

SUB-RECIPIENT AGREEMENT CHECKLIST**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL | |
|----------------------------------------|------------------------------------|
| SUB-RECIPIENT: | City of Gainesville |
| PROJECT #: | DEM-SR00034 |
| PROJECT TITLE: | Grace Marketplace Shelter Retrofit |
| CONTRACT #: | F0084 |
| MODIFICATION #: | 1 |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| | Philip Mann Public Works Director 405 N.W. 29 th Avenue Gainesville, FL 32609-1738 |

Enclosed is your copy of the proposed contract/modification between **City of Gainesville** and the Florida Division of Emergency Management (FDEM).

| | COMPLETE |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal |
| <input type="checkbox"/> | Signed electronic copy |
| <input type="checkbox"/> | Reviewed and Approved |
| <input type="checkbox"/> | Signed and Dated by Official Representative |
| <input type="checkbox"/> | Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| <input type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated |
| | <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements |
| <input type="checkbox"/> | Attachment K – Certification Regarding Lobbying - completed, signed, and dated |
| | <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements |
| <input type="checkbox"/> | Electronic Submittal to the Grant Specialist Evan Jenkins on |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4516 or email me at Grant.Goodwin@em.myflorida.com.

Contract Number: F0084

Project Number: DEM-SR00034

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF GAINESVILLE**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Gainesville ("the Recipient") to modify Contract Number F0084, dated July 15, 2021, ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of \$70,200.00, in State Funds; and

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

WHEREAS, the Agreement shall expire on December 31, 2022; and

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement and increase the State 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 amended to increase the State Funding by \$47,800.00, for the maximum amount payable under the Agreement to \$118,000.00, (One Hundred Eighteen Thousand Dollars and No Cents).
2. Paragraph 7 of the Agreement is hereby amended to read as follows:

(7) PERIOD OF AGREEMENT

This Agreement shall begin July 15, 2021, and shall end March 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. 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.
5. 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.

6. Quarterly Reports are due to the Division no later than 30 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: CITY OF GAINESVILLE

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

**Attachment A
Budget and Scope of Work**

I. PROPOSED BUDGET

| Category | Anticipated Expenditure Amount |
|------------------------------------------------------|---------------------------------------|
| Salary and Benefits | \$0 |
| Other Personal/Contractual Services | \$118,000 |
| Administrative Expenses (Limited to no more than 5%) | \$0 |
| Expenses | \$0 |
| Operating Capital Outlay | \$0 |
| Fixed Capital Outlay | \$0 |
| Total Expenditures | \$118,000 |

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

The Recipient agrees to administer and complete the project per scope of work approved by the Florida Division of Emergency Management. The Recipient shall complete the work in accordance with all applicable State and Local Laws, Regulations and Codes.

Agreement funds shall be used for retrofit the buildings designated (listed below as Subject buildings) with exterior envelope fenestration or opening protection, to include windows, doors, louvers or other assemblies that penetrate through exterior walls and roofs. All systems must meet or exceed wind load requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV and Exposure C.

Wind load protection shall be provided on any other opening such as vents, louvers and exhaust fans. All design and construction drawings will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and large missile impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer's specification.

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 structural retrofitting needed to improve hurricane safety of scope-of-work designated building(s)
- Design for Retrofitting of additional buildings located on the same campus.

At final close-out, the Recipient shall provide a report showing the actual expenditures for all items under this Agreement.

II. SCOPE OF WORK

Subject building:

| Site Name | Bldg # / type | Description of Work | Offer | Risk Capacity (@ 20 SqFt each) |
|-------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------|
| Grace Marketplace 3055 NE 23rd Street Gainesville, FL 32609 | Dorm building FBC 2010 | Appropriate Fenestration Protection for all softspots, windows and doors. Verification of reinforcement and Roof tiedowns/strapping | \$118,000 | 252 Spaces 5046 SF |
| | | | \$118,000 | 252 |

Cost effective - **YES**

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.

- A. The building(s) and essential appurtenant structures and service equipment shall resist penetration by windborne debris impact. Agreement funds shall be used to retrofit designated buildings with exterior envelope fenestration protection, to include windows, doors, louvers or other assemblies that penetrate through exterior walls and roofs. Vertical surfaces located above 60 feet in height shall meet the hurricane wind-borne debris (missile) impact standard ASTM E 1996, Missile Level D. That is, the building's exterior enclosure 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 assembly surface, or equivalent performance as approved by the Division. Therefore, all envelope protection systems or products purchased and installed with 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 recipient agrees to maintain the assemblies, systems and products that are constructed or installed under the funding agreement in good repair and functional condition for the expected life of the work but not less than 15 years. Should the facility be activated as a hurricane shelter, the building owner agrees to facilitate staff and or community personnel to manage the operation if requested by Alachua County Emergency Management.

III. TASK PRODUCTS

- A. Per scope-of-work item II, Recipient shall prepare an initial timeline with key milestone activities schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this Task.
- B. Design Bid- As applicable, Recipient shall submit a copy of the local public advertisement(s) requesting design professional services; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of respondent providers and their respective prices; and a copy of selected providers bid form(s). The Recipient shall provide the Division with copies of pertinent bid package including but not limited to RFP, RFQ, ITB, or other proposal or bid requests, advertising, pre bid conference or other information, bid conference, bid documents, award materials if applicable, award, and bid.
- C. The Recipient shall provide one (1) copy each of site survey, site master plan, spatial needs assessment, *if required* by the project, and schematic design plan or preliminary design drawings for review by the Division. The spatial needs assessment and schematic/preliminary design may be consolidated into one document.
- D. The Recipient shall provide one (1) set of substantially complete (approximately 90 percent) preliminary design construction drawings and specifications for the building(s) and essential appurtenant structures for review and comment by the Division. The Recipient shall ensure that the Division's comments are incorporated into the construction documents. The construction drawings shall include, *if required* by the project, site survey, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings as required and pertinent to the project.
- E. The construction documents shall demonstrate that the building(s) and essential appurtenant structures and service equipment will meet the provisions set forth in scope-of-work items explicated in Section II. 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. The Recipient shall provide the Division with copies of pertinent construction regulatory reviews and permits, the designers detailed schedule of work (e.g., Gantt Chart), and wind load and wind-borne debris impact product performance certifications or test reports.
- G. The Recipient shall provide the Division with a copy of photographs of selected preconstruction site conditions; and final bid-ready construction documents, to include drawings, specifications, bid documents, and opinion of probable cost with signature of designer(s) of record.
- H. Construction Bid- Recipient shall submit a copy of the local public advertisement(s) requesting design professional services; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of respondent providers and their respective prices; and a copy of selected providers bid form(s). The Recipient shall provide the Division with copies of pertinent bid package including but not limited to RFP, RFQ, ITB, or other proposal or bid requests, advertising, pre bid conference or other information, bid conference, bid documents, award materials if applicable, award, and cost to complete the project and construction time line.

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 is required 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 March 31, 2023.

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.

| Table SW-1. Initial Timeline and Estimated Reimbursement Allocation | | | | |
|---------------------------------------------------------------------|------------|----------|-------------|-------------|
| 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 | | | | |
| Contingency | | | | |
| Administrative Fees; maximum of 5% | | | | |
| Sub-Totals | | | | |
| TOTAL Estimated Project Cost | | | | |

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