





DATE: April 1, 2020

TO: Mayor Jerry L. Demings
And the
Board of County Commissioners

THRU: Anne Kulikowski, Director
Administrative Services Department 

FROM: Reed Knowlton, Manager 
Administrative Services, Fiscal and Operational Support Division
407-836-0052

SUBJECT: **April 21, 2020 – Consent Agenda**
Modification to State Grant Agreement
Florida Division of Emergency Management
Shelter Retrofit Program
Contract Number: F0006
Project Number: DEM-SR00006
Project: Bithlo Community Center Structural Assessment

The Florida Division of Emergency Management awarded Orange County a grant in the amount of \$15,000 that was approved by the Board on February 26, 2019.

The purpose of the grant is to perform an engineering study to verify that the Bithlo Community Center meets the appropriate standards for a public hurricane evacuation shelter. The Bithlo Community Center is located in District 5 at 18501 Washington Avenue Orlando, FL 32820.

Orange County has requested to amend the period of agreement from May 31, 2020 to December 31, 2020. The plan for procuring the consultant for the assessment was to utilize an Orange County Continuing Services Contract due to the dollar amount. After further review and discussion with the Florida Division of Emergency Management, it was determined that a formal Request for Proposal would be required for these services. This is a lengthy process and is the reason for requesting the grant extension.

ACTION REQUESTED: Approval and execution of modification to State Grant Agreement between the Division of Emergency Management and the Orange County Board of County Commissioners Contract Number: F0006 Project Number DEM-SR00006 to amend the period of agreement from May 31, 2020 to December 31, 2020 for the Bithlo Community Center engineering study.

Attachments

BCC Mtg. Date: April 21, 2020

Contract Number: F0006

Project Number: DEM-SR00006

**MODIFICATION TO STATE GRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS**

This Modification Number **One (1)** is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the **Orange County Board of County Commissioners** ("Sub-Recipient") to modify Contract Number **F0006**, dated **March 22, 2019** ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a state grant to Recipient under the Shelter Retrofit Program of **\$15,000.00** in State funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on **May 31, 2020**; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 7 of the Agreement is hereby amended to read as follows:

(7) PERIOD OF AGREEMENT

This Agreement shall begin **March 22, 2019** and shall end **December 31, 2020**; unless terminated earlier in accordance with the provisions of paragraph (16) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are **March 31, June 30, September 30 and December 31**.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: Orange County Board of County Commissioners

By: Burton W. Brooks

Name and Title: Burton W. Brooks County Administrator

Date: APR 21 2020



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson
Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.05.29 09:09:39 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 05/29/2020

**Attachment A
Budget and Scope of Work**

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary and Benefits	\$0
Other Personal/Contractual Services	\$15,000
Administrative Expenses (Limited to no more than 5%)	\$0
Expenses	\$0
Operating Capital Outlay	\$0
Fixed Capital Outlay	\$0
Total Expenditures	\$15,000

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

Agreement funds shall be used for retrofit of designated buildings with exterior envelope fenestration protection, to include windows, doors, louvers or other assemblies that penetrate through the exterior walls and roofs, or where needed preventative maintenance and repairs for existing window and door protection to meet the division's minimum hurricane shelter survey criteria. Also, if needed, funds may be used for structural review(s) by a Florida Licensed Structural Engineer to certify roof and loadpath systems meet or exceed windload requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV. Upon written request (U.S. Mail, facsimile, e-mail) by the Recipient and written authorization by the Division of Emergency Management (Division), project cost left-over/residual funds may be used for:

- Additional structural and non-structural retrofitting or mitigation needed to improve hurricane safety of scope-of-work designated building(s)
- Structural and non-structural retrofitting or mitigation needed to improve hurricane safety of other building(s) located on the same campus(es)
- Structural engineering services to certify roof and loadpath systems of other building(s) located on the same campus(es)
- Electrical design, equipment installation or construction that is consistent with Section 453.25.5, *2017 Florida Building Code—Building* (Sixth edition)

At final close-out, the Recipient shall provide a report showing the actual expenditures for each individual building under this Agreement. Expenditures shall be separated into architectural and engineering design services; building envelope protection costs; other mitigation measures (roof equipment tie-down, tree removal, or windborne debris removal); electrical standby system costs (if applicable); and other costs.

II. SCOPE OF WORK

The Recipient shall request a written assessment of roof systems from a Florida Licensed Structural Engineer to certify roof and loadpath systems meet or exceed windload requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV for the year of construction. If the structural engineer cannot certify that the roof system (especially the open span roof area and large overhangs) meet the standard for the 1996 code, then the engineer shall provide a prescriptive design and estimate of probable cost to bring the system up to the 1996 standard.

Additionally, the engineer will perform an evaluation of the current exterior structural bearing and shear walls by reviewing and analyzing the original as-built drawings and make a determination as to how they meet the 1996 standard. The current requirements of the latest retrofit the following building(s) with exterior envelope protection assemblies, systems or products to resist windloads and large missile debris impact consistent with ASCE 7 and where needed, preventative maintenance and repairs for existing window and door protection.

Site Name	Bldg # / type	Year Built	Description of Work	Estimated Cost \$	Risk Capacity Gained (%)
Bithlo Community Center 18501 Washington Ave. Orlando 32820	Multi purpose	1996	Engineering Study as described above.	\$15,000	0
Totals				\$15,000	0

The identified building(s) have been designated by the county emergency management agency as public hurricane evacuation shelter. Therefore, the Recipient agrees that during a declared state or local emergency the building(s) must be made available for use as a public hurricane evacuation shelter upon request by the local emergency management agency.

The Recipient agrees to maintain the structure(s) assemblies, equipment, systems and products that are constructed, modified or installed with grant funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work.

Eligible reimbursable costs include, but not limited to: architectural and engineering services and fees; construction management services and fees; permit and inspection fees; necessary demolition and restoration; construction services (material, labor and equipment), purchase and installation of building envelope protective systems and products, retrofit/modification of existing structure, and where needed preventative maintenance and repair of existing envelope protection work; and management and administration of the grant (limited to no more than five percent).

Upon completion of scope-of-work, at a minimum, the building(s) and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the retrofitted building(s) meets (or will meet) ARC 4496. Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

At a minimum, all envelope protection systems and products purchased and installed as part or in whole of this grant shall meet the windload design requirements of ASCE 7, Risk Category IV and Exposure Category "C" (unsheltered exposure). Also, all envelope protection systems or products purchased and installed as part or in whole of this grant shall have been tested and passed the large missile impact test procedures of ASTM E 1886 and ASTM E 1996, or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.

The period of performance for this grant shall end on December 31, 2020 unless an extension is authorized by the Division through modification of the funding Agreement.

Funding provided by the Division under this Agreement, in part, shall compensate for the materials and labor for the construction of a hurricane-resistant protective enclosure, installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer nor imply any warranty of use or suitability for the work performed pursuant to this Agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from high wind events even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

III. TASK PRODUCTS

- A. Recipient shall prepare and submit an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement to be requested for each activity. Table SW-1 *Initial Timeline and Estimated Reimbursement Allocation* may be used to meet this task product.
- B. Recipient shall submit a copy of the local public advertisement(s) requesting professional and construction services; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of bidders and their respective prices; and a copy of accepted vendor bid form(s).
- C. If applicable, the Recipient shall provide one (1) set of substantially complete (approximately 80 percent) preliminary design/permit documents (drawings and specifications manual) for review and comment by the Division. As applicable to the project, the design/permit documents shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.
- D. If applicable, the Recipient shall provide one (1) set of near bid-ready (100 percent) or pre-construction design/permit documents (drawings and specifications manual) for

review and comment by the Division. As applicable to the project, the design/permit documents shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.

- E. The Recipient shall provide the Division with copies of large missile impact envelope protective system or product test certifications, reports or Notices of Acceptance. Documentation shall demonstrate that the system(s) and product(s) meet the large missile impact performance requirements of the scope-of-work. Failure to provide the required documentation, or disapproval of the documentation by the Division, shall result in denial of funds.
- F. If applicable, the Recipient shall provide the Division one (1) set of final or "as-built" construction documents certified by the applicable registered or licensed design professional(s) of record upon completion of the project.
- G. The Recipient shall provide the Division with copy(s) of pertinent construction and regulatory permits, detailed construction schedule (e.g., Gantt Chart), observation/inspection reports (if any), certificate of completion (or written acceptance of completed work by building official), and photographs documenting pre-construction conditions and post-construction completed work.

IV. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

V. FUNDING COMPLIANCE REQUIREMENTS

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VI. REPORTS AND REIMBURSEMENT

1. A Quarterly Progress Report is due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted quarterly until submission of the administrative Final Close-Out Report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30. The Quarterly Progress Report shall provide the status of documentation requirements in accordance with the Reporting Schedule in Attachment C, as well as a discussion of significant events or milestones, circumstances affecting dates, and any special issues that should be reported.
2. **Reimbursement may be, and is encouraged to be, requested on a quarterly basis or as needed**, and will be based on expenses as reported and indicated by the submission of the Quarterly Progress Report required by Paragraph 7(b) and the submission of an approved Financial Report/Reimbursement Request for payment. Purchase and/or installation and vendor invoicing shall be completed no later than December 31, 2020.
3. A full accounting for the expenditures will be contained in the Final/Close-Out Report, which is due 45 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs. The Final/Close-Out Report shall provide a breakdown of actual funds used for each building, and the actual funds used for building/location of standby or emergency electric power system(s), if applicable. Additionally, the Final/Close-Out Report shall indicate the dates and amounts of all reimbursement requests submitted by the Recipient to the Division during the period of the Agreement, the total amount of funds the Recipient received for this project under the Agreement, and the balance of unused funds, if any, that will not be used by the Recipient for this project Agreement and may be deobligated from this project Agreement by the Division.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Orange County Hurricane Shelter Retrofit Project(s)				
PROJECT PHASE/ ACTMITY	Start Date	End Date	State Funds	Other Funds
Board Contract Approval				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/ Mobilization				
Construction Project Management				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals				
TOTAL Estimated Project Cost				

A&E - Architectural and Engineering; FY - Fiscal Year