

Contract Number: F0027
Project Number: DEM-SR00022

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
SCHOOL BOARD OF BREVARD COUNTY**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and School Board of Brevard County ("the Sub-Recipient") to modify Contract Number F0027, dated February 17, 2020, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hurricane Loss Mitigation Program of \$210,000.00, in State Funds; and

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

WHEREAS, the Agreement expired on December 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms and increase the Federal Funding under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 7 of the Agreement is hereby amended to read as follows:

(7) PERIOD OF AGREEMENT

This Agreement shall begin February 17, 2020 and shall end September 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Agreement is amended to increase the State Funding by \$279,534.52, for the maximum amount payable under the Agreement to \$489,534.52, (Four Hundred Eighty-Nine Thousand, Five Hundred Thirty-Four Dollars and Fifty-Two Cents)
4. The Budget and Scope of Work, Attachment A 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.
5. 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.
6. 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.

7. 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.

SUB-RECIPIENT: School Board of Brevard County

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

**Attachment A
Budget and Scope of Work**

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary and Benefits	0
Other Personal/Contractual Services	\$479,034.52
Administrative Expenses (Limited to no more than 5%)	\$10,500
Expenses	0
Operating Capital Outlay	0
Fixed Capital Outlay	0
Total Expenditures	\$489,534.52

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

Agreement funds will also be used for the design and construction of a hurricane-resistant protective enclosure for a generator including appropriately sized Automatic Transfer Switching (ATS) devices, new electrical panels and miscellaneous hookup incidentals, including mitigation of the laydown hazard. Laydown hazard mitigation shall include canopy thinning of all trees adjacent to the buildings 5,6,7,8.

Upon written request (U.S. Mail, facsimile, e-mail) by the Recipient and written authorization by the Division, project cost under-run/surplus funds may be used for:

- Additional electrical design, installation or construction on the campus that is consistent with Section 453.25.5, *2017 Florida Building Code—Building* (sixth edition) and subsections 1, 2 and 3
- Additional structural retrofitting needed to improve hurricane safety of scope-of-work designated building(s)

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 generator protective enclosure design and construction; generator enclosure switching placement and connection electrical work; building envelope protection costs; other mitigation measures; and other standby electric power system costs.

II. SCOPE OF WORK

Grant funds will be used for the design and installation of new automatic transfer switching devices appropriately sized, new panels and miscellaneous hookup incidentals. Grant funds will also be used for design and construction of hurricane-resistant protective enclosure(s) at the school.

School Campus / Address	Estimated Quantity of hurricane shelter spaces, spaces	Grant Funds Provided,
<i>Oak Park ES, Brevard County, FL Generator Protective Enclosure; Buildings 5,6,7,8 will be conditioned space - Laydown hazard mitigation shall include canopy thinning of all trees adjacent to these buildings.</i>	586	\$489,534.52
Totals	586	\$489,534.52

The identified building(s) have been designated by the county emergency management agency as a 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) and equipment, systems and products that are relocated, constructed or installed with grant funds in good working and functional condition for the life of the structure, equipment, system or product, 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; site survey and soil testing; necessary permit and inspection fees; site fill, grading and landscaping; civil and utilities site work; necessary demolition and facility or site restoration; construction of protective enclosure and equipment foundation slab(s); essential appurtenant structures and service equipment; special inspections; lightning protection; generator disconnect, loading and unloading, transport and connection; costs associated with Leadership in Energy and Environmental Design (LEED) certification; and, management and administration of the grant (limited to no more than five percent).

- A. At a minimum, the generator system shall be designed and installed to provide full service to electrical systems and circuits, including adequate Heating, Ventilation and Air-Conditioning (HVAC) of shelter occupant areas. Campus mechanical, electrical, plumbing and safety systems that are essential support systems for shelter operations shall be included in the standby electrical system design and installation.
- B. Design and construct a hurricane-resistant protective enclosure for the generator, fuel tank and essential or appurtenant electrical equipment. At a minimum, the protective enclosure, and essential ancillary or appurtenant structures shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

- C. Install a new automatic transfer switching device, new panels and miscellaneous hookup incidentals.
- D. The wind load design requirements of the protective enclosure(s), essential ancillary or appurtenant structures and equipment shall be in accordance with the American Society of Civil Engineers (ASCE) Standard 7, *Minimum Design Loads for Buildings and Other Structures*. The minimum wind design criteria shall include:

Design Wind Speed, $V = 150$ miles per hour (3 second gust)

Exposure Category = C

- E. The generator and fuel tank, essential ancillary or appurtenant structures and equipment, and protective enclosure(s), shall resist penetration by windborne debris impact. Impact resistance applies to both vertical (walls, doors, louvers, etc) and horizontal (roof) surfaces. At a minimum, the equipment or enclosure(s) must resist penetration by a nominal 2"x4" lumber plank weighing 9 pounds propelled at 34 miles per hour (50 feet per second) striking end-on and normal to the weather surface, or similar performance as approved by the Division. As applicable, impact test procedures shall be consistent with recognized state and national standards; such as, American Society of Testing and Materials (ASTM) Standards ASTM E 1886 and ASTM E 1996, and Florida Building Code 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 performance standards of the hurricane provisions of International Code Council's storm shelter standard ICC 500.
- F. The minimum design elevation of the lowest floor for the generator enclosure and essential appurtenant structures and equipment shall be located outside of or elevated above the highest elevation of the following: the base flood plus two (2) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined); or the highest recorded flood elevation plus two (2) feet if the area is not in a mapped special flood hazard area.
- G. The following information related to wind loads and flooding shall be shown on the construction drawings: 1. wind design per ASCE 7 with applicable year of revision; 2. design wind speed; 3. wind importance factor, I ; 4. design wind exposure category; 5. design wind pressures in terms of pounds per square foot (psf); 6. Windborne debris impact performance criteria; and 7. Elevation of installed equipment measured relative to the National Geodetic Vertical Datum (NGVD) or base flood elevation.
- H. Where secondary (emergency) roof drains or scuppers are required by the Florida Building Code—Plumbing, the secondary system shall be sized for a rainfall rate of eight (8.0) inches per hour. Floor level drainage of air-permeable or open roof enclosures shall also be sized for a rainfall rate of 8 inches per hour.
- I. The Recipient shall provide a revised budget and timeline upon acceptance of responsive bid(s). The Recipient must obtain prior written approval for scope-of-work or budget changes. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

- J. The period of performance for this grant shall end on September 30, 2021 unless an extension is authorized by the Division through modification of the funding Agreement.

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.
- B. If applicable, the Recipient shall provide one (1) set of substantially complete (approximately 90 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.
- C. If applicable, the Recipient shall provide one (1) set of near bid-ready 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.
- D. 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.
- E. The construction documents shall demonstrate that the identified building's work shall meet the wind load, wind-borne debris impact and flood design requirements set forth in Scope of Work Items II.D through II.I. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- F. If applicable, the Recipient shall provide 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, 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.

The funding provided by the Division of Emergency Management 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 the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or 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 wind incidents even after the installation 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.

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. A partial reimbursement of work completed may be requested quarterly. 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 must be requested on a quarterly basis at a minimum** 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. Requests must include proof of payment and verified invoices. Purchase and/or installation and vendor invoicing shall be completed no later than September 30, 2021.
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 de-obligated from this project Agreement by the Division. A request for state inspection must be included in the Final/Closeout Report. Final reimbursement payment request shall be made after the project(s) passes inspection.

**Table SW-1. Initial Timeline and Estimated Reimbursement Allocation
Oak Park Generator System**

PROJECT PHASE/ACTIVITY	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