days at 100 locations,inhouse includes equipment.				\$30,000.00	
Method				Subtotal	\$620,000.00
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	\$130,000.00
				Emergency Repair Total	\$980,000.00

Permanent Restoration	*This includes signals in all the cities in Lee County				
	**This includes debris in City of Bonita Springs.				
Method				Subtotal	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	
				Right-of-Way	
				Perm. Repair Totals	

Environmental Assessment Recommendation Categorical Exclusion EA/EIS Estimated Total \$980,000.00

Recommendation	<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer Manu Chacko	Date	11/28/2005
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer Debbie Hunt	Date	11/28/2005
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative Sue Lange	Date	11/28/2005