

RESOLUTION NO. 22- 10 - 107

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT
WITH MCFARLAND JOHNSON TO COMPLETE THE DESIGN AND
ENGINEERING FOR FLOODPROOFING FOR FIRE STATION 20,
NEW SAFE ROOM AND GENERATOR ENCLOSURE; AUTHORIZING
THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED
FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") proposes to dry floodproof Fire Station 20, a new Safe Room and generator enclosure located at 81850 Overseas Highway (the "Project"); and

WHEREAS, the Village was awarded grant funding from the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") administered by the Florida Department of Emergency Management ("FDEM") for the design and construction of a Safe Room at Fire Station 20 (the "Safe Room Project") and for the design and construction of dry floodproofing for Fire Station 20, the new Safe Room and generator enclosure (the "Floodproofing Project"); and

WHEREAS, Phase One of the grant is the design and engineering for both the Safe Room Project and Floodproofing Project, and the federal share of grant funding is Ninety Seven Thousand Forty-Two and 50/100 Dollars (\$97,042.50); and

WHEREAS, design and engineering for the Safe Room has been completed, and on August 12, 2022, the Village issued Request for Proposals (RFP) 22-08 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment for the design and engineering of the Flood Proofing portion of the Project; and

WHEREAS, the deadline for RFP 22-08 was September 12, 2022, and the Village Manager established an Evaluation Committee (the "Committee") to review proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

WHEREAS, the Committee reviewed one proposal received and recommends selection of the sole proposer, McFarland Johnson, Inc., for the requested services at a not-to-exceed cost of \$96,485.00; and

WHEREAS, the Village shall submit a request to the FDEM to increase in the grant award amount based on the total cost for the Phase One services; and

WHEREAS, the request for the increase in grant funding may not be approved through the HMGP program, thereby increasing the Village's share of Phase One project costs to \$100,183.02; and

WHEREAS, the Village Council acknowledges the expenditure obligation and finds that approval of the Agreement with McFarland Johnson to complete the design and engineering for the Floodproofing Project is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Selection. The Village Council of Islamorada Village of Islands, approves the Agreement with McFarland Johnson, Inc. to provide the design and engineering services for dry floodproofing Fire Station 20, the new Safe Room and generator enclosure (the "Floodproofing Project") attached hereto as Exhibit "A".

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement with McFarland Johnson, Inc. on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this b day of October 2022.

Motion to adopt by DAVID Webb, second by Pete Bacheler.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Peter Bacheler	<u>Yes</u>
Vice Mayor Henry Rosenthal	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Joseph B. Pinder III	<u>Yes</u>
Councilman David Webb	<u>Yes</u>



PETER BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the **6th** day of **October**, 2021, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

McFarland Johnson
a New York Corporation authorized to transact business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an experienced independent contractor to complete Design and Engineering Services for Dry Floodproofing Fire Stations 19 and 21 (the "Services").

1.2 On July 15, 2022, the VILLAGE issued Request for Proposals 22-07 for the Services (the "RFP")

1.3 On August 16, 2022, the VILLAGE received a proposal from CONTRACTOR for the design and engineering services (the "Services") as expressed in the RFP.

1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.

1.5 On August 25, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 22-08-92, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute an Agreement with CONTRACTOR for the Services.

1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services in accordance with the RFP as made par in Article 2 as set forth herein and on the schedule set forth in Article 3.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "1".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "1" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "1", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "1". A total contact price hereto is referred to as Contract Price and shall not exceed **One Hundred Eighty Two Thousand Seven Hundred Seventy Two Dollars and 00/100 (\$182,772.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "1" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Services as described in the Proposal attached hereto as Exhibit "1" against errors for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5 **CONTRACTOR'S LIABILITY INSURANCE**

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;

- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Services and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement, except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4. Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

ARTICLE 10

TERM AND TERMINATION

10.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 11 CONTRACT DOCUMENTS

11.1 CONTRACTOR and VILLAGE hereby agree that the following Exhibits and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "1"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 12 MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

12.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

12.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of the VILLAGE.

12.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.7 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

12.8 Scrutinized Companies.

- a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: James M. Festa, PE
Chief Executive Officer
McFarland Johnson, Inc.
49 Court Street, Suite 240, Binghamton, NY 13901

12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement

and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 13 CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL

13.1 The Services provided under the RFP are expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to the RFP or this Agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages were made part of the RFP for the Services and are made a part of this Agreement as if fully set forth herein. The CONTRACTOR completed and signed the three documents noted as requiring signature and submittal with the Proposal. The signed documents are made part of this Agreement.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
4. DAVIS BACON ACT
5. COPELAND ANTI-KICKBACK ACT
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. DEBARMENT AND SUSPENSION – *Signed document required*
10. BYRD ANTI-LOBBYING AMENDMENT – *Signed document required*
11. PROCUREMENT OF RECOVERED MATERIALS

12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
13. RETENTION OF RECORDS

Additional Contract Terms for Federal and FEMA-funded Projects – Combined into one document – *Signed document required*

ACCESS TO RECORDS

CHANGES/MODIFICATIONS

NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

NOT OBLIGATION BY THE FEDERAL GOVERNMENT

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 
Village Manager

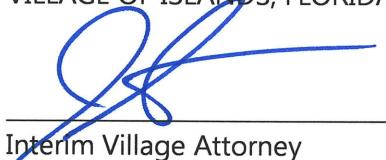
AUTHENTICATION:



Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY



Interim Village Attorney

CONTRACTOR

WITNESSES:

Juni M. Lynn
Donna S. Free

By: James M. Festa

Print Name: James M. Festa

Title: Chief Executive Officer

Date: 9/22/22

ATTEST:

W. R. Wolf

SECRETARY

STATE OF FLORIDA New York
COUNTY OF Broome)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22nd day of September, 2022 (year) by James M. Festa, (name of person making the statement) as CEO (title) of McFarland Johnson (company name), who is personally known to me or has provided Florida Driver's License as identification.

Linda M. Monahan
NOTARY PUBLIC

My Commission Expires: 7/2/26

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747

Residing in Broome County
My commission expires 7/2/26

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, Executive Order 11375 of

October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Islamorada, Village of Islands, and understands and agrees that Islamorada, Village of Islands will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

TAB 10 | CONTRACT TERMS

Sign and Submit

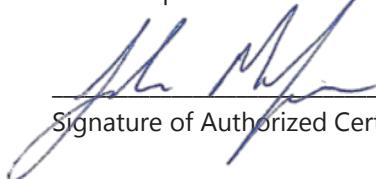
9. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

[John Mafera, Vice President](#)

Name and Title of Authorized Certifying Official

[08/15/2022](#)

Date

TAB 10 | CONTRACT TERMS

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

TAB 10 | CONTRACT TERMS

Sign and Submit

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

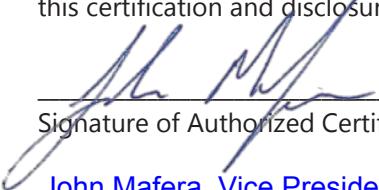
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an officer or employee of an agency, 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.
2. 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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 representation 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 person 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

John Mafera, Vice President

Name and Title of Authorized Certifying Official

08/15/2022

Date

Request for Proposals
DESIGN & ENGINEERING FOR DRY FLOODPROOFING ISLAMORADA FIRE STATIONS 19 & 21

RFP 22-07

Page 21 of 25

11. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

13. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
 - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

TAB 10 | CONTRACT TERMS

Sign and Submit

ADDITIONAL CONTRACT TERMS FOR FEMA-FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. Non-use of DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

TAB 10 | CONTRACT TERMS

F. Program Fraud and False or Fraudulent Statement or Related Facts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

John Mafera, Vice President

Name and Title of Contractor's Authorized Official

See attached document for Exhibit "1"

RFP NO. 22-07

DESIGN AND ENGINEERING SERVICES FOR DRY
FLOODPROOFING ISLAMORADA FIRE STATIONS 19 AND 21

AUGUST 16, 2022



McFarland Johnson

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**ISLAMORADA
VILLAGE OF ISLANDS
ADMINISTRATIVE CENTER
PUBLIC SAFETY HEADQUARTERS
86800**





August 16, 2022

Village Clerk
 Administrative Center and Public Safety Headquarters
 86800 Overseas Highway, 3rd Floor
 Islamorada, Florida 33036
 Electronic Copy Submitted via email: mary.swaney@islamorada.fl.us

RE: RFP 22-07 | Design and Engineering Services for Dry Floodproofing Islamorada Fire Stations 19 and 21

Dear Evaluation Committee:

McFarland-Johnson, Inc. (MJ), a full-service engineering firm with an office in the **Florida Keys**, is very excited to submit our qualifications and fee proposal to Islamorada, Village of Islands ("the Village") in response to the above-referenced RFP. MJ has a proven track record of delivering projects successfully, on-time and within budget to the Village and its Fire Department. We are excited for the opportunity to assist the Village and the Islamorada Fire Rescue Department completing this dry flood proofing project and expedite a Floodproofing Certificate for Non-Residential Structures.

COMPANY OVERVIEW: MJ was established in 1946 and is a 100% employee-owned, multi-disciplinary firm nationally recognized for providing a wide range of consulting and engineering services, including: buildings and facilities design, environmental/permitting services, highway and bridge design, airport planning and design, and innovative technology solutions. With 160+ professionals, MJ's expertise extends into the areas of site/civil, hydrology and hydraulics, water, wastewater, mechanical, electrical, plumbing, fire protection, utility coordination, and construction administration. MJ offers a wide range of additional value-added services such as **resiliency adaptation and dry flood proofing design**, energy conservation, environmental monitoring and compliance, 3D modeling and visualizations, REVIT, BIM, and public outreach. We pride ourselves in delivering "**Innovative Solutions, Sustainable Results**".

UNDERSTANDING OF WORK TO BE PERFORMED: Our objective is to provide a coordinated design and engineering services to protect the fire stations from damage caused by a 500-year flood event or Base Flood Elevation plus two (2) feet (whichever is higher), an additional increase to account for sea level rise will be added to both scenarios, allowing the Islamorada Fire Rescue Department to continue their emergency management duties, as per as per 44 CFR Part 60 and 44 CFR § 60.3(c)(3). **Our design and engineering plans will detail a combination of measure, improvements and required alterations for the existing fire stations (including attendant utilities and equipment) being watertight with elements substantially impermeable and with structural components having the capacity to resist flood.** The scope starts with validating flood design class and flood protection level, followed by a detailed condition assessment and flood load calculations of the Fire Stations to confirm buildings are structurally sound to resist hydrostatic (include buoyancy), hydrodynamic, impact and wave forces and ensure public safety. All utilities and equipment are considered during the design process. Once the design and technical specifications are complete, a signed and sealed FEMA Form 086-0-34 will be provided.

VALIDATE
 FLOOD DESIGN CLASS
 & FLOOD PROTECTION LEVEL

BUILDING CONDITION
 ASSESSMENTS (FS 19 & 21)

FLOOD LOAD
 CALCULATIONS

EVALUATE BUILDING SYSTEMS
 AND MITIGATION MEASURES

DRY FLOOD PROOFING
 DESIGNS INCLUDING
 PENETRATIONS AND JOINTS IN
 WALLS AND SLABS

O&M PLANS FLOODPROOFING
 CERTIFICATE

SUMMARY OF SCOPE APPROACH

MJ will assist the Village in compiling a comprehensive Flood Emergency Operations Plan, an Inspection and Maintenance Plan, and will provide construction administration services.

The MJ Team has a clear understanding of buildings vulnerabilities and level of effort required to retrofit the fire stations since **we performed a preliminary site assessment and identified all openings, joints and utility pathways** (e.g., mechanical, electrical, plumbing) that require dry floodproofing measures to protect these essential facilities against flood damage. Flood protection measures at openings require embeds to provide a level uniform surface for sealing gaskets. These elements will alter building aesthetics, may slightly alter egress doorway floor slope and when installed will block building egress. In past dry floodproofing projects, we have worked with architects to address ADA, life safety and aesthetics issues creating by floodproofing measures.

COMMITMENT TO PERFORM THE WORK: As a 100% employee-owned firm, the MJ Team is committed to delivering **engineering design for the two (2) fire stations simultaneously**, making a positive impact to the Village and its Fire Rescue Department. MJ establishes an organization and execution strategy to meet the goals of the Village for reliability, compliance, performance, funding, and schedule. **Our design process and engineering plans will demonstrate feasibility, effectiveness and cost-effectiveness**. MJ is committed to ensuring that the projects are closely coordinated, analyzed and monitored, and that all environmental and engineering procedures and requirements are adhered to, as per project scope and the Village's needs.

QUALIFICATIONS AND RELEVANT EXPERIENCE: Since the most important aspect is the qualifying experience of the design professionals, below is a summary of the professional experience from key technical staff in projects that involved dry flood proofing, wind retrofit and/or other structural retrofitting.

1. Dry Floodproofing North Sludge Thickener Tallman Island WWTP	- New York Department of Environmental Conservation (NYSDEC)
2. Dry Floodproofing South Sludge Thickener Tallman Island WWTP	- NYSDEC
3. Dry Floodproofing Digester Complex Tallman Island WWTP	- NYSDEC
4. Dry Floodproofing Chlorination Building Hunt Point WWTP	- NYSDEC
5. Dry Floodproofing RAS Pump Station Hunt Point WWTP	- NYSDEC
6. Dry Floodproofing Dewatering Pump Station Hunt Point WWTP	- NYSDEC
7. Dry Floodproofing Primary Sludge Pump Station Hunt Point WWTP	- NYSDEC
8. Dry Floodproofing Primary Service Tunnels Hunt Point WWTP	- NYSDEC
9. Wastewater Membrane Bioreactor Wind Retrofit	- City of Marco Island
10. Fire Station No. 30 Vehicle Support Building	- Immokalee Fire Control District

For the past 76 years, MJ has provided engineering services to government entities like the Village for a variety of technical disciplines, including Environmental, Structural, Civil, Mechanical, Electrical, and Plumbing Engineering.

TIMELINE: We recognize that time is of the essence for the completion of the project. The MJ Team is committed to the project schedule with personnel available to start working immediately. We will develop design plans simultaneously for both fire stations but with separate deliverables so that the review process can be advanced with the Building Department and FDEM, independently. Our preliminary schedule reflects approximately 6 weeks for Fire Station 21 and 8 weeks for Fire Station 19.

PROJECT MANAGEMENT / STAFFING: **Rafael Jimenez, PE, SE, SI**, will lead our team as your Project Manager and Structural Lead. Rafael has more than 20 years of structural and civil engineering experience and has completed over ten dry floodproofing projects for essential facilities and several other projects in the Florida Keys. Rafael was also the Lead Engineer for the Engineering Peer Review for Islamorada Fire Station 20.

THE MJ TEAM: We offer the right team of professionals, combined with our Florida Keys presence, to deliver **cost-effective solutions** based on **comprehensive planning, practical design and flexible execution**. MJ is also an active member of the American Flood Coalition and brings a full range of integrated engineering services. Our team's experience on infrastructure projects routinely involves consideration of resiliency, sea level rise adaptation and sustainability, either as a function or integral part of implementing living shoreline techniques on the coast.

We would greatly appreciate the opportunity to provide the Village with the requested services. If you have any questions or need additional information don't hesitate to contact us at 305-705-4871 or via email at jmafera@mjinc.com.

Respectfully Submitted,

McFarland-Johnson, Inc.



John L. Mafera
Vice-President



TAB 2 | COMPANY OVERVIEW

PROVIDE AN OVERVIEW OF THE COMPANY DETAILING THE TOTAL NUMBER AND EXPERTISE OF PROFESSIONAL STAFF THAT WOULD BE ASSIGNED TO THE PROJECT, DESCRIBING STAFF CREDENTIALS, AND IDENTIFYING OFFICE LOCATIONS AND STAFF ASSIGNED TO THOSE OFFICES THROUGHOUT THE FLORIDA KEYS OR THE NEAREST LOCATIONS TO THE FLORIDA KEYS.

Established in 1946, MJ is a local, nationally-recognized engineering and consulting firm with over **160+ professionals** encompassing licensed engineers (civil, structural, mechanical, electrical), environmental professionals, planners, software developers, and technology technicians with expertise in multiple disciplines and project types, including **dry floodproofing, wind protection and building hardening** for critical and essential facilities. We provide a wide range of engineering and environmental consulting, public outreach, design, and construction administration services for:

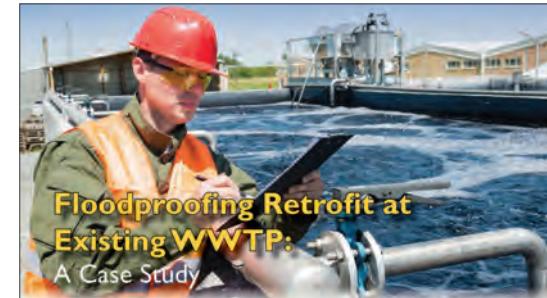
- Municipally-Owned Buildings
- Parks & Recreational Facilities
- Buildings & Utilities
- Roadways & Bridges
- Stormwater & Drainage Infrastructure
- Water & Wastewater Infrastructure
- Airports & Ports

As a 100% employee-owned firm, MJ professionals are committed to delivering innovative solutions that make a positive impact for our clients. Our wide variety of in-house capabilities coupled with our highly-trained, diversified and certified environmental professionals make our firm the best choice for this Contract. We offer the right team, with the local presence and national experience to provide Islamorada, Village of Islands ("the Village") and the Fire Rescue Department with the requested services. With office in the Florida Keys and other offices along the U.S. East Coast, MJ is a full-service engineering firm with the in-house capability to successfully deliver projects that involve **multidisciplinary and interrelated disciplines**.

DRY FLOODPROOFING EXPERTISE

Our subject matter experts understand the critical issues and the "know-how" for an effective execution of multidisciplinary tasks required for successfully complete a dry floodproofing project satisfying FEMA, FDEM and HMGP grant agreements. Our team of experts includes American Society of Civil Engineers (ASCE) members and Florida licensed engineers and architects with years of experience with floodproofing design for government and commercial properties. Moreover, our Sr. Project Manager and Structural Lead (Rafael Jimenez, PE, SE, SI) for this project was a member of the structural design team tasked with designing retrofits to improve resiliency by addressing storm surge at several independent buildings at three (3) New York City wastewater treatment facilities under the New York City Wastewater Resiliency Plan¹.

Furthermore, Rafael appeared in the **Journal Florida Engineering Society** (July 2020) and presented his case study for floodproofing retrofit at wastewater treatment plants. Additionally, in 2019 he was invited to the ASCE Florida Section Annual Convention as the **subject matter expert and presented a seminar** on Structural Modifications for Existing Facilities at a Wastewater Treatment Plant as Result of Climate Change.



In 2012, Hurricane Sandy caused \$100 million in damage to NYC's wastewater facilities and revealed vulnerability to severe storms and storm surge. Due to the damage, NYC implemented the NYC Wastewater Resiliency Plan, which ultimately recommended over \$315 million in resiliency upgrades to the city's wastewater facilities. In 2012, I was a member of the structural design team tasked with designing retrofits to increase resiliency to storm surge at three NYC wastewater treatment facilities.



Climate change can impact wastewater treatment facilities in ways that were not considered during the original design of the facilities. Many wastewater treatment plants are located near water in coastal areas. Climate induced sea-level rise increases the likelihood of storm surge and flooding. In 2012, Hurricane Sandy caused \$100 million in damage to NYC's wastewater facilities and revealed vulnerability to severe storms and storm surge. Due to the damage, NYC implemented the NYC Wastewater Resiliency Plan, which ultimately recommended over \$315 million in resiliency upgrades to the city's wastewater facilities. Last year, I was a member of the structural design team tasked with designing retrofits to increase resiliency to storm surge at three NYC wastewater treatment facilities.

The resiliency scope of work included egress analysis and compliance during flooding events; protection and waterproofing of electrical and mechanical systems, and structural engineering to resist flooding. The facilities that were built in the 1960s and 1970s are located on riverfront lots along the East River. The plant, which originally built in the 1960s, is within 600 ft of the Newton Creek, which also discharges into the East River.

The following sections describes the evaluation and design phases performed for one structure within a wastewater treatment plant as a case study.

Basis of Design Reports

This phase describes the project scope and objectives for all disciplines involved. These reports included strategies on how to proceed with design facility hardening.

¹After Hurricane Sandy NYC's wastewater facilities revealed vulnerability to severe storms and storm surge. New York City implemented which ultimately recommended over \$315 million in resiliency upgrades to the city's wastewater facilities.

TAB 2 | COMPANY OVERVIEW

■ STAFF CREDENTIALS

Our staff hold specialty credentials, in areas such as Special Inspections for Threshold Buildings, LEED design, energy management and building commissioning. We incorporate this knowledge into all of our designs, because we recognize that operations and maintenance costs are as important as initial development costs. MJ's staff is also trained in related areas such as:

- Guide to Dry Floodproofing of Structures
- FEMA Introduction to Hazard Mitigation (IS-393)
- FEMA Flood Mitigation Basics for Mitigation Staff (IS-322)
- FEMA Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance Grants (IS-1016)
- FEMA Electrical Systems Considerations (IS-1023)

KEY PERSONNEL CREDENTIALS	Years of Experience	Project Role	KNOWLEDGE / AREAS OF EXPERTISE							
			Management	Project	Life Safety	Architecture/ADA/Civil	Structural	M/E/P	Construction Mgmt./Admin.	Permitting & Compliance
Rafael Jimenez Velez, PE, SE, SI • MJ FL PE/SI Lic. #84876	20	Sr. Project Manager / Structural Lead	•			•	•		•	
David Rosa • MJ	23	Deputy Project Manager	•							•
Chris Kopec, PE, LEED AP • MJ FL PE Lic. #78966	25	Mechanical / Plumbing Lead		•		•		•	•	
Charles Howe, PE, LEED AP • MJ FL PE Lic. #82052	18	Electrical Lead					•	•		
Rafael A. Torrens, RA • CSA FL RA Lic #AR0017381	20	Architectural Lead	•						•	•

*Refer to **Tab 4 for Organizational Chart** and additional project staff to be involved in the project.

■ OFFICE LOCATIONS

MJ has been a Florida Keys firm with a local office in Key West, FL, for over seven years. Our Florida Keys office is supported by both our Miami and Hollywood offices.

McFarland Johnson also has the capacity to supplement project staff with additional qualified and trained personnel from our other Florida and national offices for the success of any project and task assigned.

Our local client-centered approach allows the MJ Team to respond to the Village requests in a timely and efficient manner. From accelerated deliverables to project strategy sessions, the MJ Team will be there to meet your needs. We understand how vital responsiveness is to the Village and completing quick turnaround. We are committed to providing the necessary service to ensure a long and successful partnership. With a local presence in Monroe County, supported by a host of expert professionals, we believe the MJ Team provides the most comprehensive approach to local client support and responsiveness. **Key staff assigned to this project would work out of our Key West, Miami and Hollywood offices.**





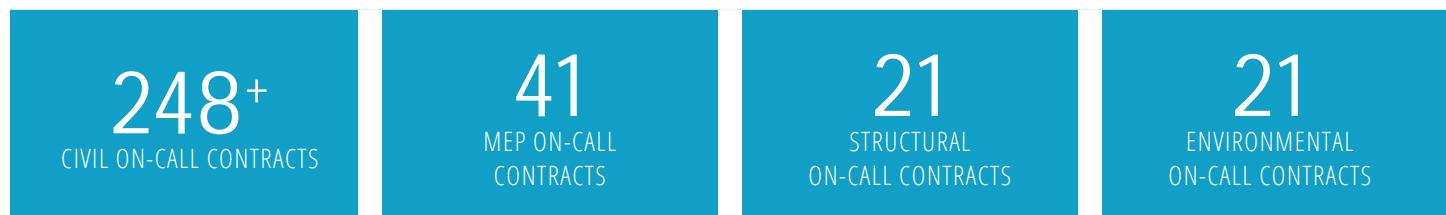
TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

- A) DETAIL THE QUALIFICATIONS AND EXPERIENCE OF THE CONTRACTOR AND SERVICES OFFERED.
- B) PROVIDE EXAMPLES OF COMPLETED SIMILAR PROJECTS COMPLETED.
- C) PROVIDE AN ORGANIZATIONAL CHART, IDENTIFYING KEY PERSONNEL AND THE REPORTING RELATIONSHIP OF KEY PERSONNEL WITHIN THE ORGANIZATION.

We have a proven and qualified team with significant specialized subconsultant experience in the Florida Keys and on similar projects. We have partnered with CSA Central, Inc. (**CSA Group**) for your project as they have previous experience completing projects for the Village and the Islamorada Fire Rescue Department.

■ DETAILED QUALIFICATIONS AND EXPERIENCE

The MJ Team is fully qualified to provide the services outlined in the RFP. With 76 years of planning, design, environmental and construction support services to our credit, MJ has many successful stories. Our experience covers a wide array of projects, including projects that have won accolades and industry awards. We know what has succeeded for similar dry floodproofing and building retrofitting projects and know how to develop solutions that work in the real world to deliver maximized performance. While you will be able to capitalize on our previous lessons learned, we will specifically tailor solutions appropriate for each particular fire station. As a result of our firm history, proven qualifications, in-house capabilities, and quality of work, throughout the years MJ has been selected in **300+ on-call professional services and continuing engineering contracts** across multiple disciplines, for municipalities and infrastructure agencies.



These on-call professional contracts are evidenced of our project management experience and ability to complete a variety of projects to the highest satisfaction. MJ's staff consistently deliver branded experience focused on exceeding clients' expectations and establishing long-term relations.

As highlighted in previous sections of this proposal, key staff have been very involved in working on projects similar to your scope of work. Some of this experience includes:

COMPLETED DRY FLOODPROOFING / WIND RETROFITTING PROJECTS BY TEAM MEMBERS

- NYSDEC Dry Floodproofing North Sludge Thickener Tallman Island WWTP
- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room"
- NYSDEC Dry Floodproofing South Sludge Thickener Tallman Island WWTP
- NYSDEC Dry Floodproofing Digester Complex Tallman Island WWTP
- NYSDEC Dry Floodproofing Chlorination Building Hunt Point WWTP
- NYSDEC Dry Floodproofing RAS Pump Station Hunt Point WWTP
- NYSDEC Dry Floodproofing Dewatering Pump Station Hunt Point WWTP
- NYSDEC Dry Floodproofing Primary Sludge Pump Station Hunt Point WWTP
- NYDEC Dry Floodproofing Primary Service Tunnels Hunt Point WWTP
- Immokalee Fire Control District Fire Station No. 30 Vehicle Support Building Wind Retrofitting

TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

OTHER COMPLETED PROJECTS IN THE FLORIDA KEYS

- Islamorada Engineering Peer Review for Fire Station No. 20 Hurricane Shelter
- Florida Keys Overseas Heritage Trail Connection at Cudjoe Gardens
- Florida Keys Marathon International Airport (MTH) Rental Car Wash Facility Design
- MTH Rental Car Wash Facility Construction Services
- Key West International Airport (EYW) FBO Access Road and Stormwater Design
- EYW Facility HAZMAT Environmental Survey
- EYW Elevated Airport Maintenance Storage Facility Design
- EYW Former Hertz Building Demolition
- EYW Customs Facility – Terminal Annex Renovation
- Key West International Airport Expansion Design
- Architecture and Engineering Services for the Upper Keys Center at the College of the Florida Keys



PROJECT MANAGEMENT

The expectation to provide services on time and within budget is built into the corporate culture at McFarland Johnson. Key to successful progression of each task is the ability to provide the right staff to complete the work elements required and to have access to that staff in a timely manner. MJ's staff's experience is well suited to the Village's needs. Starting from at the planning and proposal stage, the Project Manager coordinated scoping meetings and develop project budgets for the intended scope of work and technical support required. He will ensure all tasks assigned to the team are completed according to the project budget and schedule, hold regular progress meetings with the Village and Fire Rescue Department, and adhere to reporting requirements using earned value reporting methods, to meet project expectations.

Quality Assurance / Quality Control: MJ implements project-specific QA/QC checklist ensuring quality of deliverables and avoid negative schedule impacts. Our QC reviews are performed by discipline leads, based on their respective area of expertise and include the assessment of Client and Building Department review comments, to ensure these are all addressed.

Schedule Control: The MJ Team will regularly hold coordination meetings. The Project Manager ensures clear and frequent communication with the Client and keep all team members informed of critical milestones, QA/QC procedures and budget requirements. Project schedules are constantly monitored to provide regular status updates to the Village.

Budget Control: MJ is sensitive to the Village's budgetary constraints and will maximize efficiencies and control project budgets. As part of this, we emphasize preparing accurate and current scopes and associated fee estimates. MJ will identify anticipated variations to scope or budget early and discuss these with the Village.



TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

SIMILAR PROJECTS COMPLETED

The MJ Team has extensive professional experience conducting dry floodproofing and building retrofitting for government essential and critical facilities. Since the most important aspect is the qualifying experience from each individual to be involved, below is also included professional experience from the team members and their involvement in similar projects.

PROJECT EXAMPLE NO. 1: North Sludge Thickener Dry-Floodproofing at Tallman Island Wastewater Treatment Facility

PROJECT OWNER: New York State Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Tallman Island, including determination of the design flood loads in accordance with the current building code, ASCE 7 and ASCE 24. Global stability analyses had to be performed to counteract buoyancy and overturning forces, in addition to structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.

PROJECT EXAMPLE NO. 2: Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room"

PROJECT OWNER: Islamorada Fire Rescue Department / Islamorada, Village of Islands

DESCRIPTION OF WORK: Design of 2,500 square feet, FEMA 361 safe room at Fire Station 20, located at 81850 Overseas Highway in Islamorada, Florida. Services include Professional Architectural Design, Engineering, and Surveying Services. The safe room must be designed to withstand wind speeds of 250mph and comply with Florida's Division of Emergency Management (FDEM). Other services provided included Design Peer Review.

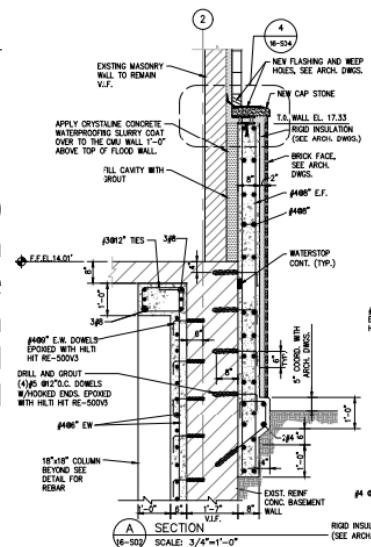
PROJECT EXAMPLE NO. 3: Digester Complex Dry-Floodproofing Design at Tallman Island Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Tallman Island, including determination of the design flood loads in accordance with the current building code, ASCE 7 and ASCE 24. Global stability analyses had to be performed to counteract buoyancy and overturning forces, in addition to structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.

Table 4 - Determine the sea level rise-adjusted design flood elevation for critical and non-critical facilities				
Critical* facilities				
End of useful life	Base Flood Elevation (BFE) ⁵⁴ in NAVD 88	+ Freeboard ⁵⁵	+ Sea Level Rise Adjustment ⁵⁶	= Design Flood Elevation (DFE) in NAVD 88
Through 2039	FEMA 1% (PFIRM)	24"	6"	= FEMA 1% + 30"
2040-2069	FEMA 1% (PFIRM)	24"	16"	= FEMA 1% + 40"
2070-2099	FEMA 1% (PFIRM)	24"	28"	= FEMA 1% + 52"
2100+	FEMA 1% (PFIRM)	24"	36"	= FEMA 1% + 60"

Non-critical facilities				
End of useful life	Base Flood Elevation (BFE) ⁵⁴ in NAVD 88	+ Freeboard	+ Sea Level Rise Adjustment	= Design Flood Elevation (DFE) in NAVD 88
Through 2039	FEMA 1% (PFIRM)	12"	6"	= FEMA 1% + 18"
2040-2069	FEMA 1% (PFIRM)	12"	16"	= FEMA 1% + 28"
2070-2099	FEMA 1% (PFIRM)	12"	28"	= FEMA 1% + 40"
2100+	FEMA 1% (PFIRM)	12"	36"	= FEMA 1% + 48"



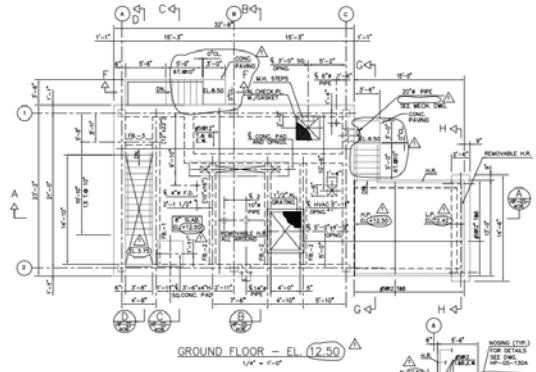
TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

PROJECT EXAMPLE NO. 4: Chlorination Building Dry-Floodproofing Design at Hunts Point Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Design flood loads were determined in accordance with the current building code, ASCE 7 and ASCE 24. Also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.



PROJECT EXAMPLE NO. 5: RAS Pump Station Dry-Floodproofing Design at Hunts Point Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Design flood loads were determined in accordance with the current building code, ASCE 7 and ASCE 24. Also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.

PROJECT EXAMPLE NO. 6: Dewatering Pump Station Dry Floodproofing Design at Hunts Point Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Design flood loads were determined in accordance with the current building code, ASCE 7 and ASCE 24. Also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.

PROJECT EXAMPLE NO. 7: Primary Sludge Pump Station Dry-Floodproofing Design at Hunts Point Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Design flood loads were determined in accordance with the current building code, ASCE 7 and ASCE 24. Also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2 feet freeboard.

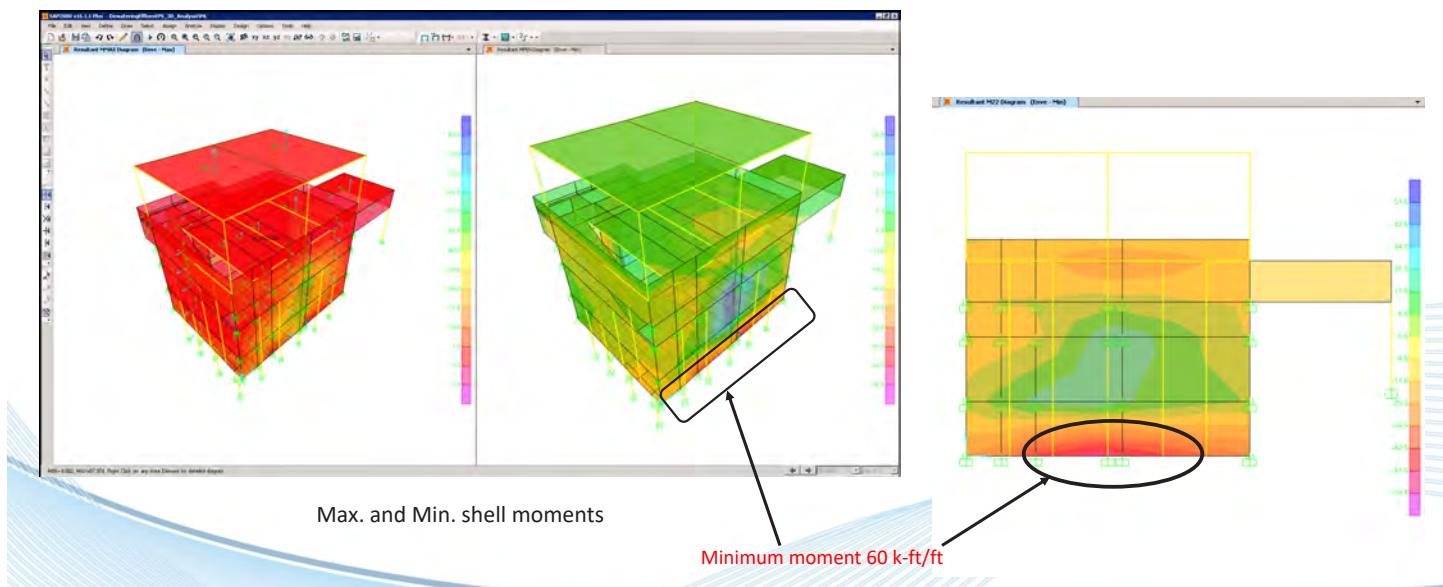
TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

PROJECT EXAMPLE NO. 8: Service Tunnels Dry-Floodproofing Design at Hunts Point Wastewater Treatment Facility

PROJECT OWNER: New York City Department of Environmental Conservation

DESCRIPTION OF WORK: Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

LOCAL STRENGTH CHECKS & DESIGN



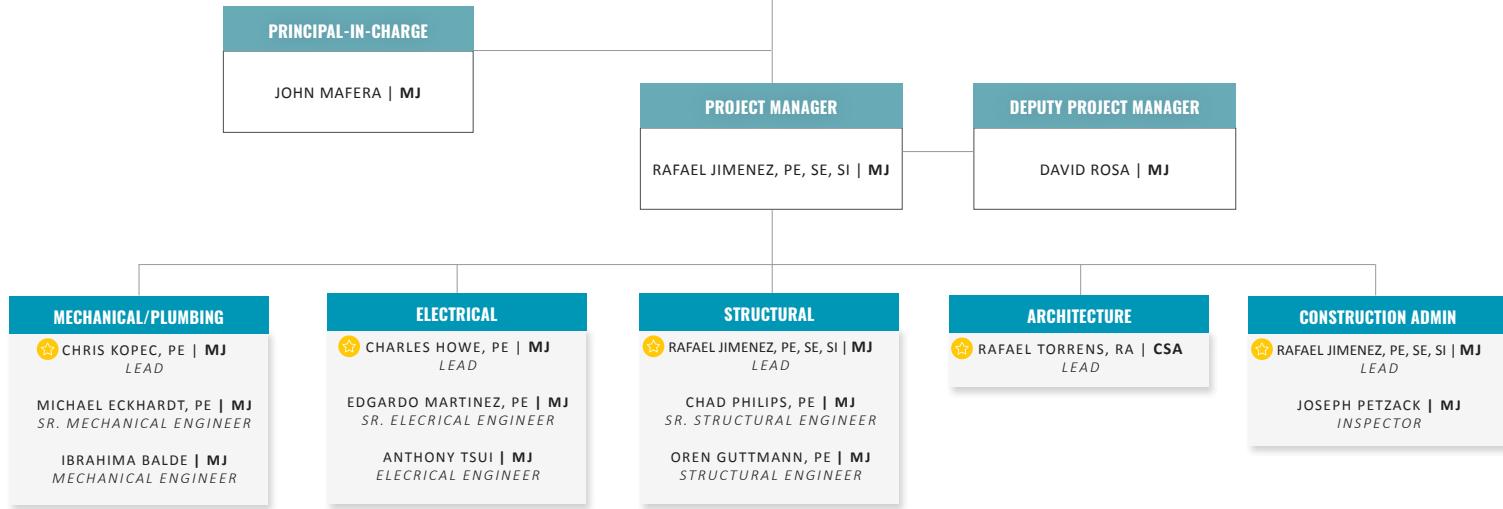
ORGANIZATIONAL CHART AND KEY PERSONNEL

As shown in the following **Organizational Chart**, our project organization structure is efficient and allows the skills to be matched with the needs for the Fire Station 19 and Fire Station 20 dry floodproofing designs. **Refer to Tab 4 – Project Staffing.**

TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

ORGANIZATIONAL CHART

★ LEAD STAFF



PROJECT MANAGER / STRUCTURAL ENGINEERING LEAD



PROJECT MANAGER / STRUCTURAL LEAD: Rafael Jimenez, PE, SE, SI, has over 20 years of structural and civil engineering experience and has completed over 10 dry floodproofing projects for essential facilities and several other projects in the Florida Keys. Rafael was also the Lead Engineer for the Engineering Peer Review for Islamorada Fire Station 20.

Also, he has construction inspection experience from multiple projects such as public, institutional, healthcare and commercial facilities, including zoos, storm shelters, juvenile detention centers, wastewater treatment plants, flood control structures and multi-story parking with retail spaces.

RELATED PROJECT EXPERIENCE:

- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room" – Design Peer Review
- Dry Floodproofing Projects at Tallman Island WWTP:
 - North Sludge Thickener
 - Sludge Thickener
 - Digester Complex
- Dry Floodproofing Projects at Hunt Point WWTP:
 - Chlorination Building
 - RAS Pump Station
 - Dewatering Pump Station
 - Primary Sludge Pump Station
 - Primary Service Tunnels

RAFAEL IS THE BEST SUITED PROJECT MANAGER FOR THIS TYPE OF PROJECT, BECAUSE HE OFFERS:

- Vast Experience in Dry floodproofing design, managing and designing projects in Monroe County
- Expertise in high-wind and high-seismic hazard areas and resiliency hardening of public facilities in coastal areas.
- Familiar with Local Landscape and Regulatory Process
- Experience Working with the Village and Islamorada Fire Rescue Department



TAB 3 | PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES



DEPUTY PROJECT MANAGER: David R. Rosa has over 20 years of project management and project coordination experience in the engineering and environmental fields in the public and private sector. His professional experience includes institutional, water and wastewater, energy, environmental, transportation, housing and building sector projects in Florida, New York and Puerto Rico. He is also a FL Stormwater Erosion and Sedimentation Control Inspector, certified by the Florida Department of Environmental Protection.

RELATED PROJECT EXPERIENCE:

- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room" – Design Peer Review
- College of the Florida Keys Key Largo Campus
- Islamorada A/E On-Call Engineering Contract
- FL Keys Overseas Heritage Trail Permitting and Mitigation
- Monroe County Hurricane Irma Roadway Repairs Projects



SR. STRUCTURAL ENGINEER: Chad Phillips, PE, has over 20 years of experience. Chad's specialty is reviewing existing structures and finding innovative ways to retrofit structures to meet new design requirements, such as heavier HVAC equipment or larger pumps. His structural engineering experience include industrial, educational, commercial, residential and government buildings, as well as water/wastewater treatment facilities.

RELATED PROJECT EXPERIENCE:

- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room" – Design Peer Review
- EYW Concourse A and Terminal Improvements
- Key West Floating Dock
- Islamorada Village of Islands - New Safe Room Fire Station #20 Peer Review
- Port of Miami Tunnel Biennial Inspection



MECHANICAL / PLUMBING LEAD: Chris Kopec, PE, LEED AP, is a Senior Mechanical Engineer with over 20 years of experience. His expertise includes the integration of sustainable principles into the design of heating, ventilation, and air conditioning systems. His areas of specialty include building energy modeling, including analyzing heat transfer characteristics of building envelopes to optimize building energy performance, and working closely with architects to overcome aesthetic challenges without compromising system design.

RELATED PROJECT EXPERIENCE:

- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room" – Design Peer Review
- Legislative Office Building Elevator Upgrades
- EYW Concourse A and Terminal Improvements
- MTH Rental Car Wash Facility Design and Construction Administration
- EYW Customs and Border Protection Renovation
- State Office Building Generator Replacement
- Fair Haven Beach State Park Bathhouse Renovation



ELECTRICAL LEAD: Charles Howe, PE, LEED AP, is a Senior Electrical Engineer with 20 years of experience, including medium and low-voltage power distribution, fire detection and alarm systems, lighting systems, communications, emergency power generation and security systems

RELATED PROJECT EXPERIENCE:

- Retrofitting of Islamorada Fire Station 20 to Comply with FEMA 361 Standard "Safe Room" – Design Peer Review
- EYW Elevated Maintenance Facility Design
- EYW Concourse A and Terminal Improvements
- Binghamton University Library, University Lecture Hall & Classroom Renovations
- State University of NY Morrisville Hamilton Hall Medium Voltage Switchgear Transformer and Generator Replacement
- Sampson State Park Cottage Design



TAB 4 | PROJECT STAFFING

DETAIL THE NUMBER OF AVAILABLE STAFF, EXPERIENCE AND QUALIFICATIONS.

NUMBER OF STAFF AVAILABLE

MJ's in-house staff include 160+ professionals encompassing Florida licensed engineers (civil, structural, mechanical / plumbing and electrical), environmental professionals, planners, software developers, grant administrators and technology technicians. We offer the Village an experienced and multidisciplinary team with the required local experience.

It is MJ's policy to be selective in responding to Request for Proposals (RFPs) or Request for Qualifications (RFQs). We are committed to focusing on clients and projects where our experience and capabilities are well-suited to serve your needs. We pride ourselves on maintaining a proactive approach of tracking workload to ensure that we have the resources to complete the work required in a timely manner. With our Team's depth and diversity of personnel, we feel we can successfully complete any project tasks given our current and projected workload.

As shown in the **Organizational Chart (Tab 3 – Project Management Experience / Project Examples)**, our project organization structure is efficient and allows the skills to be matched with the needs for the Fire Station 19 and Fire Station 20 Dry Floodproofing designs. MJ also has the capacity to supplement project staff with additional subject matter experts from our Florida and national offices for the success of the project and required tasks. Our local client-centered approach allows the MJ Team to respond to the Village's requests and project schedule in a timely and efficient manner. From accelerated deliverables to project strategy sessions, the MJ Team will be there to meet your needs. We understand how vital responsiveness is to the Islamorada Fire Rescue Department and completing quick turnaround dry floodproofing design. **We are committed to providing the necessary service to ensure a successful project and meet project schedule.**

STAFF AVAILABLE FOR DRY FLOODPROOFING DESIGN

A/E Disciplines	Staff Available
Structural	3
Mechanical/Plumbing	3
Electrical	3
Architecture	2
Construction Admin./Inspections	2

STAFF EXPERIENCE, QUALIFICATIONS AND RESUMES

Our expert team understands the importance of providing clear and accurate information regarding your risk. We will determine and design for you an effective solution capable of protecting your Fire Station 19 and Fire Station 21 by integrating a wide range of A/E disciplines. Rafael Jimenez-Velez, PE, SE, SI will lead such efforts for this project and brings in collaborators as needed for specific dry flood proofing needs. Rafael has been at the **forefront of the resilient design and dry floodproofing** movement for over ten years, following "Superstorm Sandy" in 2012. As discussed in Company Overview (Tab 2), some of his project design appeared in the Journal Florida Engineering Society and presented at the ASCE Florida Section Annual Convention.

TAB 4 | PROJECT STAFFING

HIGHLY QUALIFIED, SKILLED & EXPERIENCED PERSONNEL	Less time spent on the logistics and planning needed to source and complete the project on time and on budget. We are a strong and committed integrated team, supported by an elite group of professionals.
DIVERSE TEAM OF CERTIFIED PROFESSIONALS & SERVICE PROVIDERS	MJ staff performed a preliminary site assessment and identified all openings, joints and utility pathways that require dry floodproofing measures.
PERMITTING & REGULATORY EXPERIENCE	Our key personnel and team members are certified professionals such as CSDP, CWB, AICP, CE, PWS, CPSQ, LEED AP, PE, and SWPPP-Inspectors. This assures qualification to perform any task assigned to MJ.
PERMITTING & REGULATORY EXPERIENCE	The synergy between our in-house, multidisciplinary groups enhances projects, providing a seamless delivery of multiple services that results in an expedited permitting process, while offering an in-depth understanding of code requirements and compliance for Public Assistance Grants.
PERMITTING & REGULATORY EXPERIENCE	No Learning Curve. MJ's Team experience includes fires stations, parks, institutional, water and wastewater, energy, environmental, transportation, housing and building sector projects. Most recent CIP award-winning contracts in Florida, where MJ is providing similar services, include Islamorada, Village of Islands; Monroe County; and Broward County.

Since the most important aspect is the qualifying experience of the design professionals, below is included a summary of the similar experience from key technical staff in projects that involved dry flood proofing, wind retrofit and/or other structural retrofitting.

1. Dry Floodproofing North Sludge Thickener Tallman Island WWTP	- New York Department of Environmental Conservation (NYSDEC)
2. Dry Floodproofing South Sludge Thickener Tallman Island WWTP	- NYSDEC
3. Dry Floodproofing Digester Complex Tallman Island WWTP	- NYSDEC
4. Dry Floodproofing Chlorination Building Hunt Point WWTP	- NYSDEC
5. Dry Floodproofing RAS Pump Station Hunt Point WWTP	- NYSDEC
6. Dry Floodproofing Dewatering Pump Station Hunt Point WWTP	- NYSDEC
7. Dry Floodproofing Primary Sludge Pump Station Hunt Point WWTP	- NYSDEC
8. Dry Floodproofing Primary Service Tunnels Hunt Point WWTP	- NYSDEC
9. Wastewater Membrane Bioreactor Wind Retrofit	- City of Marco Island
10. Fire Station No. 30 Vehicle Support Building	- Immokalee Fire Control District

RESUMES

Please find resumes for our key personnel in the following pages.

GENERAL SUMMARY

Rafael has over 20 years of experience as Civil/Structural engineer and has special expertise in high-wind and high-seismic hazard areas and resiliency hardening of public facilities in coastal areas. His structural analysis and design experience include buildings up to 42 stories high. Additionally, Mr. Jimenez has design and construction inspection experience in wind/seismic/flood proofing retrofitting of existing buildings. His design experience entails public, institutional, healthcare and commercial facilities, including zoos, storm shelters, juvenile detention centers, wastewater treatment plants, flood control structures and multi-story parking with retail spaces.

REPRESENTATIVE EXPERIENCE

Islamorada Fire Station 20 New Safe Room Peer Review, Islamorada, Florida | Structural Engineer/ Project Manager responsible for the peer review of the New Safe Room for Fire Station 20. Mr. Jimenez leveraged technology to facilitate peer review comments logging and tracking from multiple disciplines simultaneously, coordinated work with the different disciplines, performed the structural review and co-authored the final peer review report. The focus of the peer review report was to determine if the Safe Room Design complied with FEMA Document P-361 Safe Rooms for Tornadoes and Hurricanes and ICC 500 Standard for the Design and Construction of Storm Shelters.

Tallman Island Wastewater Treatment Facility North Sludge Thickener Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Tallman Island. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Tallman Island Wastewater Treatment Facility Digester Complex Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Tallman Island. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Hunts Point Wastewater Treatment Facility Chlorination Building Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Hunts Point Wastewater Treatment Facility RAS Pump Station Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Hunts Point Wastewater Treatment Facility Dewatering Pump Station Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Hunts Point Wastewater Treatment Facility Primary Sludge Pump Station Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Hunts Point Wastewater Treatment Facility Service Tunnels Dry-Floodproofing, New York City Department of Environmental Protection, New York | Structural engineer responsible for the structural retrofit design to dry floodproof within the existing 200 MGD wastewater treatment plant at Hunts Point. Mr. Jimenez determined the design flood loads in accordance with the New York City Building Code, ASCE 7 and ASCE 24. He also performed global stability analyses to counteract buoyancy and overturning forces, structural analysis and design of existing structures to determine capacity, designed floodproofing structural elements, removable flood panel attachment points, and ground anchors. The Design Flood Elevation included the 100-year flood elevation, an adjustment for sea level rise and 2ft freeboard.

Wastewater Membrane Bioreactor (MBR) Wind Retrofit, City of Marco Island, Marco Island, FL | Senior Structural Engineer. The project included the design and preparation of construction plans and specifications, and bid phase and construction phase services, for structural fortifications to the existing structure housing the City of Marco Island Wastewater Membrane Bioreactor (MBR) located at the City's Reclaimed Water Production Facility (RWPF). This is a FEMA-sponsored Hazard Mitigation Grant Program (HMGP) project. The goal of the project is to fortify the MBR facility against wind damage. The project consists of protecting the existing structure by installing wall enclosures to protect existing pump and filtration equipment, providing impact resistant overhead rolldown doors, retrofitting the existing roof (if necessary), improving ventilation within the structure, providing lighting required by code, and improving odor control in the enclosed space. Wind protection was provided on openings such as vents, louvers, and exhaust fans. Design for improvements will comply with the applicable sections of the current Florida Building Code (FBC) at the time of design, and components will meet current wind and impact standards. Because wastewater treatment plants are classified as critical facilities (Risk Category IV) in the FBC, the new enclosures will be designed to the current FBC wind speed requirements of 182 mph wind speed at this location.

Key West Floating Dock, EBSARY Foundation Company, Key West, FL | Senior Structural Engineer. Provided structural design for approximately 26 steel piles for a 12-ft.-wide x 225-ft.-long floating dock in Truman Harbor. Scope included signed and sealed drawings, reviewed construction submittals, and provided assistance during installation. Floating dock and gangway design were by GatorDock.

EDUCATION & TRAINING

Master of Engineering – Cornell University | Civil Engineering | 2002

BS – Polytechnic University of PR | Civil Engineering | 2001

Certificate – Columbia University | Performance Based Design using ETABS and SAP200 | 2013

Certificate – College of Engineers and Land Surveyors of PR | Static Nonlinear Pushover Analysis using ETABS and SAP200 | 2011

Certificate – OSHA 30 hr. Construction Safety Seminar | 2004

Certificate – Associated General Contractors of America | Construction Manager Course | 2003

LICENSES

Registered Engineer/Special Inspector in Florida license # 84876

DAVID R. ROSA

DEPUTY PROJECT MANAGER

GENERAL SUMMARY

Mr. Rosa has over 20 years of project management and project coordination experience in the environmental and engineering field for public and private sector clients and multiple agencies. He has served as a Project Manager and Discipline Manager for several infrastructure projects and has participated in capital improvement programs requiring the ability to effectively handle multiple tasks in a fast-paced environment. His expertise also includes National Environmental Policy Act (NEPA) documents, compliance, coordination, permitting, studies, compensatory mitigation, monitoring and environmental management. He is also a FL Stormwater Erosion and Sedimentation Control Inspector certified by the Florida Department of Environmental Protection.

REPRESENTATIVE EXPERIENCE

Islamorada Fire Station 20 New Safe Room Peer Review, Islamorada, Florida | Deputy Project Manager assisting with the peer review of the New Safe Room for Fire Station 20 and overall project coordination facilitating peer review comments and revisions to design plans. The focus of the peer review report was to determine if the Safe Room Design complied with FEMA Document P-361 Safe Rooms for Tornadoes and Hurricanes and ICC 500 Standard for the Design and Construction of Storm Shelters. *Project Owner: Islamorada, Village of Islands*

Islamorada Professional General Engineering, Architectural and Surveying Services, Islamorada, FL | Project Manager and Environmental Lead responsible for the execution of the contract, coordination of multidisciplinary task orders and environmental technical support. Most recent assignment included performing traffic studies review for Islamorada and submitted for development approvals. Proposed developments included Indian Waterways Centre, Cheeca Lodge Employee Breakroom Building, Beach Road- Las Casitas, Oceanside Resort Residential Community, and Seabreeze Mobile / Modular Homes Community. *Project Owner: Islamorada, Village of Islands*

Miami Beach Professional Architectural & Engineering Services for Capital Renewal and Replacement (CRR) Program – Restroom Improvements and ADA Compliance at 42nd St Parking Garage, FL | Account Manager / Project Manager responsible for coordinating all work products related to the CRR Program for task assigned related to small repair, remodel and renovation of the City's facilities. This project involved architecture and engineering design for a restroom facility at City's Parking Garage (400 West 42 Street). Permitting effort involved pre-submittal reviews and building permit, including mechanical, electrical and plumbing. *Project Owner: City of Miami Beach*

Miami Beach Professional Architectural & Engineering Services for CRR Program – Restroom Improvements and ADA Compliance at 1800 Bay Road, FL | Account Manager / Project Manager responsible for coordinating all work products related to the CRR Program for task assigned related to small repair, remodel and renovation of the City's facilities. This project consisted of architecture and engineering design of restroom facility at City's Property Management facility (1800 Bay Road). Permitting effort involved pre-submittal reviews, and building permit, including mechanical, electrical and plumbing. *Project Owner: City of Miami Beach*

Florida Keys Overseas Heritage Trail (FKOHT), Connection at Cudjoe Gardens, Cudjoe Key, FL | Project Manager / Chief Scientist responsible for wetland delineation and environmental permitting. Duties included environmental support to Monroe County (Ms. Debra London) and the design team for avoidance and minimization efforts. Other responsibilities included field reconnaissance and obtained permits approval from regulatory agencies such as U.S. Army Corps of Engineers (USACE) and South Florida Water Management District. Wetland impacts are being compensated via credits at the Keys Restoration Program – In Lieu Fee Mitigation Program in accordance with the USACE Section 404 permit, and at the FPL Everglades Mitigation Bank (FPL-EMB) in accordance with the SFWMD Environmental Resource Permit. Since the FPL-EMB was considered off-watershed mitigation, a Cumulative Impacts Analysis was prepared pursuant to Section 10.2.8, Applicant's Handbook Vol. I. The Monroe County received a grant from the Florida Department of Transportation through a LAP Agreement to design and construct a missing section of the FKOHT between Cudjoe Gardens neighborhood and the existing FKOHT crosswalk. *Project Owner: Monroe County*

Key West International Airport (EYW) New Access Road Design Permitting & Construction Administration, Key West International Airport, Key West, FL | The proposed project involves the conceptual design of a two-lane landside access road that provides connectivity from S. Roosevelt Boulevard to EYW's fuel farm, fixed base operator (FBO), overflow parking, commercial transportation and airport support areas. The proposed access road will separate airport support services from airport passenger traffic on Faraldo Circle, reducing traffic congestion in the terminal area and also eliminating fuel truck and other large vehicle traffic from the ingress/egress passenger terminal area, providing an added level of safety as well as reconfiguring impacted

parking and staging areas to provide enhanced customer parking and hotel shuttle and Transportation Network Company (TNC) staging away from the congested terminal curb. *Project Owner: Monroe County*

Hurricane Irma Roadway Repairs Projects, Monroe County, FL | Project Coordinator and Chief Scientist providing environmental reviews for project avoidance and minimization efforts in support to the engineering team. Duties and responsibilities included assisting the Project Engineer in the overall coordination and project administration, field reconnaissance, wetland delineation, coordination with regulatory agencies and permitting. Monroe County (Mr. Clark Brigs) required Engineering Design and Permitting Services for roadway repairs as a result of damages sustained from Hurricane Irma. The design involved five (5) sites: Sugarloaf Blvd (Sugar Loaf Key), Long Beach Dr (Big Pine Key), Seagrape St. (Duck Key), West Seaview Lane (Duck Key) and Marina Ave. (Key Largo). Plans were prepared in accordance with the latest Florida Greenbook and FDOT standards. Environmental Resources Permit (ERP) exemption was requested and obtained from the South Florida Water Management District pursuant to rule 62-330.051(4) (e) Florida Administrative Code. *Project Owner: Monroe County*

The College of the Florida Keys – Professional Architectural and Engineering Services for New Upper Keys Center, Key Largo, FL | Project Coordinator and Environmental Lead providing support the Project Manager and A/E team. Responsibilities included design coordination, deliverables, projects schedule and budget associated to the space program validation, lands survey, architectural schematic design, civil site and MEP design, and environmental permitting for a 42,000 GSF of new construction in Key Largo. The project consists of a new two-story building housing multiple STEM programs including but not limited to Allied Health and Nursing, Apprenticeships, Business Administration, Engineering Technology Building and Public. The design took into account a chiller plant, on-site parking and xerophytic landscape with native species. *Project Owner: Florida Keys Community College*

Design-Build Services for the Construction of a New Drinking Water Laboratory Building at Miami-Dade Alexander Orr, Jr. Water Treatment Plant, Miami-Dade, FL | Project Coordinator and Chief Scientist working alongside the Lead Design Manager assisting in the project schedule and budget control, and overseeing specific activities such as surveying, geotechnical investigation, soil contamination screening, compliance with Design Criteria Package, and environmental permitting. This project consisted of a 11,000 SF building to house 20 employees and 12 visitors, and provide parking area for 32 vehicles, 6 county cars and 3 electric golf carts with canopy covered and battery charging stations. *Project Owner: Miami Dade County*

EDUCATION

BS - University of Sagrado Corazon | Natural Sciences | 2000
Certificate - Turner School of Construction Management | 2011
Certificate - Florida Department of Environmental Protection | Florida SWPPP Inspector (#19226) | 2006
Certificate - FDOT / FHWA Local Agency Program | 2020
Certificate – FEMA Introduction to Hazard Mitigation (IS-393) | 2022
Certificate – FEMA Flood Mitigation Basics for Mitigation Staff (IS-322) | 2022
Certificate – FEMA Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance Grants (IS-1016) | 2022
Certificate - Federal Highway Emergency Relief (FHWA-ER) Training
Certificate - USHUD | Part 58 Environmental Review for HUD-Assisted Projects | 2022
Certificate - USHUD | Introduction to the National Environmental Policy Act | 2022
Certificate - USHUD | Site Planning and Feasibility | 2022
Certificate - USHUD | Assessment Tool for Environmental Compliance | 2022
Certificate - USHUD | Environmental Reviews for COVID-19 Projects Webinar | 2022
Certificate - EIA Campus NEPA Technical Writing Certificate | 2022

GENERAL SUMMARY

Mr. Kopec's responsibilities include project management and the seamless incorporation of sustainable principles into the design of heating, ventilation, and air conditioning systems for institutional, medical, and commercial clients. His areas of specialty include building energy modeling, including analyzing heat transfer characteristics of building envelopes to optimize building energy performance, and working closely with architects to overcome aesthetic challenges without compromising system design. Mr. Kopec has also instructed LEED-accredited classes for office staff.

REPRESENTATIVE EXPERIENCE**Key West International Airport Concourse A Terminal Improvement Program Planning Programming and Design - Key West, FL**

- Lead Engineer responsible for oversight of MEP disciplines. McFarland Johnson provided planning/programming, engineering design and permitting services for the Key West International Airport Concourse A Terminal Expansion Program. The project comprises of a new seven gate Concourse A facility totaling 48,802 SF, and space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The estimated cost of the terminal program is \$85 million. *Project Owner: Monroe County, FL*

Florida Keys Marathon (MTH) International Airport, Rental Car Wash Facility Design, Permitting and Construction Services, Marathon, FL - QA/QC Engineer responsible for oversight of MEP disciplines. This project includes a new 2,400 square foot, 4-bay, car wash facility on a ½-acre of undeveloped land at the Florida Keys International Airport. The building was constructed of reinforced masonry and concrete with fully recycled vehicle wash system with key-pad operation to prevent unauthorized use. Exterior work included a new driveway, site lighting, and perimeter fence. MJ coordinated with the following agencies for this project: Florida Department of Transportation, Monroe County (various departments), Florida Keys Aqueduct Authority, Florida Keys Electrical Cooperative, and South Florida Water Management District. *Project Owner: Monroe County*

Fair Haven Beach State Park Bathhouse Renovation, Fair Haven, NY – Principal. MJ provided M/E/P and structural design for the renovation of the 2,600 sf East and West bathhouses. The renovated bathhouses will serve approximately 1,800 bathers per day. In an effort to reduce energy consumption, MJ designed a solar hot water system that will exclusively provide the hot water for the facilities. MJ provided M/E/P and structural design for the renovation of both the East and West bathhouses. In addition, both bathhouses were provided with natural ventilation that takes advantage of the high winds on and around the lake as well as the directional buoyancy resulting from temperature differences between the building's interior & exterior. MJ also provided construction administration services. *Project Owner: New York State Office of Parks, Recreation and Historic Preservation*

Key West International Airport (EYW) Customs and Border Protection Renovation Design, Permitting and Construction Inspection , Key West, FL - QA/QC Engineer responsible for oversight of M/E/P subconsultants. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. MJ is providing all civil, M/E/P design construction administration, drainage, environmental, estimation and inspection services. *Project Owner: Monroe County*

Key West International Airport (EYW) Elevated Maintenance Facility Design, Permitting and Construction Services, Key West, FL - QA/QC Engineer responsible for oversight of MEP disciplines. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. *Project Owner: Monroe County*

Key West International Airport (EYW) Former Hertz Building Demolition Design, West, FL - QA/QC Engineer responsible for oversight of MEP disciplines. This project involved the demolition of the former 5,000 ft2 Hertz building at Key West International Airport. MJ coordinated the hazardous materials survey that was used to identify areas, materials and finishes that were disposed in accordance with Federal and State codes and regulations. Additionally, MJ coordinated the demolition phasing requirements, permitting requirements and cost, and shutdown/disconnection of existing utilities. Prior to the demolition of the building all

refrigerant was reclaimed from existing air conditioning equipment. Light bulbs containing PCBs and batteries were removed and recycled. Portions of the building such as stairs and curbs, that were painted with lead containing paint, were removed and properly disposed without any cutting or grinding taking place. Temporary fencing was provided to protect pedestrians, public utilities and traffic from the demolition operations. The demolition involved dust control measures that prevented the spread of contaminated materials. Measures included wetting of demolition equipment and active demolition areas, covering of waste/debris piles and hauling of waste/debris in covered or closed containers. Wastewater runoff was collected and properly transported and disposed at a commercial treatment facility. The Engineer's Opinion of Probable Cost of \$60,000 was within 5% of project cost. *Project Owner: Monroe County*

Thacher State Park New Visitor's Center, Voorheesville, NY - QA/QC Engineer and Senior Mechanical Engineer responsible for review of M/E/P and fire protection designs. MJ provided M/E/P and structural design for the construction of a new 7,500 sf Visitor's Center. This included design for heating, cooling and exhaust systems, along with equipment selection, duct/piping layout and associated distribution systems, and sizing of an in-floor radiant heating system. Design also involved layout of boilers, heat exchangers, exhaust fans, unit heaters, perimeter fin tube radiation and determination of the location of intake and exhaust louvers. Electrical design consisted of primary building service and placement of major electrical equipment. A roof-mounted photovoltaic system was designed to supplement the utility service. Plumbing design included: sanitary, waste and venting systems and associated plumbing fixture layouts, together with location of all toilets, urinals, lavatories, mop sinks, floor drains and drinking fountains. Exposed heavy-timber construction structural design was provided throughout the facility, which added architectural detail while maintaining functionality. MJ also provided construction administration services. *Project Owner: New York State Office of Parks, Recreation and Historic Preservation*

Bethel Park Fire Station Plumbing and Fire Protection, Bethel Park, PA - Principal responsible for QA/QC. This project included the construction of a new 22,000 sf fire station in Bethel Park, PA. MJ provided plumbing and fire protection design services. *Project Owner: Municipality of Bethel Park*

NYSOGS Henderson-Smith State Office Building Generator Replacement, Hornell, NY - QA/QC Engineer responsible for oversight of MEP disciplines. To date, this project has consisted of a programming report phase associated with the proposed replacement of the existing 80 kW diesel-powered emergency generator at the Henderson-Smith State Office Building in Hornell, NY. The existing generator is approximately thirty-four (34) years old and is proposed to be replaced with a new 100 KW natural gas-powered unit. The report also evaluated closing and eliminating two (2) existing 550-gallon underground fuel tanks located on the west and east end of the property. Storage of diesel fuel would no longer be necessary due to the replacement of the emergency generator as it would be fueled by natural gas. Closure of the existing fuel tanks would be in accordance with DEC regulations. The programming report included code review related to emergency life safety systems (fire pump, emergency lighting, fire detection and alarm, and security), along with legally required and optional standby loading. The project is proposed to enter its design phase shortly with a proposal being developed at this time. *Project Owner: New York State Office of General Services*

Plattsburgh International Airport, Terminal Expansion & Renovation, Plattsburgh, NY - Engineering Project Manager responsible for review and oversight of MEP/FP disciplines, scheduling, project budget, review of mechanical calculations and QA/QC. Among other duties, Chris provided design guidance and review for the HVAC systems, including design oversight of air handling units, pumps, and distribution systems. This terminal expansion project involved full engineering design services for a two-story, 87,731 square foot passenger terminal building addition, as well as renovation to the existing 41,380 sf terminal building. The engineering effort included new and renovated architectural, civil, structural, HVAC, plumbing, fire protection, baggage handling, special systems, passenger boarding bridges and electrical systems. An environmental assessment, site improvements, and paving work, as well as relocation of existing utilities are also included. The design also included access and internal roadway improvements as well as new and renovated parking areas to service the terminal expansion project. *Project Owner: Clinton County*

EDUCATION

BS - Binghamton University / Mechanical Engineering / 1996

AS - Cayuga Community College / Engineering Science / 1994

Certificate - U.S. Green Building Council / LEED Accredited Professional / 2003

GENERAL SUMMARY

Mr. Howe's experience in the electrical engineering field includes medium and low-voltage power distribution, fire detection and alarm systems, lighting systems, communications, emergency power generation and security systems. Mr. Howe has the following general project management experience: all phases of design, design calculations, oversight and preparation of contract documents, QA/QC preparation of cost estimates, preparation of grant applications, review of payment reimbursement requests, and construction inspection. Mr. Howe is a LEED Accredited Professional.

REPRESENTATIVE EXPERIENCE

Key West International Airport (EYW) Elevated Maintenance Facility Design, Permitting and Construction Services, Key West International Airport, Key West, FL - QA/QC Engineer responsible for quality review of the electrical portion of the documents. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. *Project Owner: Monroe County*

Monroe County - EYW Access Road CA, Key West, FL - This project comprised a new airport access road with parking, drainage, and lighting upgrades. Around 500-feet of two-lane roadway, 140-feet of single-lane land road, 50 parking spots, 440 feet of 8-inch waterline and other miscellaneous items were built. *Project Owner: Monroe County*

Monroe County - EYW Terminal Expansion Design, Key West, FL - McFarland Johnson provided engineering design services for the Key West International Airport Concourse A Terminal Expansion Program. The terminal program includes a new seven gate Concourse A facility totaling 48,802 square feet, and will include space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The new concourse is comprised of a single-story concrete structure that is supported by piers to align with the second level of the existing terminal, remain above storm surge and flood elevations, and is open below to accommodate airside operations. The estimated cost of the terminal program is \$80 million. *Project Owner: Key West International Airport*

Monroe County - EYW Terminal Expansion Program Verification, Key West International Airport, Key West, FL - Senior Electrical Engineer responsible for verification of existing electrical field conditions, schematic design report recommendations, and 15% schematic design drawing review, as well as preparation of the electrical portion of the verification/findings report. This project involves program validation services, developing a findings report and providing preliminary engineering design services associated with a proposed terminal expansion at the Airport. The proposed expansion will incorporate a new Concourse A totaling 48,802 square feet into the terminal as well as a new extended passenger bridge. MJ developed the program validation based upon the review of the Concourse A Schematic Design Narrative Report and the 15% Schematic Design drawings produced by another consultant. A findings report was developed based upon the review of existing data, identification of design concerns, and confirmation of code compliance. The report also suggested architectural and engineering changes to the initial designs. *Project Owner: Monroe County*

Psychiatric and Polytrauma Rural Residential Care Unit, VA Medical Center, White River Junction, VT - Electrical Engineer responsible for data and special systems design, as well as assistance with generator and power design. This project included professional A/E design services for a 18,000 GSF addition onto the Psychiatric & Polytrauma Rural Residential Care Center. The new addition allowed for expanded hospital services, including new residential based care options. The expansion included the addition of 14 extended-stay residential care beds and facilities to support patients with Traumatic Brain Injury and Polytrauma, 10 lodger beds, associated support spaces and offices for 20 mental health providers. Sustainable design elements included a green roof, solar light tubes and high efficiency lighting to minimize energy usage. A new elevator was included in this multi-story building addition. MJ provided mechanical, electrical, HVAC and sprinkler system design. *Project Owner: United States Department of Veterans Affairs*

Binghamton University Recreation Center Renovation, Vestal, NY - Electrical Engineer responsible for design of the secondary electrical distribution system. Upon completion of the Program Study, the University selected the \$10 million project option to transform the existing 55,000 square foot, 1950's Binghamton University East Gym structure into a 65,000 square foot Campus Recreational Center. The center houses such features as a new fitness space; a renovated natatorium; modified locker room space; and lobby. The project involved modifications to existing fitness and gym areas, with a fitness mezzanine incorporated into the structure. McFarland Johnson provided design and cost analysis services for the mechanical, electrical, plumbing, sprinkler and fire alarm systems for this project. *Project Owner: Binghamton University*

Security Screening Checkpoint Relocation Improvements, Wilkes-Barre/Scranton International Airport, Avoca, PA – Electrical Engineer. This project involved a study, design and construction administration for the relocation of TSA security passenger screening checkpoint and associated utilities. The relocation of the checkpoint enabled the Wings Restaurant & Bar to operate on the secure side of the screening area and increased the space available for passenger queuing by repurposing the adjacent Business Center and other ancillary spaces. The Wings Express "grab-and-go" retail space was also moved from the secure side to the non-secure side of the concourse. The design included architectural, mechanical, electrical, plumbing, fire protection, structural and security modifications for the relocations. During construction, all of the required utilities were installed to feed the proposed new TSA location prior to the move. The security checkpoint move occurred overnight after the last outbound flight left the Airport, with all required TSA equipment commissioning successfully performed and all utilities properly designed and connected, prior to passengers arriving for the next morning's first outbound flight. *Project Owner: Wilkes-Barre/Scranton International Airport*

NYSOGS Henderson-Smith State Office Building Generator Replacement, Hornell, NY - Project Manager responsible for the preparation of an initial programming report and overall design through 100% design documents phase, including HVAC and electrical. To date, this project has consisted of a programming report phase associated with the proposed replacement of the existing 80 kW diesel-powered emergency generator at the Henderson-Smith State Office Building in Hornell, NY. The existing generator is approximately thirty-four (34) years old and is proposed to be replaced with a new 100 KW natural gas-powered unit. The report also evaluated closing and eliminating two (2) existing 550-gallon underground fuel tanks located on the west and east end of the property. Storage of diesel fuel would no longer be necessary due to the replacement of the emergency generator as it would be fueled by natural gas. Closure of the existing fuel tanks would be in accordance with DEC regulations. The programming report included code review related to emergency life safety systems (fire pump, emergency lighting, fire detection and alarm, and security), along with legally required and optional standby loading. The project is proposed to enter its design phase shortly with a proposal being developed at this time. *Project Owner: New York State Office of General Services*

City of Binghamton-Frederick Street Pump Station Generator Replacement, Binghamton, NY - Electrical Engineer responsible for QA/QC review of electrical design. This project involved the replacement of a 50kW diesel generator and automatic transfer switch, located at the Frederick Street pump station. The pump station is one of many owned and operated by the City, which handles the sanitary system and storm water infiltration during floods and heavy rain events. The existing generator had reached the end of its useful life and had not been operational for several years. Without a backup power source, this substation was non-operational during utility power outages. The new 50kW diesel generator has a diesel base tank installed, which will provide enough fuel for the generator to run for 24 hours during a utility power outage. A new automatic transfer switch was also installed to tie the new generator into the electrical system. *Project Owner: City of Binghamton*

Binghamton University Glenn G. Bartle Library, University Lecture Hall & Classroom Renovations, Vestal, NY - Electrical Engineer responsible for power and lighting design, including design of new equipment and device layouts, electrical feeder/branch circuit and light level calculations, coordination with architect on selection of lighting fixtures, assistance with development of technical specs, and fieldwork. The project involves the \$2.54 M, multi-phase renovation and reconfiguration of the Glen G. Bartle Library and the University Lecture Hall. Phase I included approximately 13,000 sq ft of renovations to provide additional classrooms in both buildings, and Phase II entailed renovations to the 7,000 sq ft Dean's office suite within the library. As a subconsultant, MJ provided design of HVAC equipment and associated distribution systems; design of interior lighting, power, outlets, and distribution systems to feed terminal equipment; information technology infrastructure, including conduit, junction boxes, etc.; and the sanitary, waste and venting systems. Construction phase services also provided. *Project Owner: Binghamton University*

EDUCATION

BS - State University of New York at New Paltz / Electrical Engineering / 2003
Certificate - U.S. Green Building Council / LEED Accredited Professional / 2009
Specialized Training - NYS Energy Research and Development Authority / Site Lighting / 2014

GENERAL SUMMARY

Mr. Phillips has over 20 years of experience. Chad's specialty is reviewing existing structures and finding innovative ways to retrofit structures to meet new design requirements, such as heavier HVAC equipment or larger pumps. He has many years of experience in the structural design and project management of many types of structures. These include industrial, educational, commercial, residential and government buildings, as well as water/wastewater treatment facilities. Chad's current responsibilities include acting as client liaison and providing project design and management, design review, quality control and construction observations. He has also served as an instructor at the University of Vermont, teaching reinforced concrete design, as well as Norwich University, teaching structural steel design, reinforced concrete design and other introduction to engineering courses.

REPRESENTATIVE EXPERIENCE

Islamorada Professional General Engineering, Architectural and Surveying Services, Islamorada, FL – Sr. Civil / Structural Engineer providing support to the MJ Team on a tasks order basis. Most recent assignment involved Design Peer Review for New Safe Room at Fire Station 20. *Project Owner: Islamorada, Village of Islands*

Monroe County - Key West (EYW) Additional Fuel Tank Containment Pad, FL - This project includes the design and construction of a new elevated fuel pad for the airports fixed based operator. Components of the project include a concrete storage containment pad for fuel, structural support for the fuel tank, site grading and parking plot modifications. Coordination with the Fixed Based Operators design team has been critical to the success and complete of the project. Construction is anticipated to be complete by June 2022. *Project Owner: Monroe County*

Key West International Airport Concourse A Terminal Improvement Program Planning Programming and Design - Key West, FL - Structural Manager. McFarland Johnson provided planning/programming, engineering design and permitting services for the Key West International Airport Concourse A Terminal Expansion Program. The project comprises of a new seven gate Concourse A facility totaling 48,802 SF, and space for gates/holdrooms, circulation, concessions, restrooms, TSA security checkpoint, baggage claim, and support areas. A new extended passenger bridge located post-security will connect the existing landside terminal building with the new Concourse A facility. The estimated cost of the terminal program is \$85 million. *Project Owner: Monroe County*

Key West International Airport (EYW) Elevated Maintenance Facility Design, Permitting and Construction Services, Key West, FL - Lead Engineer responsible for all structural design project components. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. *Project Owner: Monroe County*

Florida Keys Marathon International Airport (MTH) Rental Car Wash Facility Design, Permitting and Construction Services, Marathon, FL – Project Engineer responsible for structural review. This project includes a new 2,400 square foot, 4-bay, car wash facility on a 1/2-acre of undeveloped land at the Florida Keys International Airport. The building was constructed of reinforced masonry and concrete with fully recycled vehicle wash system with key-pad operation to prevent unauthorized use. Exterior work included a new driveway, site lighting, and perimeter fence. MJ coordinated with the following agencies for this project: Florida Department of Transportation, Monroe County (various departments), Florida Keys Aqueduct Authority, Florida Keys Electrical Cooperative, and South Florida Water Management District. *Project Owner: Monroe County*

Fair Haven Beach State Park Bathhouse Renovation, Fair Haven, NY – Senior Structural Engineer responsible for completing a structural evaluation and report of the existing structure, production of structural Construction Documents, and Construction Phase services. Based on the evaluation, a report was provided with recommendations for repairs to the existing structure. During the design of the renovations, the structural repairs as well as modifications as required to accommodate the renovations were designed. These included roof reinforcing and modifications to the existing floor framing. MJ provided M/E/P and structural design for the renovation of the 2,600 sf East and West bathhouses. The renovated bathhouses will serve approximately 1,800 bathers per day. In an effort to reduce energy consumption, MJ designed a solar hot water system that will exclusively provide

the hot water for the facilities. MJ provided M/E/P and structural design for the renovation of both the East and West bathhouses. In addition, both bathhouses were provided with natural ventilation that takes advantage of the high winds on and around the lake as well as the directional buoyancy resulting from temperature differences between the building's interior & exterior. MJ also provided construction administration services. *Project Owner: New York State Office of Parks, Recreation and Historic Preservation*

NYSOGS Taconic Correctional Facility Inmate Shower Rehabilitation, Bedford Hills, NY - Civil Engineer. This project involved rehabilitation of 14 shower rooms, located in inmate housing buildings #84 and #93. The rehabilitation required reconfiguration of the shower rooms to maximize shower capacity and provide provisions for handicapped accessibility, where needed. Specifications were provided for new uniform wall, floor, ceiling and partition finishes. Designs for new floor and shower drains as well as new vandal/ligature resistant shower controls, shower heads, grab bars and towel hooks were also provided. *Project Owner: New York State Office of General Services*

Fort Lauderdale Hollywood International Airport, Dynamic Master Plan Assistance, Fort Lauderdale, FL - Civil Engineer. McFarland Johnson is providing planning assistance under this term agreement. To date, MJ has been involved in a number of task assignments, providing alternatives review and recommendations for projects such as: departure curbs; arrival curb emergency vehicle parking; cell phone waiting lot; and air cargo center. Also provided: bike path program development & recommendations; and on-site planning advisory services. *Project Owner: Broward County*

Corporate Plaza Parking Structure, Burlington, VT - Principal responsible for project oversight and quality control review. The project consisted of the evaluation of an existing precast double tee parking structure to observe and comment on its condition and whether there were any structural concerns. The structure had leakage at the joints and isolated deterioration of the thin concrete deck between the "T's". Engineer made recommendations to clean and recaulk all joints and remove and replace all damaged concrete. *Project Owner: Gerald Milot*

Starbuck Island Mixed Use Development Site Design, Village of Green Island, NY - Project Manager. McFarland Johnson provided civil/site engineering, an Environmental Assessment Report, SEQRA documentation, site plan and permit approvals for this mixed-use development project. A new traffic signal, a raised median, dual exit lanes, pedestrian sidewalk ramps and crosswalks were also provided. The development consists of a multi-tenant, 2-story 26,300 s.f. commercial building that will contain office, retail and restaurant spaces with an outdoor sitting area; a 3,500 s.f. branch bank with drive thru lanes; and four (4), four-story multi-family residential buildings containing approximately 276 residential units. A boulevard style driveway will provide access to the site from Federal Street. A guard shack will be located within the median of the boulevard prior to entering the residential portion of the site. *Project Owner: South Island Apartments, LLC*

Wilkes-Barre/Scranton International Airport Terminal Demolition - Environmental Assessment & Design, Avoca, PA - McFarland Johnson is serving as part of a team tasked with the demolition of the old terminal building at the Wilkes-Barre/Scranton International Airport. The project will be completed in three phases: (1) abatement of hazardous materials within the building; (2) building demolition and (3) reclamation of the site including a new aircraft apron, security fencing, and public sidewalks. MJ's responsibilities include the completion of the environmental assessment to enable the project, completion of the construction safety and phasing plans, and design of the new aircraft apron, as well as design of the new security fence and cameras that will service this area. *Project Owner: Wilkes-Barre/Scranton International Airport*

Manchester-Boston Regional Airport Original Terminal Building Restoration & Relocation, Manchester, NH - Structural Engineer responsible for structural engineering evaluation of existing components, design analysis of the existing structure, and preparation of construction documents. McFarland Johnson provided engineering services for the relocation and renovation of this locally and nationally important original 1938 terminal building. Services provided included site civil, structural and MEP designs, as well as bidding and construction phase support. *Project Owner: City of Manchester, Aviation Department*

EDUCATION

MS - University of Illinois at Champaign-Urbana / Civil Engineering / 1994

BS - US Coast Guard Academy / Civil Engineering / 1991

Specialized Training - University of Vermont / Instructor - Reinforced Concrete Design 2004 - 2012

Specialized Training - Norwich University / Instructor-Structural/Engineering Courses 2008-Present

ROBERT J. BUERKLE, PE

CONSTRUCTION ADMINISTRATION LEAD

GENERAL SUMMARY

Mr. Buerkle has over 30 years of professional experience including highways, aviation, municipal utilities, facilities, including planning construction management, project management and overall system management. As former manager of the Cortland County Airport, Mr. Buerkle has experience in the overall management of facilities, budgeting, contract management, reviewing and approving payments, negotiating leases, community relations, capital project planning, design and construction management.

REPRESENTATIVE EXPERIENCE

Florida Keys Marathon International Airport (MTH) Rental Car Wash Facility Design, Permitting and Construction Services, Marathon, FL – Construction Project Manager responsible for supervision of MJ's construction observation staff and subconsultants, reviewing and approving subconsultant invoices, attending in-person and virtual construction progress meetings with client and contractor, managing construction contract change orders, managing contractor submittal reviews and contractor RFI responses from design team, reviewing applications for payment from construction contractor, reviewing construction observation reports and subconsultant geotechnical field and lab testing reports. This project includes a new 2,400 square foot, 4-bay, car wash facility on a ½-acre of undeveloped land at the Florida Keys International Airport. The building was constructed of reinforced masonry and concrete with fully recycled vehicle wash system with key-pad operation to prevent unauthorized use. Exterior work included a new driveway, site lighting, and perimeter fence. MJ coordinated with the following agencies for this project: Florida Department of Transportation, Monroe County (various departments), Florida Keys Aqueduct Authority, Florida Keys Electrical Cooperative, and South Florida Water Management District. *Project Owner: Monroe County*

Key West International Airport (EYW) Customs and Border Protection Renovation Design, Permitting and Construction Inspection, Key West, FL - Construction Project Manager responsible for supervision of MJ's construction observation staff and subconsultants. Planning, design, and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. MJ is providing all civil, M/E/P design construction administration, drainage, environmental, estimation and inspection services. On-site construction and construction inspection work for the project commenced in 9/2020. *Project Owner: Monroe County*

Key West International Airport (EYW) Elevated Maintenance Facility Design, Permitting and Construction Services, Key West, FL - QA/QC Engineer responsible for oversight and constructability. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. *Project Owner: Monroe County*

Key West International Airport (EYW) Access Road Design Phase 2, Key West, FL - QA/QC Engineer responsible for QA review of roadway geometric design. The proposed project involves the conceptual design of a two-lane landside access road that provides connectivity to EYW's fuel farm, fixed base operator (FBO), overflow parking, commercial transportation, and airport support areas. The proposed access road will separate airport support services from airport passenger traffic on Faraldo Circle, reducing terminal areas traffic congestion and eliminating fuel truck / large vehicle traffic from the ingress/egress passenger terminal area, providing an added level of safety as well as reconfiguring impacted parking and staging areas to provide enhanced customer parking and hotel shuttle and TNC staging away from the congested terminal curb. *Project Owner: Monroe County*

LDSA South Street Bridge (CR 133) over Halfway Brook Bridge Rehabilitation, Town of Barker, NY - Construction Supervisor responsible for assisting field personnel with construction inspection of approach roadways. This LDSA project involved the study of rehabilitation and replacement alternatives for the existing 62', single-span, steel beam bridge. The scope of services included bridge and approach roadway design; survey and mapping; geotechnical investigations; environmental studies; hydrologic and hydraulic analysis; design approval document preparation; acquisition of regulatory permits; public information meeting presentations; preparation of final plans, specifications and estimates; and construction inspection services. This project required review and coordination with Broome County and NYSDOT Region 9. *Project Owner: Broome County*

LDSA Blodgett Mills Road over Tioughnioga River Bridge Rehabilitation, Cortlandville, NY – Construction Supervisor responsible for providing oversight to the transportation group and constructability review. This LDSA project included survey, preliminary design, ROW and final design services for rehabilitation of the Blodgett Mills Road bridge which was constructed in 1965. The existing bridge consists of a two-span, continuous steel, multi-girder structure with a concrete deck supported on a reinforced concrete pier and abutments. MJ recently developed the design approval document for this project. After considering a variety of improvement options, MJ recommended complete superstructure replacement and rehabilitation of the existing substructures. *Project Owner: Cortland County*

LDSA St. Lawrence County South Shore Road over the Oswegatchie River Bridge Replacement, Fine, NY – Project Supervisor responsible for providing oversight to the transportation group, constructability review and serving as client contact. This project involved replacement of an existing bridge structure located within the limits of the Adirondack Park. The project required extensive coordination with the APA, NYSDEC, ACOE and many of the staff at NYSDOT Region 7. Many alternatives were studied for their right-of-way, environmental impact and cost efficiency. Ultimately, the most cost-efficient, hydraulically-capable solution that minimized environmental impacts was selected. Hydraulics were considered early in the design process to address pre-existing ice jam issues. Due to the project's location in the Adirondack Park, wetland delineation was also conducted early on to provide time for coordination with the APA. Wetland impacts were minimized to avoid mitigation, where possible. Environmental screenings and documentation were completed in compliance with NEPA guidelines. *Project Owner: St. Lawrence County*

Morristown Municipal Airport Rehabilitate Runway 5-23 Safety Area Improvements Construction Administration, Morristown, NJ - Construction Supervisor responsible for overall project management including conceptual design, engineering design, design review, environmental permitting, coordination with FAA NAVAIDS Engineering, contract bidding, construction management, construction inspection, materials testing, approval of contract payments, and project closeout documentation of project to FAA and NJDOT Aviation Bureau. *Owner: Town of Morristown*

Elmira Corning Regional Airport, Terminal Revitalization, Horseheads, NY - Construction Manager responsible for monitoring budgets and construction schedules, as well as contractor coordination. The design and construction of the \$61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. *Project Owner: Chemung County*

Airport Manager - Cortland County Airport, NY – Worked as the Airport Manager in charge of the overall aviation operations, including management and coordination of public facilities, budgeting, contract management, reviewing and approving payments, negotiating hangar leases, airport tenant relations, community relations, capital project planning, design and construction management. Mr. Buerkle's responsibilities included seeking and managing grant funding, grant administration, capital program budgeting and management, system /project planning, preliminary and detailed engineering design, public participation, legislative affairs, cost estimating, bidding, contract / construction administration, construction inspection, materials testing and certification, and construction project management. *Project Owner: Cortland County*

EDUCATION

AAS - SUNY Broome / Civil Engineering Technology / 1993

Specialized Training - NYSDOT / Bridge Inspection / 1987

Specialized Training - FHWA / Bridge Design Using LRFD / 1995

JOSEPH L. PETZACK

CONSTRUCTION INSPECTOR

GENERAL SUMMARY

Mr. Petzack's experience in the commercial building field includes project management, construction inspection, project planning, scoping, project coordination, and estimating. Commercial building experience also includes inspecting/overseeing single and multiple story additions, new builds, subgrade utilities, and site work. For the past three years, he has been working in Monroe County providing construction administration and field inspection.

REPRESENTATIVE EXPERIENCE

Florida Keys Marathon International Airport (MTH) Rental Car Wash Facility Design, Permitting and Construction Services, Marathon, FL - Construction Inspector. This project includes a new 2,400 square foot, 4-bay, car wash facility on a 1/2-acre of undeveloped land at the Florida Keys International Airport. The building was constructed of reinforced masonry and concrete with fully recycled vehicle wash system with key-pad operation to prevent unauthorized use. Exterior work included a new driveway, site lighting, and perimeter fence. MJ coordinated with the following agencies for this project: Florida Department of Transportation, Monroe County (various departments), Florida Keys Aqueduct Authority, Florida Keys Electrical Cooperative, and South Florida Water Management District. *Project Owner: Monroe County*

Key West International Airport (EYW) Customs and Border Protection Renovation Design, Permitting and Construction Inspection, Key West, FL - Construction Inspection. Planning, design and construction administration services are being provided for an expansion to the existing Customs Border Patrol facility. Currently, the facility processes 15 passengers per hour. The expanded facility will accommodate 150 passengers per hour. Extensive coordination with federal agencies (i.e. DHS and CBP), as well as the FAA and FDOT is required. MJ is providing all civil, M/E/P design construction administration, drainage, environmental, estimation and inspection services. *Project Owner: Monroe County*

Key West International Airport (EYW) Elevated Maintenance Facility Design, Permitting & Construction Services, Key West, FL - Construction Inspector. This project involves the construction of an elevated airport maintenance facility at the Airport. The scope of work includes construction of an elevated airport maintenance vehicle and storage facility area that is connected to the existing elevated airport parking deck. The deck will be approximately 100' x 100' to its furthest extent, although the footprint will not be square and will be configured to accommodate site restrictions. A portion of the deck is covered with a roof matching the existing terminal building. *Project Owner: Monroe County*

Key West International Airport (EYW) CBP Renovations Construction Services, Key West, FL – Construction Inspector. The project consists of construction to renovate the existing Terminal Building Annex that houses the U.S. Customs and Border Protection Facilities (CBP) at Key West International Airport (EYW) for the County of Monroe, FL. The primary goal of the project is to complete a modernization of the existing CBP facilities and includes demolition and renovation of approximately 5,000 sf of interior space. The construction project is scheduled to start in May 2020 and is scheduled for completion in June 2021. *Project Owner: Monroe County*

Hamilton Municipal Airport 10-Bay T Hangar Construction Administration, Hamilton, NY - Construction Inspector. This project involves design and bidding services for a Terminal Hangar Rehabilitation project at Hamilton Municipal Airport. The project will provide for repairs to the existing 7,000 square foot Terminal Hangar (including the terminal building and an attached maintenance/aircraft storage hangar); Approximately 6,500 square feet of the building is utilized for aircraft maintenance and storage, with the remaining space utilized for the attached general aviation terminal building. *Project Owner: Village of Hamilton*

Elmira Corning Regional Airport, Terminal Revitalization, Horseheads, NY - Construction Inspector responsible for facilitating coordination among multiple primes and subcontractors working in a small space on a tight deadline. The design and construction of the \$61.5M terminal expansion and renovation, funded through the NY Upstate Airport Economic Development and Revitalization and FAA grant monies, was accomplished with a fast-track approach. The design and construction of the airport terminal improvements was advanced to completion in approximately 18 months, with a scheduled completion date of October 31, 2018. The project included expansion to accommodate a new concourse area, a new security checkpoint, a new baggage handling facility and claim area, and both new and renovated passenger boarding bridges. An enclosed courtyard that showcases the local landscape and was built with sustainable building and renewable energy technologies, including a geothermal heating and cooling system for the entire facility was an important feature. Entirely new M/E/P and fire protection systems were also integral components of this renovated/expanded facility. The project was designed and bid in phases to allow for continued operation of the facility while the terminal expansion was progressing. *Project Owner: Chemung County*

EDUCATION

Coursework - Alfred State SUNY College of Technology / Construction Management Engineering Technology / 2017

Education

Post Graduate Studies
 Architecture Association
 School of Architecture,
 London, England, 1989

B. Arch. Professional Degree,
 University of Notre Dame du
 Lac, South Bend, Indiana,
 1988

Professional Licenses and Registrations

Registered Architect:

Florida License No.
 AR0017381

Puerto Rico License No. 14050
 AIA Member No.30158204

Training and Certifications

- FEMA IS-1013 Costing-
 Estimates and the Cost
 Estimating Format

the College of the Florida Keys. The design was for a two-story building housing multiple STEM programs, where the College plans to expand its Nursing/ Allied Health, Apprenticeships, Business Administration, Engineering Technology and Public Safety academic programs. Scope of work included facility programing, civil engineering, site permitting at the county and college, drainage and stormwater management, life cycle cost and DOE energy analysis, architectural design, MEP Design, LEED Certification, and Renderings/Models. Mr. Torrens was the Project Manager responsible for coordinating all architectural and engineering services on behalf of CSA, as well as responsible of fine-tuning Schematic design.

Design / Build Services for New Alexander Orr Water Treatment Plant: Miami-Dade Water & Sewage Department (WASD) – Miami, FL

CSA is the lead A/E designer for the new water laboratory. The new building is being designed as a Risk Category, IV Essential Facility, per ASCE 7-10. The project entails 11,500 sf and accommodations for 20 staff, 12 visitors, 32 vehicles including six county vehicles, and three golf carts with charging stations. The project was designed to achieve LEED Silver Certification. Mr. Torrens is the Design Project Manager and Lead Architect responsible for performing the due diligence, research on latest laboratory trends, and programmatic requirements including 'Future-Proofing' of the Laboratory. He is coordinating all disciplines involved with a holistic design approach to provide the client a state-of-the-art facility.

WASD South District Wastewater Treatment Plant Chlorine Building- Cutler Bay, FL

The Miami-Dade Water and Sewer Department (WASD) existing Chlorine Building due to the age and conditions, is in need of upgrades consisting of repairs, rehabilitation, and replacement. CSA was contracted by WASD to develop Construction Documents for the Scope of Work developed by CD PM/CM. CSA is tasked with providing the Technical Memorandum to specifically perform evaluations, confirm project Scope of Work, and identify the design criteria. Mr. Torrens is the Architect of Record for this contract.

A/E Professional Contract for Emergency Power Generator Assessments and Buildings Retrofit - Miami-Dade County, FL

CSA is working with the Miami-Dade Public Housing Community Development to conduct assessments in 12 of their multi-story Assisted Living Facilities (ALFs) buildings and retrofit them with new 100% capacity generators. CSA conducted the required assessments to define electrical, architectural, structural, mechanical and environmental considerations that would entail the retrofit so that an accurate cost estimate can be developed. Mr. Torrens is the Architect of Record, responsible for the design of any modifications to the sites.



RESCUE 19 ENGINE
SOUTHERN COMFORT

TAB 5 | CONTRACTOR REFERENCES

PROVIDE AT LEAST THREE (3) CLIENTS, PREFERABLY MUNICIPALITIES, FOR WHOM THE CONTRACTOR HAS COMPLETED SIMILAR PROJECTS WITHIN THE LAST TWO (2) YEARS. THE REFERENCES SHOULD INCLUDE THE NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL ADDRESS OF A CONTACT PERSON FOR EACH REFERENCE CITED. REFERENCES WILL BE VERIFIED.

Our staff's experience, flexibility, technical diversity and "whatever it takes" attitude allows MJ to perform at a superior level. These traits, along with our ability to react readily and efficiently to challenges, have earned MJ a reputation for competence, which assures our clients that they will receive quality projects.

Terry L. Abel Fire Chief, Islamorada Fire Rescue Department Islamorada, Village of Islands Ph: 305-664-6490 E: terry.abel@islamorada.fl.us	Mr. Richard Strickland Director of Airports Monroe County, FL Ph: 305-809-5210 E: strickland-richard@monroecounty-fl.gov
Hank Flores, AICP, CFM Senior Planner Islamorada, Village of Islands E: hank.flores@islamorada.fl.us	William Castillo Aviation Planning Manager Broward County Aviation Department Ph: 954-359-2291 E: wcastillo@broward.org





TAB 6 | COST PROPOSAL

PROVIDE A COMPLETE PROPOSED FEE SCHEDULE.

The MJ Team would develop the dry-floodproofing strategy for the building footprints, design floodproofing elements, coordinate with selected floodproofing product manufacturers, develop waterproofing details for walls, wall joints, floor joints, wall/floor pipe/conduit penetrations, develop floodproofing details for sanitary and storm sewers and develop floodproofing details for mechanical / plumbing and electrical equipment. Based on a preliminary site assessment conducted for Fire Station 19 and Fire Station 21 on June 15, 2022, below is the cost for the Dry Floodproofing Design and Engineering Services as per RFP 22-07.

RFP 22-07 SCOPE OF SERVICES	ESTIMATED HOURS	NOT TO EXCEED FEE
Fire Station 19 Dry Floodproofing Design and Engineering Services	394	\$80,092
Fire Station 21 Dry Floodproofing Design and Engineering Services	264	\$70,688
Post Design Services / Construction Administration	128	\$24,956
Estimated Project Expenses		\$2,814
Project Administration		\$4,222
TOTAL		\$182,772.00

For each station, extensive site visits and construction drawing reviews will be required to locate and document all pipe and conduit penetrations, door/window openings, and joints that need floodproofing treatment. MEP work includes the addition of backflow prevention valves, new sump pumps, sump pump power sources, and relocating or replacing electrical panels, among others. Architectural work includes impact-to-life safety plans, means of egress, potential stair reconfigurations, and floodproofing member aesthetics, among others. Structural work consists of performing structural analysis checks of existing structural members to determine if they can safely withstand design flood loads or will require hardening. Because both fire stations are in flood zones, ground anchors may be required to counteract buoyancy forces. This will require Geotech services to provide ground anchor design data. The accuracy of the existing structure checks, hardening details (if necessary), MEP, and architectural work will depend on each fire station's available construction documents/drawings information.

ASSUMPTIONS

- Information provided by the Village and shown in the FEMA NFIP Elevation Certificates is accurate.
- This proposal is based on the information available at this time. The fees may require revision if the Project/Scope definition changes from the description presented in this document or if additional scope.
- RFP 22-07 scope of work does not include preparation of As-Builts Drawings for the buildings subject to dry floodproofing.
- The Village is expected to furnish the MJ Team with full information as to Project's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.
- Our scope assumes that a third-party peer review would be performed by engineering firm to be selected by the Village.
- If the Client is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with a given property or area, it is the Client responsibility to bring it to our attention before a site visit is performed by the MJ Team.

TAB 6 | COST PROPOSAL

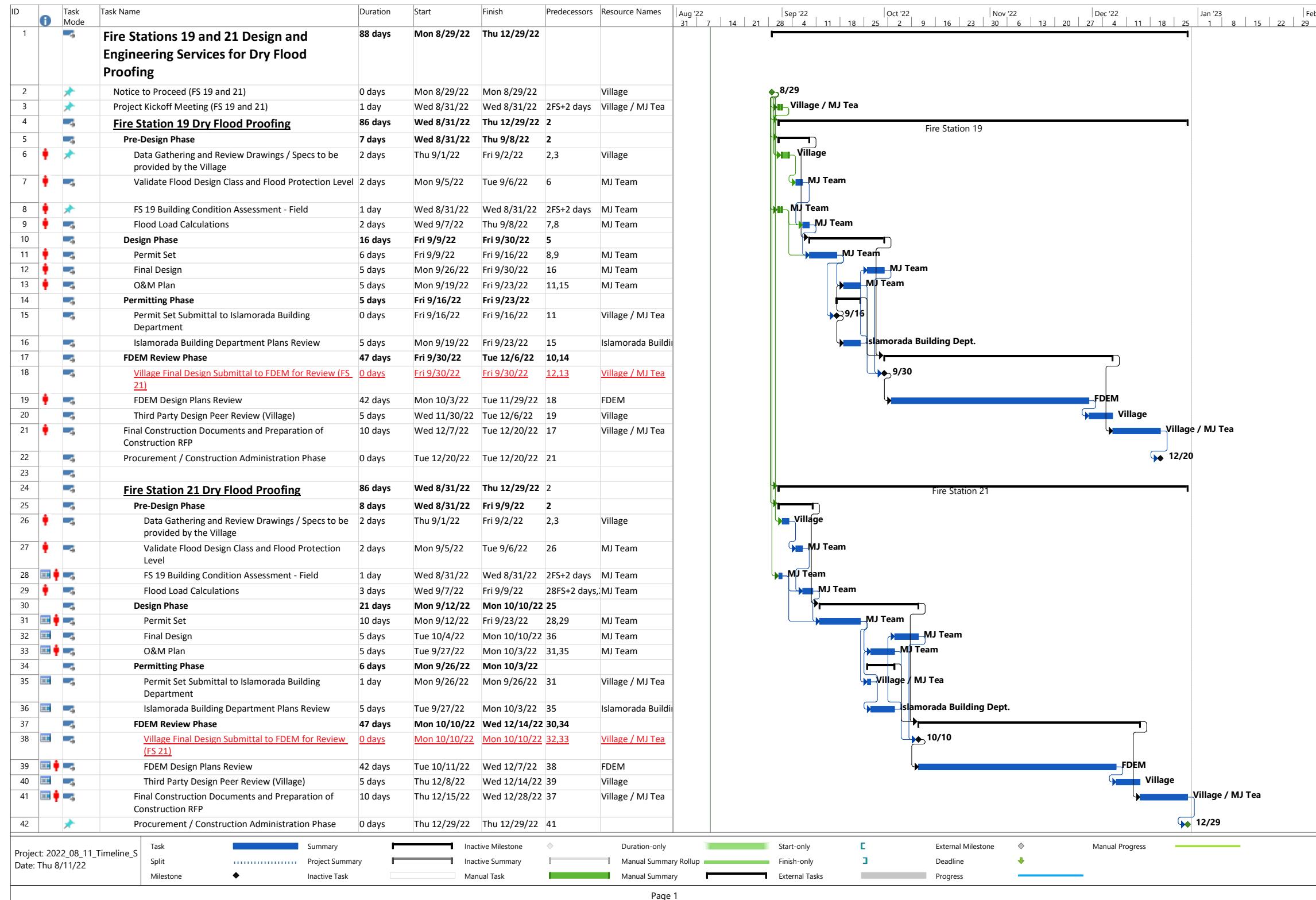
- Any change, expenses and/or technical support, other than those described in this proposal or RFP 22-07, may result in an increase of the cost included herein.
- Any additional studies or supplements, or additional support and/or expenses that are not described in this proposal or RFP 22-07 will not be performed without an agreement between the Village and authorized via Change Order by the Village.
- The MJ Team cannot warrant the accuracy of the existing documents to be provided by the Village (e.g., drawings, as-builts and construction documents, building records, or reports, etc.) prepared by others and that may be used for this project. It is assumed that documents noted above do reflect the current conditions of the fire stations, and all changes made since the original construction.
- The structure will not require unusual, elaborate, or lengthy design methods or calculations; have an unusual number of complexities, specials conditions or different materials; or have irregular shapes or lack of repetitive framing systems or members.
- Assisting Client in evaluating any requested deviations from the structural design or specifications is not included. Cost for the MJ Team to evaluate proposed deviations/alternates is beyond the scope of basic services and accordingly will be billed as additional services.
- It is assumed that the Islamorada Fire Department will submit final plans to the Building Department for plans review and permit.
- Fees may vary depending on the information available for each fire station.





TAB 7 | TIMELINE

THE CONTRACTOR SHALL PROVIDE A TIMELINE TO INCLUDE THE CONTRACTOR'S BEST ESTIMATE OF THE NUMBER OF CALENDAR DAYS TO COMPLETE AND DELIVER THE DESIGN AND ENGINEERING PLANS.





TAB 8 | INSURANCE TO BE PROVIDED AFTER AWARD OF CONTRACT

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY INSURANCE COVERAGE AS INDICATED BELOW. CERTIFICATES OF INSURANCE MUST BE PROVIDED TO VILLAGE WITHIN FIFTEEN (15) DAYS AFTER AWARD OF CONTRACT, WITH VILLAGE COUNCIL LISTED AS ADDITIONAL INSURED AS INDICATED. IF THE PROPER INSURANCE FORMS ARE NOT RECEIVED WITHIN THE FIFTEEN (15) DAY PERIOD, THE CONTRACT MAY BE AWARDED TO THE NEXT SELECTED CONTRACTOR. POLICIES SHALL BE WRITTEN BY COMPANIES LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA AND HAVING AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF FLORIDA.

Upon (15) days of contract award, MJ will provide the necessary certificate of insurance complying to all project insurance requirements. For RFP compliance only, please see below sample certificate of insurance.

ACORD® CERTIFICATE OF LIABILITY INSURANCE					
DATE (MM/DD/YYYY) 06/14/2021					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AFFIRMATIVE, OR NEGATIVELY, END, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEING INSURED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER	CONTACT NAME	Timothy P. Esler, CPCU	PHONE (A/C No.)	201-262-1200	FAX (A/C No.)
Pennex & Esler Agency, Inc.	TELEPHONE		TELEPHONE		
Box 60	EMAIL ADDRESS	certes@pennex-esler.com			
Gradell, NJ 07649 USA	INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED	INSURER A:	Berkshire Hathaway Specialty Insurance			
McFarland-Johnson, Inc.	INSURER B:				
at: Frank J. Greco	INSURER C:				
49 Court Street	INSURER D:				
Box 240	INSURER E:				
Binghamton, NY 13901 USA	INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 535061790				
	REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR NOTWITHSTANDING THE COVERAGE PROVIDED THEREIN, THE POLICY(IES) DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
INSR #	TYPE OF INSURANCE	INSR. I.D.#	POLICY NUMBER	POLICY EXP. (MM/DD/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY				
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>				
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> EXCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				
	AUTO LIABILITY				
	ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				
	SCHEDULED AUTOS <input checked="" type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per person) <input type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per accident) <input type="checkbox"/>				
	PERSONAL & ADV. INJURY <input type="checkbox"/>				
	GENERAL AGGREGATE <input type="checkbox"/>				
	PRODUCTS - COMMODITY AGG. <input type="checkbox"/>				
	OTHER <input type="checkbox"/>				
	COMBINED SINGLE LIMIT <input type="checkbox"/>				
	PER PERSON <input type="checkbox"/>				
	PER OCCURRENCE <input type="checkbox"/>				
	AGGREGATE <input type="checkbox"/>				
	PER EXPOSURE <input type="checkbox"/>				
	EL EACH ACCIDENT <input type="checkbox"/>				
	EL DISEASE - EA EMPLOYEE <input type="checkbox"/>				
	EL DISEASE - POLICY LIMIT <input type="checkbox"/>				
	WORKERS' COMPENSATION				
	EMPLOYER LIABILITY <input type="checkbox"/>				
	ANY APPROPRIATOR/PARTNER/EXECUTIVE <input type="checkbox"/>				
	(Name(s) of Non-Insured Designees and/or Operations below)				
	Y/N				
	N/A				
	A Prof./Poll. Liability				
	47-EPF-305433-04		06/15/21	06/15/22	Per Claim \$5,000,000
					Annual Aggregate \$5,000,000
					Deductible per clm \$0,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10, Additional Remarks Schedule, may be attached if more space is required)</p>					
<p>CERTIFICATE HOLDER CANCELLATION</p>					
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>					
<p>AUTHORIZED REPRESENTATIVE <i>J. P. Esler</i></p>					
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<p>ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD</p>					

ACORD® CERTIFICATE OF LIABILITY INSURANCE					
DATE (MM/DD/YYYY) 1/18/2022					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AFFIRMATIVE, OR NEGATIVELY, END, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BEING INSURED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER	CONTACT NAME	Michael Burns	PHONE (A/C No.)	(607) 754-0229	FAX (A/C No.)
Insurance Office of America	TELEPHONE		TELEPHONE		
31 Lewis Street	EMAIL ADDRESS	Michael.Burns@ioausa.com			
Binghamton, NY 13901	INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED	INSURER A:	National Fire Insurance Co of Hartford			
McFarland Johnson, Inc.	INSURER B:	Transportation Insurance Company			
49 Court Street	INSURER C:	Continental Insurance Company			
Suite 240	INSURER D:				
Binghamton, NY 13901	INSURER E:				
	INSURER F:				
COVERAGES	CERTIFICATE NUMBER:				
	REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR NOTWITHSTANDING THE COVERAGE PROVIDED THEREIN, THE POLICY(IES) DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
INSR #	TYPE OF INSURANCE	INSR. I.D.#	POLICY NUMBER	POLICY EXP. (MM/DD/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY				
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>		X 6056803227	1/1/2022	1/1/2023
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> EXCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				
	AUTO/MOBILE LIABILITY				
	ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		X 6056803213	1/1/2022	1/1/2023
	SCHEDULED AUTOS <input checked="" type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per person) <input type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per accident) <input type="checkbox"/>				
	PERSONAL & ADV. INJURY <input type="checkbox"/>				
	GENERAL AGGREGATE <input type="checkbox"/>				
	PRODUCTS - COMMODITY AGG. <input type="checkbox"/>				
	OTHER <input type="checkbox"/>				
	COMBINED SINGLE LIMIT <input type="checkbox"/>				
	PER PERSON <input type="checkbox"/>				
	PER OCCURRENCE <input type="checkbox"/>				
	AGGREGATE <input type="checkbox"/>				
	PER EXPOSURE <input type="checkbox"/>				
	EL EACH ACCIDENT <input type="checkbox"/>				
	EL DISEASE - EA EMPLOYEE <input type="checkbox"/>				
	EL DISEASE - POLICY LIMIT <input type="checkbox"/>				
	WORKERS' COMPENSATION				
	EMPLOYER LIABILITY <input type="checkbox"/>				
	ANY APPROPRIATOR/PARTNER/EXECUTIVE <input type="checkbox"/>				
	(Name(s) of Non-Insured Designees and/or Operations below)				
	Y/N				
	N/A				
	A Prof./Poll. Liability				
	6056803230		1/1/2022	1/1/2023	
	GENL AGGREGATE LIABILITY AND EMPLOYER LIABILITY <input type="checkbox"/>				
	ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				
	SCHEDULED AUTOS <input checked="" type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per person) <input type="checkbox"/>				
	PROPERTY DAMAGE <input type="checkbox"/>				
	BODILY INJURY (Per accident) <input type="checkbox"/>				
	PERSONAL & ADV. INJURY <input type="checkbox"/>				
	GENERAL AGGREGATE <input type="checkbox"/>				
	PRODUCTS - COMMODITY AGG. <input type="checkbox"/>				
	OTHER <input type="checkbox"/>				
	COMBINED SINGLE LIMIT <input type="checkbox"/>				
	PER PERSON <input type="checkbox"/>				
	PER OCCURRENCE <input type="checkbox"/>				
	AGGREGATE <input type="checkbox"/>				
	PER EXPOSURE <input type="checkbox"/>				
	EL EACH ACCIDENT <input type="checkbox"/>				
	EL DISEASE - EA EMPLOYEE <input type="checkbox"/>				
	EL DISEASE - POLICY LIMIT <input type="checkbox"/>				
	A Val Proprs & Records		6056803227	1/1/2022	1/1/2023
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10, Additional Remarks Schedule, may be attached if more space is required)</p>					
<p>CERTIFICATE HOLDER CANCELLATION</p>					
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>					
<p>AUTHORIZED REPRESENTATIVE <i>Deborah K. Standard</i></p>					
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TAB 9 | STATE AND LOCAL AUTHORIZATION TO TRANSACT BUSINESS

SUBMIT PROOF OF AUTHORIZATION FROM THE SECRETARY OF THE STATE OF FLORIDA TO TRANSACT AND CONDUCT BUSINESS IN THE STATE OF FLORIDA. THE CONTRACTOR MUST BE FULLY LICENSED AND CERTIFIED IN THE STATE OF FLORIDA AT THE TIME OF SUBMITTAL FOR THE TYPE OF SERVICES TO BE RENDERED.

Please find all company and key staff licenses for this project below.

**State of Florida
Department of State**

I certify from the records of this office that MCFARLAND-JOHNSON, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on May 6, 1969.

The document number of this corporation is 822745.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 22, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of April, 2022



Secretary of State

Tracking Number: 8294129433CU
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**State of Florida
Department of State**

I certify from the records of this office that CSA CENTRAL, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on February 23, 2006.

The document number of this corporation is F06000001176.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of April, 2022



Secretary of State

Tracking Number: 9301143993CU
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:03:11 AM 1/31/2022

Licensee Information

Name:	MCFARLAND-JOHNSON, INC. (Primary Name)
	MCFARLAND-JOHNSON, INC. (DBA Name)
Main Address:	49 COURT STREET, SUITE 240 BINGHAMTON New York 13901

License Information

License Type:	Registry
Rank:	Registry
License Number:	33800
Status:	Current
Licensure Date:	01/07/2020
Expires:	

Special Qualifications

Qualification Effective

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION


Department of Business & Professional Regulation

HOME **CONTACT US** **MY ACCOUNT**

ONLINE SERVICES

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LICENSEE DETAILS

9:39:44 AM 4/28/2022

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	CSA CENTRAL, INC. (Primary Name)
Main Address:	8200 NW 41ST STREET SUITE 305 DORAL Florida 33166
County:	DADE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	05/29/2008
Expires:	

Special Qualifications

Qualification Effective

Corporation	05/29/2008
-------------	------------

TAB 9 | STATE AND LOCAL AUTHORIZATION TO TRANSACT BUSINESS

Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 84876

JIMENEZ VELEZ, RAFAEL
14295 VINDEL VINDEL CIRCLE
FORT MYERS FL 33905

LICENSE NUMBER: PE84876
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HOWE, CHARLES M.
4 EDWARDS STREET
BINGHAMTON NY 13905

LICENSE NUMBER: PE82052
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KOPEC, CHRISTOPHER S.
49 COURT STREET, SUITE 240
BINGHAMTON NY 13901

LICENSE NUMBER: PE78966
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

TORRENS, RAFAEL A III
4060 LOQUAT AVENUE
MIAMI FL 33133

LICENSE NUMBER: AR0017381
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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HONOR

INTEGRITY

BROTHERHOOD

PRIDE

TRADITION

TAB 10 | CONTRACT TERMS

Sign and Submit

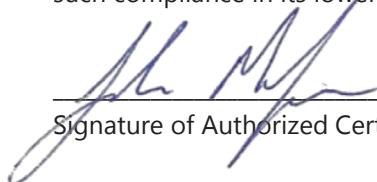
9. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

[John Mafera, Vice President](#)

Name and Title of Authorized Certifying Official

[08/15/2022](#)

Date

TAB 10 | CONTRACT TERMS

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

TAB 10 | CONTRACT TERMS

Sign and Submit

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

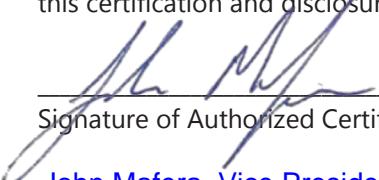
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an officer or employee of an agency, 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.
2. 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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 representation 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 person 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

John Mafera, Vice President

Name and Title of Authorized Certifying Official

08/15/2022

Date

Request for Proposals
DESIGN & ENGINEERING FOR DRY FLOODPROOFING ISLAMORADA FIRE STATIONS 19 & 21

RFP 22-07

Page 21 of 25

TAB 10 | CONTRACT TERMS

Sign and Submit

ADDITIONAL CONTRACT TERMS FOR FEMA-FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. Non-use of DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

TAB 10 | CONTRACT TERMS

F. Program Fraud and False or Fraudulent Statement or Related Facts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

John Mafera, Vice President

Name and Title of Contractor's Authorized Official



McFarland Johnson

DUTY

HONOR

INTEGRITY

BROTHERHOOD

PRIDE

TRADITION

COURAGE