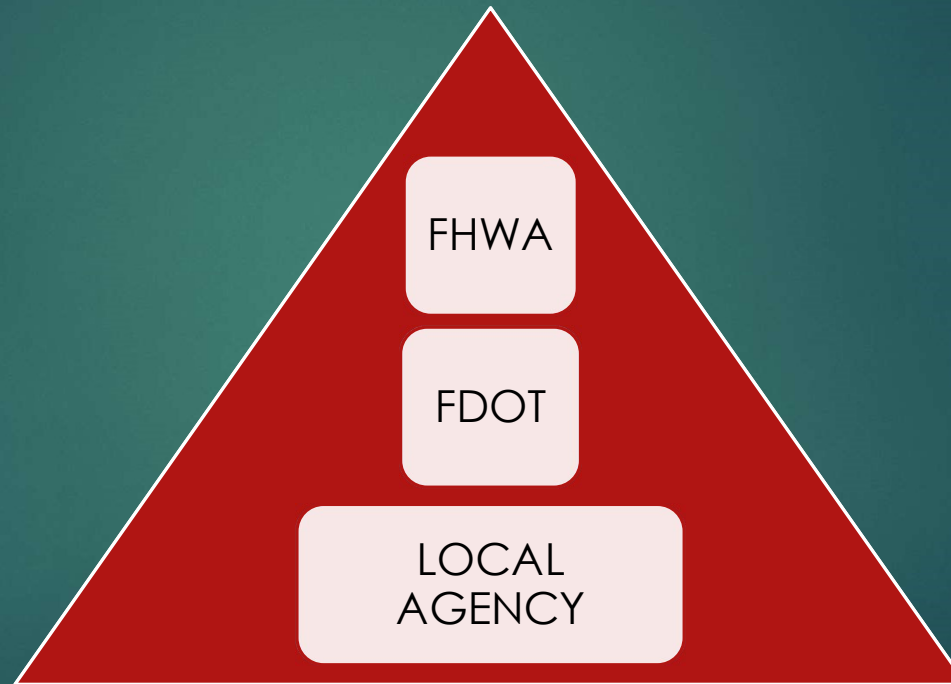


# Emergency Relief Program (ERP) and Local Agency Program (LAP)

FEDERALLY FUNDED (LAP) PROJECTS

PRESENTED BY: **Mya Williams- Gray**  
Local Program Administrator

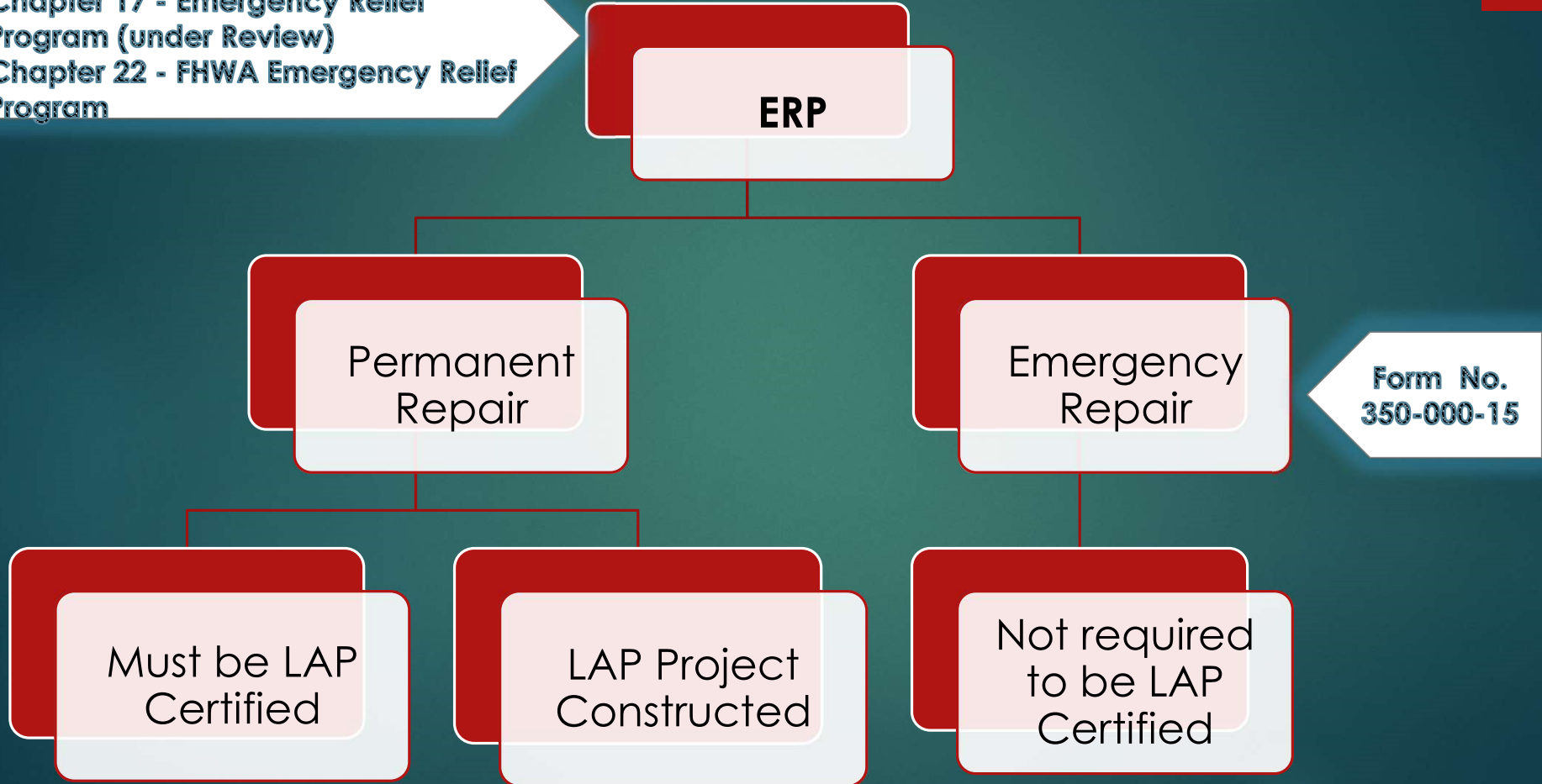
# WHAT IS LAP?



- REIMBURSEMENT program

# LAP and ERP

LAP Manual  
Chapter 17 - Emergency Relief  
Program (under Review)  
Chapter 22 - FHWA Emergency Relief  
Program



# ERP and LAP

LAP Manual  
Chapter 17 - Emergency Relief Program  
Chapter 22 - FHWA Emergency Relief Program

ERP

- ❖ All Federal-Aid rules apply for contracting
- ❖ Eligible for 100% reimbursement for all cost incurred within 180 of FHWA landfall date
- ❖ Execution of the reimbursement agreement **Form No. 350-000-15 Emergency Local Government Emergency Relief Reimbursement Agreement** with local agency regardless of certification status.

P

350-000-15

Must be LAP Certified

LAP Project Constructed

Not required to be LAP Certified

# LAP and ERP

LAP Manual  
Chapter 17 - Emergency Relief Program  
Chapter 22 - FHWA Emergency Relief Program



- ❖ An active construction project generally will not qualify for reimbursement under the ER program.
- ❖ Previous LAP projects constructed with Federal-Aid funds off the Federal-Aid highway system are not eligible.

Form No.  
350-000-15



# LAP and ERP

LAP Manual  
Chapter 17 - Emergency Relief Program  
Chapter 22 - FHWA Emergency Relief

ERP

- ❖ Local agencies seeking reimbursement for permanent repair work must be LAP Certified and enter into a LAP Agreement with the Department.
- ❖ **Not Eligible for LAP Certification:** Private Corporations (e.g. consultant engineering firms, contractors), Individuals, Non-profit organizations, and Subunit or department within a Local Agency

Repair

Repair

Form No.  
350-000-15

**Must be LAP Certified**

LAP Project Constructed

Not required to be LAP Certified

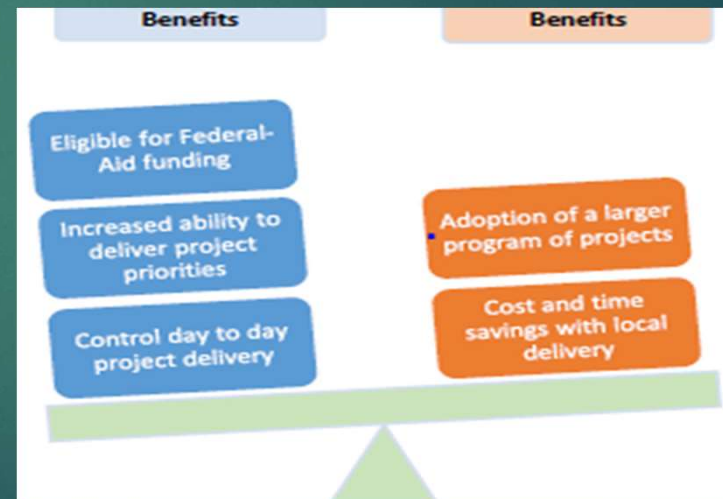
# LAP Certification

## Types of Certifications

- ▶ **Full Certification**
  - ▶ Reserved for County Government
  - ▶ Renewed Every 3 years
  - ▶ Performance based recertification
- ▶ **Project Specific Certification**
  - ▶ Required for Cities, Towns, and Villages
  - ▶ Renewed Every Project
  - ▶ Project monitoring and oversight by Department

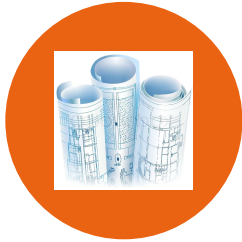
## Who's Eligible for Certification

- ▶ Existing LAP Certified agencies
- ▶ **Initial Screening required for New participants**



LAP Certification website:

<https://www.fdot.gov/programmanagement/LAP/BecomingCertified.shtm>



Design



Construction



Construction  
Administration



Construction  
Procurement Only

TO DO WHAT?


# Detailed Damage Inspection Report (DDIR)

**Final Cost estimate:** Under FDOT D4 Practice, Local Agencies are NOT certified in the procurement of Professional Services.

- ▶ **(No Reimbursement of Design & CEI Services)**
- ▶ See LAP Administered fixed cost below:
- ▶ FDOT In-house Design & CEI Support
  - ▶ Phase 31: \$5,000.00
  - ▶ Phase 61: \$5,000.00
- ▶ FDOT Oversight of Construction Engineering & Inspection (CEI):
  - ▶ Phase 62: 3% of Total Construction Cost

U.S. DEPARTMENT OF TRANSPORTATION Federal Highway Administration		DETAILED DAMAGE INSPECTION REPORT (DDIR) Title 23 Emergency Relief Program			FHWA Disaster Number	
					Report Number	
SECTION 2: PERMANENT REPAIRS COST ESTIMATE						
Permanent Repairs	Work Items	Unit	Unit Price	Quantity	Cost	
Contracting Method		Preliminary Engineering (PE)		\$5,000		
<input type="checkbox"/> Standard Competitively Bid Contract <input type="checkbox"/> Other (Prior FHWA approval is required)		Construction Engineering (CE) Right-of-Way		\$5,000 + 3% of CST		
Contracting Agency		Permanent Repairs Total		Eligible Reimbursable Cost		
<input type="checkbox"/> STA <input type="checkbox"/> LPA <input type="checkbox"/> Tribe		Estimated Total Repairs		N/A		

# FDOT Oversight of Design

- 
- Kick-off Meeting w/ Local Agency
  - PRELIMINARY PHASE (30% Plans & Cost Estimate)
  - INITIAL PHASE (60% Plans & Cost Estimate )
  - CONSTRUCTABILITY PHASE (90% Plans & Cost Estimate)
  - PRODUCTION PHASE (100% Plans & Cost Estimate)

## Right of Way (Comply w/ the Uniform Act)

- **All work for this project will be completed within and from the existing right of way.”**
- No ROW Acquisition
- No temporary construction easement (TCE); No permanent easement
- No donation from a property owner
- No Lease Agreements

## Environmental

- COMPLIANCE WITH THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
- Cultural Resource Assessment and Survey
- Contamination Certification
- Type 1 Categorical Exclusion (Environmental Certification)

# PRODUCTION

- ▶ Completed LAP Certification
- ▶ 100% Signed & Sealed Plans
- ▶ Final Engineer's Cost Estimate
- ▶ Signed and Sealed Contract Documents and Specifications Package
- ▶ LAP Checklist for Construction Contracts – Federal & State Requirements
- ▶ ROW Certification
  - ▶ LAP ROW Certification Form
  - ▶ No Additional Row Acquired Form
- ▶ Environmental Certification
  - ▶ Type 1 Categorical Exclusion Checklist
  - ▶ Back-Up Memo
  - ▶ Cultural Resources Assessment Survey (CRAS); if applicable



# PRODUCTION (Cont'd...)

- ▶ Permits
  - ▶ Railroad
  - ▶ Utilities Clearance (Utilities are NOT reimbursable under FHWA ERP and LAP)



# Execution of LAP AGREEMENT

## ► FHWA Notice of Federal Authorization Approval

► Approval of Federal Authorization must occur by the end of the second federal fiscal year following the year in which the disaster occurred.

- Approved DDIR
- LAP Checklist for Construction Contracts ,
- Plans, Specifications, and Estimate (PS&E) package

## ► Issuance of FDOT Notice to Proceed(NTP) to Local Agency

- Advertisement of Local Agency construction contract (within 30 days of FDOT NTP)
- Award to the lowest responsive responsible bidder and issue NTP to the Contractor within 90 days of FDOT NTP
- Procure Construction and CEI concurrently

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40  
PROGRAM MANAGEMENT  
OGG/DOC-13  
Page 1 of 15

FPN: _____	FPN: _____	FPN: _____
Federal No (FAIN): _____	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: _____	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	
Recipient Vendor No: _____	Recipient DUNS No: _____	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and \_\_\_\_\_ ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in \_\_\_\_\_, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement:** The Recipient agrees to complete the Project on or before \_\_\_\_\_. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
- 4. Project Cost:**
  - a.** The estimated cost of the Project is \$ \_\_\_\_\_. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b.** The Department agrees to participate in the Project cost up to the maximum amount of \$ \_\_\_\_\_ and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
    - i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

# Construction

## Construction Compliance

- ▶ Prime and Sub-contracts include required federal terms and provisions, including FHWA 1273 and Appendix I: Terms for Federal-Aid Contracts
- ▶ Comply with FDOT's Disadvantage Business Enterprise (DBE) program plan, Bid Opportunity, and Equal Employment Opportunity (EEO) requirements

## Reimbursement

- ▶ Permanent Repair/Restoration is reimbursed up to 80% of the approved estimate total
- ▶ Submit Timely Invoices (Monthly preferred)

# QUESTIONS ?

16



# LAP Resources

17

LAP Certification webpage:

<https://www.fdot.gov/programmanagement/LAP/BecomingCertified.shtm>

Computer Based Trainings:

<https://www.fdot.gov/programmanagement/LAP/LAPTraining.shtm>

LAP Forms & Documents:

<https://www.fdot.gov/programmanagement/LAP/Forms/LapForms.shtm>

LAP Manual:

<https://www.fdot.gov/programmanagement/LAP/LAP-TOC.shtm>

# Emergency Relief Resources

FHWA FL Div. ER

<https://www.fhwa.dot.gov/fldiv/erpfaq.cfm#i>

FHWA ER Q&A:

<https://www.fhwa.dot.gov/fldiv/erpfaq.cfm>

FHWA DDIR:

[https://www.fhwa.dot.gov/fldiv/documents/erpfaq\\_DDIR.pdf](https://www.fhwa.dot.gov/fldiv/documents/erpfaq_DDIR.pdf)

ER Manual:

<https://www.fhwa.dot.gov/reports/erm/er.pdf>

# Contact Us

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