

RESOLUTION NO. 23-02-06

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT
OF THE RFP 22-15 EVALUATION COMMITTEE WITH LORI LEHR,
INC TO CREATE A WATERSHED MANAGEMENT PLAN THAT WILL
CHARACTERIZE EXPOSURE AND RISK, BUILD DATASETS, AND
IMPROVE PARTICIPATION IN FEMA'S CRS PROGRAM;
AUTHORIZING THE VILLAGE MANAGER AND VILLAGE
ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE
REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER
TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE
MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") proposes to create a Watershed Management Plan, that will characterize exposure and risk, build datasets, and improve participation in FEMA's CRS program; and

WHEREAS, the Village was awarded grant funding to create Watershed Master Plan ("WMP") throughout the state of Florida; and

WHEREAS, The Watershed Planning Initiative is funded through a \$26.6 million grant under the Hazard Mitigation Grant Program ("HMGP"), as approved by Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency ("FEMA"), with the purpose of creating standardized, cost-effective, and easily replicable Watershed Master Plans ("WMP") throughout the state of Florida; and

WHEREAS, the 75% federal share of grant funding is One Hundred Eighty Thousand Seventy-one Dollars and Twenty-five cents (\$180,071.25). The Village's share would be 25% or Sixty Thousand Twenty-three and Seventy-five cents (\$60,023.75); and

WHEREAS, on December 15, 2022, the Village issued Request for Proposals (RFP) 22-15 to

solicit proposals from qualified firms to create a Watershed Management Plan, that will characterize exposure and risk, build datasets, and improve participation in FEMA's CRS program (the "Project"); and

WHEREAS, the deadline for RFP 22-15 was January 23, 2023, 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 and recommends selection of the sole proposer, Lori Lehr, Inc, for the requested services for an amount not to exceed Two Hundred Forty Thousand and Ninety-Five Dollars (\$240,095.00); and

WHEREAS, the Village Council acknowledges the expenditure obligation and finds that approval of the Agreement with Lori Lehr, Inc to complete the Watershed Management Plan in accordance with CRS standards 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 hereby approves the selection of Lori Lehr, Inc to provide a Watershed Management Plan in accordance with CRS standards.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to negotiate an agreement, in the form attached hereto as Exhibit "A", with Lori Lehr, Inc for the services to create the Watershed Management Plan.

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. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Lori Lehr, 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 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Council Member Mark Gregg, seconded by Council Member Henry Rosenthal

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilmember Mark Gregg	<u>Yes</u>
Councilmember Henry Rosenthal	<u>Yes</u>
Councilmember Elizabeth Jolin	<u>Yes</u>

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2023.

Joseph B. Pinder III
JOSEPH B. PINDER III, MAYOR

ATTEST:

Marne McGrath
MARNE McGRATH, VILLAGE CLERK

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

John Quick
JOHN QUICK, INTERIM VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 23rd day of **February**, 2023, between:

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

and

Lori Lehr Inc.

a Corporation authorized to do 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 I. 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.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to develop a Watershed Master Plan ("WMP") for the VILLAGE to characterize its exposure and risk, build datasets and increase resiliency in the community (the "Project").

Section 1.02 On December 15, 2022, the VILLAGE issued Request for Proposals No. 22-15 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 23, 2023, the VILLAGE received one proposal, a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated the proposal in accordance with the RFP and determined that CONTRACTOR was a responsive and responsible proposer for the Project.

Section 1.05 On February 9, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-02-06, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 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 for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project 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 III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline 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.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not

completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 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 "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Two Hundred Forty Thousand Ninety Five and no/100 Dollars (\$240,095.00)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials 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.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 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.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 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 sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 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.

Section 5.03 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.

Section 5.04 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.

Section 5.05 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; and

Section 5.06 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 Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 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 VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 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.

Section 7.02 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.

Section 7.03 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.

Section 7.04 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 VIII. INDEPENDENT CONTRACTOR

Section 8.01 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 IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project 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 to the Project. Each amendment shall at a minimum include the following information on the Project:

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

ESTIMATED PROJECT COMPLETION DATE

Section 9.02 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 X. TERM AND TERMINATION

Section 10.01 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.

Section 10.02 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 XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, 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 "A"; the RFP as incorporated into this Agreement and all other addendums and 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 XII. MISCELLANEOUS

Section 12.01 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.

Section 12.02 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.

Section 12.03 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.

Section 12.04 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.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 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.

Section 12.07 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.

Section 12.08 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 City 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 City 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.

Section 12.09 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: Lori Lehr
Lori Lehr, Inc.
901 Walden Pond Drive
Plant City, FL 33563
Lori.loriehrinc.com

Section 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.

Section 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.

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

Section 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.

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

Section 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.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached 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.

Section 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 XIII. FEDERAL CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is 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 this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the Federal contract provisions and FEMA contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

- (a) REMEDIES FOR BREACH
- (b) TERMINATION FOR CAUSE AND CONVENIENCE
- (c) DAVIS BACON ACT
- (d) EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
- (e) COPELAND ANTI-KICKBACK ACT
- (f) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
- (g) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- (h) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- (i) PROCUREMENT OF RECOVERED MATERIALS
- (j) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- (k) RETENTION OF RECORDS
- (l) SUSPENSION AND DEBARMENT - *Signed and submitted with proposal*
- (m) BYRD ANTI-LOBBYING AMENDMENT - *Signed and submitted with proposal*
- (n) ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS – *Signed and submitted with Proposal*
 - (i) ACCESS TO RECORDS -
 - (ii) CHANGES/MODIFICATIONS
 - (iii) NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
 - (iv) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
 - (v) NOT OBLIGATION BY THE FEDERAL GOVERNMENT
 - (vi) PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

[FEDERAL CONTRACT PROVISION BEGIN ON NEXT PAGE]

Section 13.03 Remedies for Breach. In addition to all other remedies included in this Agreement, 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 Agreement. 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 Agreement, after CONTRACTOR has had a reasonable opportunity to remediate and/or complete its Services as otherwise set for in this Agreement. All remedies provided for in this Agreement 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.

Section 13.04 Termination for Cause and Convenience. This Agreement resulting from a procurement activity by 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, 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.

Section 13.05 Davis Bacon Act. The 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 Agreement 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) CONTRACTOR is 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, the CONTRACTOR is required to pay wages not less than once a week.

Section 13.06 Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

- (a) 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.

- (b) 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.
- (c) 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..
- (d) 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.
- (e) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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.
- (g) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 VILLAGE 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 VILLAGE 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 Agreement.

The VILLAGE 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 VILLAGE 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.

Section 13.07 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 Agreement.
- (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 this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 13.08 Rights to Inventions made Under This Agreement.

- (a) **Standard.** If the FEMA award meets the definition of "funding agreement" under 37 C.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."

Section 13.09 Contract Work Hours and Safety Standards Act. This Section applies to all FEMA contracts awarded by the non-federal entity (the VILLAGE) 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.

- (a) ***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.
- (b) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (a) 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 (a) 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 (a) of this section.

- (c) **Withholding for unpaid wages and liquidated damages.** The VILLAGE 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) of this section.
- (d) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section

Section 13.10 Clean Air Act and Federal Water Pollution Control Act.

- (a) **Clean Air Act.** This requirement applies to contracts awarded by a non-federal entity (the VILLAGE) of amounts in excess of \$150,000 under a federal grant.
 - (i) 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.
 - (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees the VILLAGE 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.
 - (iii) 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.

(b) Federal Water Pollution Control Act.

- (i) 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.
- (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees that VILLAGE 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.

- (iii) 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.

Section 13.11 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 Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) 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>.

Section 13.12 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.

- (a) In accordance with 2 C.F.R. §200.321, the 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 CONTRACTOR must take; the requirements do not preclude the 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 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").

Section 13.13 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).
 - (i) 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,
 - (ii) 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.

Signed and submitted with proposal

Section 13.14 SUSPENSION AND DEBARMENT

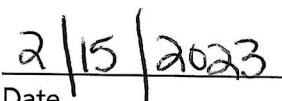
- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) 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.
- (c) This certification is a material representation of fact relied upon by the VILLAGE. 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 VILLAGE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The undersigned 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



Name and Title of Authorized Certifying Official



Date

Section 13.15 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; 44 C.F.R. PART 18 – **CERTIFICATION REGARDING LOBBYING**. The certification is found on the next page.

Signed and Submitted with Proposal

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned CONTRACTOR 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.

Lori Lehr
Signature of Authorized Certifying Official

Lori Lehr
Name and Title of Authorized Certifying Official

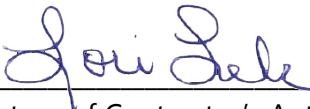
2/15/2023
Date

Signed and submitted with proposal

Section 13.16 Additional Contract Terms for Federal and FEMA Funded Projects. The following paragraphs will also become a part of this Agreement resulting from the RFP:

- (a) **Access to Records.**
 - (i) The CONTRACTOR agrees to provide the VILLAGE, 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.
 - (ii) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce aby any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (iii) 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.
 - (iv) In compliance with the Disaster Recovery Act of 2018, the VILLAGE and the CONTRACTOR acknowledge and agree that no language in this Agreement 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 this Agreement, 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 this Agreement. 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 Agreement 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 this Agreement.

(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 Agreement.



Signature of Contractor's Authorized Official

Lori Lehr
Name and Title of Contractor's Authorized Official

2/25/2023
Date

[Signature Page to this Agreement on Following Page]

Signed and Submitted with Proposal

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned CONTRACTOR 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.

Lori Lehr
Signature of Authorized Certifying Official

Lori Lehr
Name and Title of Authorized Certifying Official

2/15/2023
Date

[SIGNATURE PAGE TO AGREEMENT]

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: 
Ted Yates, Village Manager

AUTHENTICATION:



Marne McGrath, Village Clerk

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



John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Lori Lehr
Print Name: ROBERT LEHR

By: *Lori Lehr*
Print Name: Lori Lehr
Title: President
Date: 2/15/2023

ATTEST:

SECRETARY

STATE OF FLORIDA
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 16th day of February, 2023 (year) by Lori Lehr (name of person making the statement) as President (title) of Lori Lehr, Inc. (company name), who is personally known to me or has provided Florida Driver's License as identification.

DD
NOTARY PUBLIC

My Commission Expires:

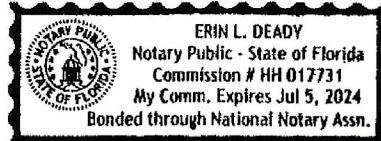


Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL



LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Proposal for
Watershed Management Plan
RFP No. 22-15

Prepared for:
Village of Islamorada, Florida

Prepared by:
Lori Lehr, Inc.
901 Walden Pond Drive,
Plant City, Florida, 33563
727-235-3875
lori@lorilehrinc.com

January 23, 2023 at 3:00 PM



COPY



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LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Tab 1 Cover Letter

Tab 1 Cover Letter





Tab 1: Cover Letter

January 23, 2023

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Re: Request for Proposals (RFP- 22-15) for Watershed Management Plan- Grant Funded

Please consider this submittal for the above-referenced Request for Proposals ("RFP"). **Lori Lehr, Inc.**, as the primary consultant, has teamed with the following subconsultants: **WSP USA Environment & Infrastructure Inc. (WSP)**, **Erin L. Deady, P. A.** and **Clearview Geographic** to provide a comprehensive Team approach for the expertise required by the Village as described in the RFP. This Team has been specifically formulated to address all areas of expertise required in the RFP. This submittal includes the qualifications and experience of our team, qualifications of the Key Staff to be assigned, and lists our experience for the services specified in the Scope of Services and Eligibility Criteria on pages 4-5, Exhibit "1" attached to the RFP and the expertise required on page 4 of the RFP. These firms have all collaborated on multiple projects, and some of the firms directly, on projects in or including the Village of Islamorada.

Lori Lehr, Inc. as the proposer for this engagement, is a full-service firm incorporated within the State of Florida providing CRS consulting services to local government clients since its formation in 2016. The contact person for this project will be Lori Lehr, CFM. (P. 727-235-3875) and the location of the office is: 901 Walden Pond Drive, Plant City, Florida, 33563. Lori Lehr, Inc. is owned by Ms. Lehr, as President of the firm, and the firm holds a State of Florida Woman-owned Business Enterprise (WBE) certification. Lori Lehr, Inc. is primarily a Florida-based firm serving clients across the entire state. Our clients include small and large local governments. The firm has effectively partnered with the County on CRS work already since January 2017.

Ms. Lehr, who will serve as the Project Manager, has significant CRS experience which includes Floodplain Administration/CRS Coordination services, being a CRS instructor, being a liaison with ISO on CRS activities for local governments, formulating regulatory recommendations for CRS programs, coordination on vulnerability assessments and strategizing on CRS activities and public involvement for CRS activities. This experience includes previous work with ISO on the CRS program. Combining CRS with land use, resiliency, and policy experience, many of the Team's clients have already benefitted from a multi-disciplined approach to address complex land use, legislative, planning, environmental and funding issues faced by clients in the resiliency field. The Team, collectively, has also achieved several other accreditations and credentials:

- Certified Floodplain Managers
- Planning Accreditation by the American Institute of Certified Planners
- U. S. Small Business Administration, Economically Disadvantaged Woman Owned Business
- State of Florida Woman-owned and Minority Business Enterprises

The Team submitting this response is comprised of a multi-disciplinary group of experienced professionals who understand the needs of local governments when implementing a CRS and comprehensive resiliency program. Members of the Team also have direct experience working with the Village on previous and current resiliency initiatives and have worked over with the Village to successfully secure grant awards for resiliency initiatives. This experience adds efficiency in producing deliverables as assigned by the Village and coordination with current resiliency activities. Lori Lehr,



Inc. and the Team have a thorough understanding of the work to be done given our significant project history as demonstrated by this response. The Team will show extensive qualifications in:

- The Federal Emergency Management Agency (FEMA's) Community Rating System program and floodplain management. The team includes two Certified Floodplain Managers with expertise in the NFIP CRS program and specifically with Sea Level Rise criteria in 452. b Watershed Management Plan (WMP).
- Modeling and mapping climate vulnerabilities including H&H modeling in Southeast Florida (including Monroe County). This modeling expertise includes both traditional event-based modeling but also extensive expertise in climate change analyses to evaluate various aspects of water resources and the hydrologic cycle.
- Extensive, recent, and local knowledge of water management issues in Monroe County (including the Village of Islamorada) and the South Florida Water Management District.
- Knowledge and experience in GIS mapping with climate change impact analysis, public outreach, education, equity in adaptation response and economic analysis specific to adaptation projects (including the Village of Islamorada and Monroe County).
- Land use (AICP), policy and analysis related to climate change and planning initiatives.
- Locally relevant experience with state and federal policy and programs to address the built environment, natural environment, stormwater, and transportation systems.
- Public outreach on climate-related initiatives that disseminate information, promote public interest, equity and awareness, and receive, track, and respond to and incorporate public comments and inquiries into project management.
- Development and implementation of Watershed Management Plans in two jurisdictions (noting only six have been approved within the State of Florida).
- Knowledge of the Florida WMP Pilot Program and its deliverables including the scope of the modeling approach used in those two work products.

The Team is committed to perform the services requested in the Village's RFP and will maintain extensive communication with the Village throughout assigned projects. The proposal remains in effect for ninety (90) days from the date of bid opening. We have taken great care to assemble a truly multi-disciplined team combining substantial familiarity with all aspects of developing a WMP within the CRS program, overall CRS strategy and a comprehensive resiliency program and the unique needs of the Village. Our Team has a proven track record in CRS, resiliency, sustainability, and climate planning that is unparalleled in the industry which will result in a more efficient project sensitive to the "unique and special" qualities the Village already has and wishes to preserve in the future. We appreciate the opportunity to submit our qualifications and look forward to working with the Village.

Sincerely,

Lori Lehr, Inc.

Lori Lehr

Lori Lehr, CFM



LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Tab 2 Company Overview

Tab 2 Company Overview





Tab 2: Company Overview

The project team has been specifically structured to meet the needs of the Village of Islamorada within this scope of services. The team will be led by Lori Lehr, Inc. who is unparalleled in her experience with the CRS program successfully assisting local governments navigating the CRS program. Her experience spans small and large local governments across the state drawing upon her former experience working in the program for ISO and as a former Floodplain professional.

Lori Lehr, Inc. will be supported by WSP who has developed over 190 state and local hazard mitigation plans with many being in similar size and scope to Village. WSP worked with FEMA Headquarters to develop the Local Multi-Hazard Mitigation Guidance (Blue Book – July 2008), the document communities must follow to update their local hazard mitigation plan. WSP also worked with FEMA Headquarters to merge the CRS Planning criteria into the DMA Planning requirements and into the Interim Final Rule (IFR). At the request of FEMA Headquarters, WSP developed an Education Program on reviewing and evaluating hazard mitigation and CRS plans for FEMA Regional planning staff. WSP has the experience and knowledge of local stormwater operations in the Village, which is a key component of an Activity 452. b Watershed Management Plan. Clearview Geographic is also on the Team having conducted the technical modeling work for the County's Vulnerability Assessment update in 2020 – 2021 and is a key team member developing the technical analysis for the Village of Islamorada's Vulnerability assessment currently as a subcontractor to WSP. Erin L. Deady, P. A. has been added to the team to assist with both the development of the Watershed Management Plan as well as support other climate and adaptation Coordination tasks the Village may require. She is also a team member as a subcontractor under WSP developing the Village's Vulnerability Assessment. She also led, with Clearview Geographic staff, the development of the first ISO-approved sea level rise-based Watershed Management Plan in Monroe County, Florida approved in 2019. She also has led most of the vulnerability assessment work conducted by Monroe County.

The following provides the requested overview of the firm and subconsultants:

Firm Name	Overview
Lori Lehr, Inc. 901 Walden Pond Drive, Plant City, Florida, 33563 727-235-3875 lori@lorilehrinc.com	Lori Lehr is a single member company. She achieved her certification as a Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. (ASFPM) in 2000 and she has been involved in the floodplain management industry since that time. She started her professional qualifications in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer, and acting as a liaison between the City and FEMA. She has over eight years of specific experience as a CRS Specialist working with Insurance Services Office (ISO). She is well-versed in all iterations of the CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. While working with ISO, she submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. As ISO/CRS Specialist, she assisted communities with the highest dollars of CRS discount in the Nation. She also recertified over 80 communities in the CRS program on an annual basis. She also has extensive knowledge and experience with CRS audits and the verification processes that can assist community to reach their CRS goals. Lori Lehr is assigned to the project and will lead its implementation.



Firm Name	Overview
WSP USA Environment & Infrastructure Inc. 16250 NW 59th Ave, Suite 206, Miami Lakes, Florida 33014 314-920-8359 greg.corning@wsp.com	<p>The WSP team has more than 80 professionals in Florida specializing in water resources engineering including hazard risk analyses, loss estimation modeling using HAZUS-MH software, hazard mitigation planning and emergency management, the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) Program, data collection and Geographic Information Systems (GIS), and community outreach including stakeholder coordination and facilitation. The WSP Team has a wide array of experience within the Scope of Services required for the Village of Islamorada Watershed Management Plan.</p> <p>WSP's hazard mitigation planning experience includes over 190 state and local hazard mitigation plans in over 20 states within seven FEMA regions. The scope of these mitigation plans ranges in size and complexity from a single jurisdiction plan for a small rural county, to a disaster resistant university plan for a major state university, to an 11-county multi-jurisdictional plan covering 21,600 square miles with 176 participating local governments.</p>
Erin L. Deady, P.A. 54 ½ SE 6th Avenue, Delray Beach, FL 33482 954-593-5102 erin@deadylaw.com	<p>Erin L. Deady, P. A. has three staff members and is a Federal and State certified woman-owned business located in Delray Beach, FL. As an attorney and AICP certified land planner, Ms. Deady, as the principal of the firm, is qualified in numerous land use, planning, resiliency, sustainability, and legal matters related to floodplain policy, flood risk analysis and adaptation planning. Ms. Deady has worked on numerous vulnerability assessment projects across the state and including components within those projects analyzing the relationships between vulnerability assessments and the NFIP CRS program. Ms. Deady was also the primary author of the Monroe County CRS Watershed Management Plan which helped lead to the County's Class 3 rating in CRS.</p>



Firm Name	Overview
Clearview Geographic 344 S Woodland Blvd, DeLand, FL 32720 386-957-2314 azelenski@clearviewgeographic. com	<p>Clearview Geographic has four staff and is a global leader of geospatial intelligence, science, and technologies that provides tools that help make decisions, protect assets, grow business, and sharpen competitive edges. With a creative multidisciplinary development team, Clearview's planning services division oversees the information gathering, geospatial modeling, and creation of short, medium, and long-range documents for local governments, private businesses, and other large-scale organizations. Clearview's development services division oversees the firm's site selection and environmental assessments as well as permit and compliance services for residential, commercial, and public construction projects. Relevant to Islamorada watershed planning and resilience planning services, Clearview Geographic offers:</p> <ul style="list-style-type: none">• Data Collection and Management• Sea-level rise & other flood modeling such as high tide flooding and storm surge• Spatial Analysis• GIS Mapping, including static print-ready maps and animations• ArcGIS Online Development• Story Map Creation <p>ELD PA has worked on projects with Clearview Geographic in Martin County, St. Lucie County, Monroe County and Pensacola and is currently working with WSP and ELD PA in Islamorada.</p>

Subconsultant Firms and Key Personnel from the Firms Assigned to the Project

Firm Name	Personnel
Lori Lehr, Inc.	Lori Lehr, CFM
WSP	Gregory Corning, PE David A. Stroud, CFM Dustin Atwater, GISP Charles B. Gardiner, PLS, CFEDS Tiffany Davies, PE Rebecca Vanderbeck, PE
Erin L. Ready, P. A.	Erin L. Ready, Esquire, AICP
Clearview Geographic	Alex Zelenski, GISP Jason Evans, Ph. D. Austin Gootee



Lori Lehr, CFM



EXPERIENCE

Lehr: 2015

Industry: 1998

AREAS OF EXPERTISE

Community Rating
System Implementation
and Compliance

National Flood Insurance
Program Compliance
Florida Building Code

PROFESSIONAL ASSOCIATIONS

Association of State
Floodplain Managers

Florida Floodplain
Managers Association

PROFESSIONAL SUMMARY

Ms. Lehr has career long experience with floodplain management and Community Rating System that includes implementation and compliance with both FEMA programs. Ms. Lehr has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance Community Rating System. Ms. Lehr also served as the lead trainer for the Community Rating System, at the Emergency Management Institute training government officials on the implementation of the program. Ms. Lehr currently works side by side with government officials across the nation help their communities achieve better standings in the Community Rating System to enhance floodplain management compliance and promote resilience.

QUALIFICATIONS

Education

- General Studies/St. Petersburg Collage

Registrations / Certifications / Licenses

- Certified Floodplain Manager, Association of State Floodplain Managers

Training / Professional Development

- Florida Floodplain Managers Association Community Rating System/Insurance Committee Chair
- National Trainer for the Community Rating System

WORK EXPERIENCE

Lori Lehr Inc. | 2015 - Present
President

Insurance Service Office | 2007 - 2015
Community Rating System Specialist and Trainer

City of St. Petersburg | 1998 - 2007
Plans Examiner and Community Rating System Coordinator



Gregory Corning, PE



EXPERIENCE

WSP: 2010

Industry: 2005

AREAS OF EXPERTISE

Project management
Dredging and dewatering design and permitting
Sediment analysis and disposal management
Environmental engineering design and permitting
Engineering and environmental field investigations
Meeting facilitation and public presentations

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Water Resources Association
Florida Stormwater Association

PROFESSIONAL SUMMARY

As a Project Manager, Mr. Gregory Corning provides technical input and engineering analysis for projects involving climate resiliency and assessment, project management, dredging and dewatering planning and design, stormwater design and permitting, environmental design and permitting, and construction administration, engineering, and inspection.

QUALIFICATIONS

Education

- Bachelor of Science, Civil Engineering, Florida Atlantic University, 2009

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 79293

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2010 - Present
Project Manager

Harry Harris Park Vulnerability Analysis, Monroe County, Florida
Project Manager. Monroe County contracted WSP to complete a vulnerability assessment of the park.

Tax Collectors Office Facility Assessment and Repairs, Marathon, Florida
Project Manager. WSP is preparing repair construction documents including plans, geotechnical, and permits for the damaged portion of the structure.

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida
As part of the County's sustainability approach, this project will merge climate change science and modeling, with transportation engineering and planning to develop a long-term roads adaptation plan based on design criteria, Sea Level Rise (SLR) projections, adaptation methodology, policy/financing evaluation, and public/stakeholder outreach. The project will be divided into three phases: study and analysis, engineering design, and adaptation plan.



David A. Stroud, CFM



EXPERIENCE

WSP: 2009

Industry: 1991

AREAS OF EXPERTISE

Water Resources
Engineer

Hazard Mitigation
Planning

FEMA's CRS Program

Floodplain Management

FEMA's National Flood
Insurance Program

Community Planning

PROFESSIONAL ASSOCIATIONS

Florida Floodplain
Manager's Association
(FFMA)

FEMA Region IV HAZUS
Users Group

Association of State
Floodplain Managers
(ASFPM)

Natural Hazards
Mitigation Association
(NHMA) – on Planning
Committee

PROFESSIONAL SUMMARY

Mr. David Stroud has 30 years of experience as a floodplain/hazard mitigation planner. Mr. Stroud's hazard mitigation planning experience includes both development of hazard mitigation plans and reviewing and scoring plans for FEMA. Mr. Stroud worked for the Insurance Services Office (ISO) on behalf of FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program as the lead hazard mitigation planner and Flood Training Coordinator for 18 years. Mr. Stroud assisted in the development of the 2007, 2013, 2017 CRS Coordinator's Manuals and the 2021 Addendum.

QUALIFICATIONS

Education

- Master of Urban and Regional Planning, Ball State University, 1990
- Bachelor of Science, Urban and Regional Studies, Ball State University, 1985
- Associate of Science, Architectural Drafting, Vincennes University, 1983

Registrations / Certifications / Licenses

- Certified Floodplain Manager, NC, US-00-00065

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2009 - Present
Associate Water Resources Planner

Cutler Bay, Floodplain Mitigation Plan, Cutler Bay, Florida

Project Manager. Mr. Stroud served as the Project Manager on the development of a Floodplain Mitigation Plan. This plan followed both the Disaster Mitigation Act (DMA) and CRS Planning requirements. Mr. Stroud was responsible for facilitating all planning meetings, overseeing the development of the risk assessment, and developing the mitigation strategy section of the plan. The plan was completed on schedule and within budget. Project timeline February 2020 through August 2021.

Local Mitigation Strategy, Monroe County, Florida

Project Manager. Mr. Stroud served as Project Manager on the development of a Local Mitigation Strategy. This plan included 6 jurisdictions and included both natural hazards and technological hazards. This plan also focused on the impacts to sea-level rise. Project timeline March 2020 through January 2021.



Dustin Atwater, GISP



EXPERIENCE

WSP: 2011

Industry: 2003

AREAS OF EXPERTISE

Geographic Information Systems

Database design, spatial analysis, data conversions, and mapping

Environmental planning

SOFTWARE

ArcGIS Pro

ArcInfo/ArcGIS 10. x, 9. x, 8. x

ArcView 3. x

ArcScene

ArcHydro

ArcSDE using SQL server

AutoDesl Suite including Land Development

Desktop

2011 Map

Civil 3D

Sketch-Up Pro

Adobe Suite

PROFESSIONAL SUMMARY

Mr. Dustin Atwater is a Geographic Information Systems (GIS) Professional working in the environmental discipline. Responsibilities include management, implementation, and development of GIS applications as well as several years of experience in environmental planning. He has applied working knowledge of GIS technology including ArcHydro, ArcView, ArcInfo, and ArcGIS 10. He has used ArcView, ArcGIS, Visual Basic, and Microsoft spreadsheets and database programs. His primary duties include database design, spatial analysis, data conversions, and mapping. As an environmental planner, Mr. Atwater has gained experience analyzing, modeling, and mapping natural resources including wetland and aquatic vegetation, forests, and endangered species habitats. He also has experience in analyzing land-use and impervious surfaces.

QUALIFICATIONS

Education

- Bachelor of Landscape Architecture, Landscape Ecology, University of Minnesota, 2000

Registrations / Certifications / Licenses

- Geographic Information Systems Professional No. 91642
- FDEP Stormwater Erosion and Sedimentation Control Inspector, Florida No. 25050

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | ##### - Present
Senior GIS Analyst

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida

GIS Lead. Responsible for all aspects of the GIS effort, including mobile GIS application development, database creation and management, desktop surveys of readily available information regarding the subject sites, and emissions inventory maps.

Harry Harris Park Vulnerability Analysis, Monroe County, Florida

GIS Lead. WSP to complete a vulnerability assessment of the park.



Charles B. Gardiner, PLS, CFEDS



EXPERIENCE

WSP: 1998

Industry: 1982

AREAS OF EXPERTISE

Management of personnel and resources
Scheduling and tracking of projects
Quality assurance
Geodetic surveying (conventional and GPS)
Route/design surveying and mapping
Boundary surveying

PROFESSIONAL ASSOCIATIONS

American Congress of Surveying and Mapping
National Society of Professional Surveyors
Florida Surveying and Mapping Society
Florida GPS Users Group

PROFESSIONAL SUMMARY

Mr. Charles Gardiner has more than 40 years of experience in a wide range of surveying and mapping activities, including management and execution of projects for both private and public sector clients. His extensive technical background accentuates his ability to manage personnel and projects effectively. He is currently the Operations Manager of the Surveying and Mapping department for WSP's Orlando, Florida office.

QUALIFICATIONS

Education

- Bachelor of Science, Surveying and Mapping, University of Florida, 1987
- Associate of Science, Civil Engineering, Central Florida Community College, 1984

Registrations / Certifications / Licenses

- Professional Land Surveyor, Florida No. LS5046
- Certified BLM Federal Surveyor, No. 1475

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 1998 - Present Principal Surveyor

Florida Department of Environmental Protection, Statewide Continuing Surveying and Mapping Services Contract, Florida

Project Manager/Surveyor. Has served as project manager since 1995 under five successive contracts. Work under these contracts has involved land acquisitions, land management, and land restoration projects associates with the state's land acquisition programs to include Save our Rivers, Rails to Trails, Conservation and Recreational Lands (CARL), P-2000, and Florida Forever.

Miami-Dade County, Surveying and Mapping Services, Florida

Project Manager/Surveyor. Since 2004, under three successive contracts has been responsible for the successful completion of survey projects to support engineering and design missions. Typical assignments included right-of-way surveys, utility locations, topographic surveys, boundary surveys, bathymetric surveys, and the preparation of legal descriptions and sketches.



Tiffany Davies, PE



EXPERIENCE

WSP: 2009

Industry: 2003

AREAS OF EXPERTISE

Civil engineering
Water resources
Hydrology and hydraulic analysis
Wetland restoration
Permitting
Vulnerability assessments
Stormwater management systems
Water and wastewater transmission/collection system designs
Site development

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers

PROFESSIONAL SUMMARY

Ms. Tiffany Davies is a senior engineer with 20 years of professional civil engineering experience. She has been the project manager on number civil engineering projects for municipalities and federal clients as well as private clients. She manages a team of engineers in the water resources department, focusing on civil engineering, hydrology and hydraulic analysis, site civil and wetland restoration projects. Ms. Davies has been responsible for the design, permitting, and construction phase services of numerous civil engineering projects entailing modeling and design of stormwater management systems, design of recreational facilities, design of roadways, layout and design of residential developments, water and wastewater transmission/collection system designs, and site development services for commercial sites.

QUALIFICATIONS

Education

- Bachelor of Science, Civil Engineering, University of Florida, 2003

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 68370

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2009 - Present
Senior Civil Engineer

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida

Associate Engineer. This project will merge climate change science and modeling, with transportation engineering and planning to develop a long-term roads adaptation plan based on design criteria, Sea Level Rise (SLR) projections, adaptation methodology, policy/financing evaluation, and public/stakeholder outreach.

U. S. Department of Agriculture - Natural Resources Conservation Service, 1,160 Acre Wetland Restoration, Lott Easement, Highland County, Sebring, Florida

Senior Engineer. Responsible for the engineering design of the wetland restoration.



Rebecca Vanderbeck, PE



EXPERIENCE

WSP: 2016

Industry: 2001

AREAS OF EXPERTISE

Resiliency and sustainability planning
Development review
Stormwater control
Site civil design
Utilities planning
Site investigation
Soil characterization

TRAININGS

40-hour HAZWOPER
Institute for Sustainable Infrastructure Envision
Sustainability
Professional

PROFESSIONAL SUMMARY

Ms. Rebecca Vanderbeck has 20 years of experience in environmental engineering, including management of utilities and infrastructure improvement projects, stormwater control and site civil design, resiliency planning, site investigations and soil characterization, environmental compliance and permitting, and other aspects of environmental engineering design. Through her experience, Ms. Vanderbeck has also been involved in identification of climate change risks and opportunities and the development of greenhouse gas emissions inventories. She has worked with clients developing sustainability programs and engaged with stakeholders on both municipal and private projects.

QUALIFICATIONS

Education

- Bachelor of Science, Environmental Engineering, University of Central Florida, 2001

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 64804

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2016 - Present
Civil and Environmental Engineer

Harry Harris Park Vulnerability Analysis and Adaptation Plan, Monroe County, Florida

Resiliency Lead. Led the development of adaptation strategies for a coastal park in the Florida Keys. Recommendations were made for near term (five years or less) and longer term (more than five years) strategies based on a review of expected impacts from sea level rise and storm surge at the park.

Resilience Planning and Implementation, City of St. Augustine, Florida

Project Manager. Worked with the City to develop a resilience plan that will allow the City to embed resilience into critical infrastructure within the City, proactively address shocks and stresses that can impact the City, and drive implementation of projects that can have the greatest impact across the social, economic, and environmental areas for the citizens of St. Augustine.



Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A. 

EXPERIENCE

Deady: 2011

Industry: 1995

AREAS OF EXPERTISE

Sustainability and
Climate Planning
Energy Conservation
Land Use
Grant Funding
Environmental
Restoration

PROFESSIONAL ASSOCIATIONS

American Institute of
Certified Planners
Florida Chapter of the
American Planning
Association

PROFESSIONAL SUMMARY

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

QUALIFICATIONS

Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Administration, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

Training / Professional Development

- Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present. Chair 2012-Present

WORK EXPERIENCE

Erin L. Deady, P. A. | 2011 - Present
President

Lewis, Longman & Walker, PA. | 2008 - 2011
Shareholder

Audubon of Florida | 1997 - 2003
Environmental Counsel

Florida Atlantic University | 1995 - 1997
Fellowship-Urban and Environmental Solutions



Alex Zelenski, GISP

Environmental & GIS Consultant



EXPERIENCE

ClearGeo: 2018
Industry: 2014

AREAS OF EXPERTISE

Geographic Information Systems
Environmental Sustainability
Geospatial Modeling
Climate Vulnerability Assessments

PROFESSIONAL ASSOCIATIONS

American Society of Adaptation Professional
Volusia County Association for Responsible Development
American Society of Floodplain Management Professionals
The Sierra Club Florida Chapter
The Environmental Council of Volusia and Flagler Counties

PROFESSIONAL SUMMARY

Mr. Zelenski has significant geographic information systems (GIS) and environmental consulting experience on numerous projects including resiliency, sustainability, vulnerability assessments, and public engagement to support local government planning initiatives both within and outside of Florida. Mr. Zelenski has direct experience creating climate-risk models to serve as the basis for vulnerability assessments, resiliency plans, and has leveraged them to identify both Priority Planning Areas and Adaptation Action Areas in at least three municipalities. Mr. Zelenski has 8 years of experience developing geographic information systems to enhance resilience and climate planning.

QUALIFICATIONS

Education

- Bachelor of Science, Environmental Science & Geography, Stetson University, 2016

Registrations / Certifications / Licenses

- GISCI, Geographic Information Systems Professional

WORK EXPERIENCE

Clearview Geographic | 2018 - Present
President

Zev Cohen & Associates | 2016 - 2018
Environmental Scientist & GIS Specialist

Kappa Map Group | 2015 - 2016
Digital Cartographer

Stetson University | 2014 - 2016
Research & Teaching Assistant



Jason Evans, Ph. D.

GIS Technical Advisor



EXPERIENCE

ClearGeo: 2018

Industry: 2010

AREAS OF EXPERTISE

Geographic Information Systems

Landscape Ecology

Systems Ecology

Dataset Development

Spatial Modeling

PROFESSIONAL ASSOCIATIONS

Association of State Flood Plain Managers

American Ecological Engineering Society

Florida Native Plant Society

PROFESSIONAL SUMMARY

Mr. Evans is trained as a landscape and systems ecologist with a high level of expertise in dataset development, spatial modeling, and flood hazard vulnerability assessments using geographic information systems (GIS). Since 2011, Mr. Evans has served as principal investigator or co-principal investigator for fourteen separate projects that focus on coastal flooding vulnerability and adaptation across coastal Georgia, Florida, South Carolina, and North Carolina. Several of these projects have focused on identifying vulnerability of stormwater systems to sea-level rise and increasing precipitation.

QUALIFICATIONS

Education

- Ph. D. Interdisciplinary Ecology, with Area of Concentration in Environmental Engineering Sciences, University of Florida 2007
- M. S. Interdisciplinary Ecology, University of Florida 2002
- B. A. Philosophy, New College of Florida 1998

WORK EXPERIENCE

Clearview Geographic | 2018 - Present
Technical Advisor & Shareholder

Stetson University Institute for Water & Environmental Resilience | 2019 - Present
Executive Director

Elsevier Journal of Environmental Management | 2016 - Present
Co-Editor-in-Chief

Stetson University | 2014 - Present
Associate Professor of Environmental Science, Department of Environmental Science and Studies (promoted from Assistant Professor and tenured in August 2017)

University of Georgia | 2010 - 2014
Environmental Sustainability Analyst (Final Faculty Rank of Public Service Associate)



Austin Gootee

GIS & IT Specialist



EXPERIENCE

ClearGeo: 2019

AREAS OF EXPERTISE

Database Management
Data Analytics
Geospatial Modeling
Business Intelligence

PROFESSIONAL ASSOCIATIONS

Volusia County
Association for
Responsible
Development
American Society of
Floodplain Management
Professionals

PROFESSIONAL SUMMARY

Austin is responsible for leading Clearview Geographic's technical strategy and oversees the process automation across the geospatial, technical, and environmental teams. With a bachelor's degree of business administration in business systems and analytics, Austin has worked on various GIS and IT related projects including, but not limited to climate resiliency, market research, and website development. Since joining in 2019, he has assisted in improving the technical structure and team of Clearview Geographic.

QUALIFICATIONS

Education

- B. B. A. Business Systems and Analytics – Stetson University, 2020

Registrations / Certifications / Licenses

- FAA license: Commercial Airman Certificate – Remote Pilot for sUAS (Drones)
- Project Management, Stetson University

WORK EXPERIENCE

Clearview Geographic | 2020 - Present
Chief Operating Officer

Clearview Geographic | 2019 - 2020
GIS & IT Specialist

Xfingent Solutions | 2016 - 2016
Receptionist, Secretary, and Support Team Member



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Tab 3 Project Management Experience/Project Examples



Tab 3 Project Management
Experience/Project Examples



Tab 3: Project Management Experience/Project Examples

a) Qualifications and Experience of the Contractor and Services Offered

Lori Lehr, Inc.

The project team has been specifically structured to meet the needs of Islamorada within this scope of services. The team will be led by Lori Lehr, Inc. who is unparalleled in her experience with the CRS program successfully assisting local governments navigating the CRS program. Her experience spans small and large local governments in all regions across the state drawing upon her former experience working in the program for ISO and as a former Floodplain professional. Lori Lehr, Inc. will lead the development of the Watershed Management Plan, coordination with ISO/CRS and other CRS-related activities in this scope of work.

Subcontractors

Lori Lehr, Inc. will be supported by **Erin L. Deady, P. A.** and **Clearview Geographic, LLC** who conducted the development of Monroe County's 2019 Watershed Management Plan including all modeling and analysis related to stormwater and sea level rise in that plan, the first ISO-approved sea level rise-based Watershed Management Plan in Florida. The team of Erin L. Deady, P. A. and Clearview Geographic has also conducted all the modeling for, and development of, the Monroe County Vulnerability Assessment (2015) and its recent update (2020). These two firms have the experience and knowledge of the requirements for an Activity 452. b Watershed Management Plan and are partners with **WSP** currently developing the Village's Vulnerability Assessment funded by a Resilient Florida grant. Erin L. Deady, P. A. has also been added to the team to assist with both the development of the Watershed Management Plan as well as support other climate and adaptation tasks the Village may require. WSP has also developed a CRS Watershed Management Plan for Cutler Bay in Miami Dade County. WSP, with Lori Lehr, CFM, also led the development of the last update to the County's Local Mitigation Strategy. WSP has also led the County and Municipalities' canal restoration efforts.

Lori Lehr is also a known educator on the CRS program throughout the state and country and is intimately familiar with the Credit Criteria under CRS Activity 452. b (per the 2017 CRS Coordinator's Manual and the 2021 Addendum to the Coordinator's Manual). As more detailed below, Lori is also familiar with the process of submitting a WMP to ISO/CRS for review.

Team's Qualifications

Lori Lehr, Inc. has spent years assisting Monroe County and Key West in their participation in the CRS program. While that experience is more expansive than this scope of services focused on the development of the Watershed Management Plan, it is useful in that coordination with ISO during the development of the Watershed Management Plan is critical to ensure the final work product will be accepted by ISO for CRS credit. Lori Lehr has those relationships with ISO (formerly working for ISO) and understands the need to have multiple coordination calls with ISO as the planning process proceeds. Additionally, WSP's experience with the development of the Local Mitigation Strategy will also serve the Village efficiently in that adoption of the WMP as an annex in the next LMS update is part of Task 2 in the Scope of Services. This experience is even more important when considering the unique geography in the Keys that significantly impacts water management and adaptation / mitigation project development (as required in the WMP) as opposed to a mainland community. Simply put, there is no other team as experienced as this team is with modeling flood risk in the Keys.

The team's qualifications due to the vast project management experience in Monroe County and its municipalities is unmatched. Work on the County's Watershed Management Plan in 2019 provides the team with a strong working knowledge regarding the state of data related to assets. Some of this data includes stormwater structures along US-1, although controlled and owned by FDOT, this data may be helpful in modeling the Village's stormwater management impacts for the CRS-required storm



and sea level rise events and projections. Additionally, modeling conducted as a part of the County's recent Vulnerability Assessment update in 2020 (countywide including the municipalities) through the Sea Level Affecting Marshes Model (SLAMM) will provide a head start (and time and efficiency for the Village) regarding open space calculations as part of the Watershed Management Planning process. WSP's significant experience with the development of the County's Local Mitigation Strategy is also important in terms of the mapping and project experience with the Village's current project priorities for hazard mitigation. WSP also already has an immense amount of data on water management, bathymetry and other related information about the Village and County, generally, that will help provide the project team with an efficiency in the data collection process. All data familiarity by the team will shorten the time needed for data collection, modeling and the project planning process making it far more efficient.

Erin L. Deady was also very engaged with the Division of Emergency Management during the development of the Watershed Planning Initiative (overall program for this grant) and is very familiar with the evolution to its current form. She authored 8 successful Watershed Planning Initiative grants (this program), 6 of which were awarded in the Keys. Erin reviewed the two Pilot WMP's developed by Florida Atlantic University and had lengthy discussion with DEM and ISO WMP reviewers about the models used in those Pilot WMP work products and their inapplicability in the Keys generally. While some of those Pilot materials are useful, Erin worked with DEM to point subrecipients to SLR-based Watershed Management Plans that have been accepted by ISO for credit as a model. The grant guidance was modified to this effect. It should be noted that only 6 WMPs have been accepted for CRS Activity 452. b credit within the state of Florida. Erin also worked with DEM to ensure that the WMP's were only required to be submitted to DEM and not actually reviewed and scored by ISO, something not achievable within the grant's timeframe. Erin's interaction with DEM and ISO on these and other finer points resulted in numerous changes to the grant program that made it far more possible to achieve the program's outcomes within a short timeframe. Erin worked with DEM to propose, and ultimately DEM accepted, the use of Resilient Florida grant funding to cover the subrecipient's 25% cost share. Given that Erin Deady, Clearview and WSP are developing the Resilient Florida Vulnerability Assessment for the Village, this will also create a significant data collection and coordination efficiency for the project.

Team's Approach

For the Watershed Master Plan, our team is differentiated both in terms of experience with this specific CRS Activity, as well as our previous work with stormwater analysis in the Keys and data within the Village. Both sets of project experience can be leveraged to expedite and add value to the Village's Watershed Master Plan. The Watershed Management Plan modeling effort for the stormwater structures will be led by WSP due to their significant knowledge of the Village's system and impacts upon it. Other modeling/mapping such as that necessary for open space calculations will be led by Clearview Geographic. Clearview will also be supplying work products as developed by the Village's Vulnerability Assessment as output is completed for use in the Watershed Management Plan effort since they are the lead on required analysis for the Vulnerability Assessment. The effort to draft the Watershed Management Plan will be led by Lori Lehr and Erin L. Deady with Lori Lehr also leading the coordination with ISO to ensure its future acceptance for CRS Activity credit.

According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision-making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise. This grant-funded deliverable will be prepared with this leading purpose, but also to provide a strong baseline for future work within the Village in terms of stormwater management concurrent with the Village's goal of developing a Stormwater Master Plan.

To receive credit for Watershed Management Plan (WMP)1, the adopted watershed plan must include the following:



(a) Evaluation of future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration's (NOAA's) "intermediate-high" projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404 of the CRS Coordinator's Manual. Future-conditions should include a projected change in land use to determine the change in runoff from current to future, fully developed conditions. Our suggestion will be to include the incremental years of 2040 and 2070 which can be exported from our work on the Vulnerability Assessment.

(b) The community must have adopted regulatory standards that require onsite management of runoff from all storms up to and including the 25-year event that receive credit under SMR in Section 452. a. The adopted regulatory standards must manage future peak flows so that they do not increase over present values. "All storms" includes at a minimum the 10-year storm in addition to the 25-year event. Management of a 2-year storm is also recommended.

Preparation of Part (a) will include future hydrologic conditions (rainfall, development and redevelopment, and groundwater increase from climate change or other conditions) as well as sea level rise. The hydrologic analysis will include existing and future conditions to determine the timing and volume of peak flows. The hydrologic analysis will allow the Village to identify the amount of retention/detention necessary to prevent runoff increases for developed areas. A large and long duration storm will also be included to allow for compliance with the language reflected in the Addendum to the CRS Coordinator's Manual (2021).

The team will generate GIS digital flooding maps for the Village using the output data from the stormwater model developed. Maps will be developed for the SLR conditions simulated. As part of the mapping, wetland areas or other natural open space areas to be preserved from development will be identified and our previous work for the County on the SLAMM habitat modeling will assist in this effort.

During the project, the team will submit preliminary data to the Village for a courtesy review to identify any areas where the project needs to focus on or modify. This may also be a point of coordination with ISO as well as the LMS Working Group.

A Watershed Management Plan report will be developed to be submitted for CRS Activity 452. b credit. Model results and generated flood maps will be part of the report. Project recommendations (i.e., mitigation options) that comply with the WMP criteria will be added to the report. For any required Village regulatory/code modifications, the team will work with Village staff to develop the revised code.

The report will include the required information for WMP1, WMP2, and WMP7, such as:

- Discussion of the model development process.
- Evaluation of future conditions for multiple storm events under 2040, 2070, and 2100 SLR (2040 and 2070 are being added to comply with the requirements of Resilient Florida and to assist the Village with a subsequent Vulnerability Assessment Update).
- Discussion of current Village regulatory standards.
- Discussion of changes to Village regulatory standards/codes required to meet WMP1, WMP2, and WMP7 criteria. This section will include the approved regulatory language.
- Description of mitigation options to minimize impacts from SLR.
- Backup data.

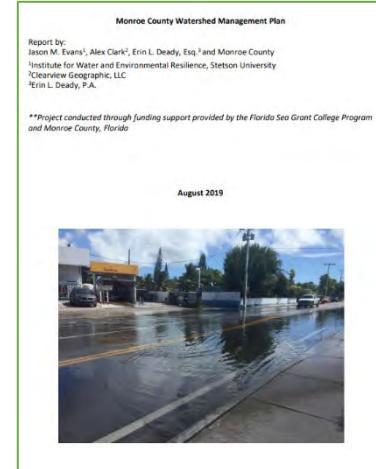


Other optional components of Watershed Management Plans per the CRS criteria will also be discussed throughout the development of the plan, for example, funding sources. Such optional components could yield a higher score for the Watershed Management Plan. The team will provide a draft report to the Village and incorporate any comments. Comments from the CRS courtesy reviews, if any, will also be incorporated.

b) Examples of Completed Similar Projects

Monroe County Watershed Management Plan (2019)

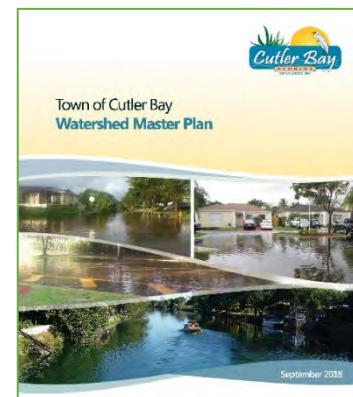
From January 25, 2017-August 6, 2019, during the work that Lori Lehr, Inc. was performing for Monroe County related to CRS Class certification, the County received a National Oceanic and Atmospheric Administration grant (written by Erin L. Deady and Dr. Jason Evans) to develop a Watershed Management Plan pursuant to Activity 452. b in the CRS program using the sea level rise criteria. A Final Watershed Management Plan was presented to the Monroe County Board of County Commissioners in 2019. The project was challenging because it was the first instance in Florida where a local government had undertaken a Watershed Management Plan under CRS utilizing new criteria related to sea level rise. There was extensive coordination with ISO/CRS led by Lori Lehr and supported by Erin Deady. The scope of the modeling that needed to occur, scenarios for sea level rise and extent of stormwater infrastructure analyzed were all points of discussion with ISO and the analysis was led by Dr. Jason Evans and Alex Zelensky. Field data was collected to resolve issues of key structures to model. Since the project was grant funded, there was no room for cost overruns and the budget was met on time for the County to incorporate the plan into its efforts to increase its Class score from a 5 to a 3, over performing on the County's original goal to secure a Class 4 rating. This was the first such project approved by ISO in the State of Florida and only the 2nd nationally to develop and receive approval for an Activity 452. b Watershed Management Plan.



Cutler Bay Watershed Master Plan, Stormwater Manual and Stormwater Regulations

WSP recently prepared a Watershed Master Plan, Stormwater Manual and Stormwater Regulations for the Town of Cutler Bay, FL. The development of the plan, manual and regulations was twofold. First, the Town did not have a stormwater manual and stormwater regulations and second, the Town did not have a CRS compliant watershed master plan which was necessary to lower their classification to 4.

The Town's new Watershed Master Plan examines and provides a comparison of pre- and post-development peak flows on the watershed level as well as the individual basin level for all undeveloped parcels one acre or larger. One acre was chosen to coincide with the minimum size parcel the Town would regulate for stormwater.



In total, the master plan provides detailed analyses for 18 sub-basins. Based on current and future land use and zoning for each parcel, WSP estimated the potential increase in impervious surface for each parcel and modeled the effect on post-development stormwater runoff. The plan also incorporates a Level of Service analysis to ensure that the Town can effectively regulate any stormwater impacts of development on each parcel. For the 25-year and 100-year storms, WSP routed post-development hydrographs through a detention basin to size an overflow structure to control post-development discharges at or below pre-development rates.



WSP also assisted the Town by drafting a stormwater ordinance. This ordinance is the first for the Town and requires that the Town manage the 25-year design storm at a minimum, requires the Town to apply these regulations to all parcels of 1 acre or larger or those with 10,000 sq. ft. of impervious surface and requires detailed inspections of all private stormwater facilities annually.

To support the Town's goal of implementing green infrastructure and Low Impact Development projects, WSP also prepared a Stormwater Manual detailing design specification for select stormwater Best Management Practices. The manual is targeted at developers to assist them in their site-design process to meet post-construction stormwater requirements.

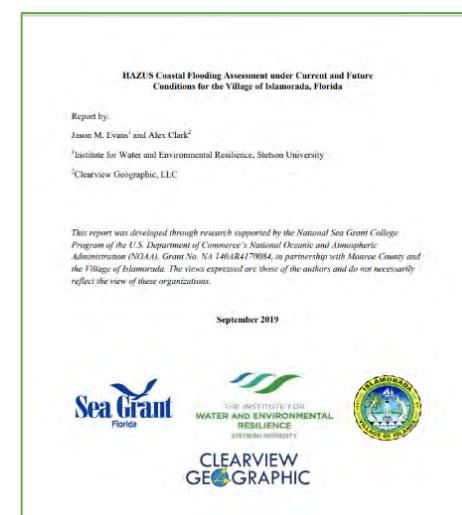
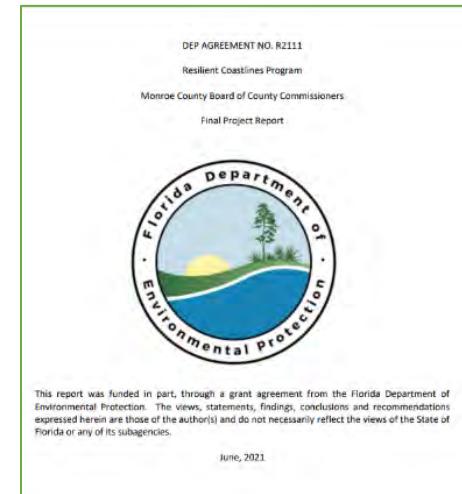
This manual sets 7 different LID techniques that can be implemented on either one of the 18 sub-basins or any parcel 1 acre or larger that is redeveloped. The Town's stormwater regulations require that a developer must implement at least one of these LID techniques before a permanent BMP can be installed on a site.

Monroe County Vulnerability Assessment and Adaptation Action Areas

In 2015, Erin L. Deady, P. A. with Dr. Jason Evans led the development of the first Sustainability Action Plan for the County, and it included an Appendix on sea level rise vulnerability. From 2020-2021, Erin L. Deady, P. A. and Clearview Geographic led the development of an update to the County's 2015 Vulnerability Assessment and developed policy language and maps for the establishment of Adaptation Action Areas (maps and Comprehensive Plan language). The work was funded by a Resilient Florida grant authored by Erin L. Deady, P. A. The work was conducted prior to the Resilient Florida program being enacted in Section 380.093, F. S. but bridged the gap between previous work conducted in 2015 and final work about to launch to bring the final work product into compliance with Section 380.093(3), F. S. vulnerability assessment criteria. The work included creating an asset inventory and modeling and mapping to support a graphical depiction of flood risk for the unincorporated County. WSP was on the project team as well to help coordinate existing data sources with that available through the canal program among other project tasks.

A HAZUS Coastal Flooding Assessment under Current and Future Conditions for the Village of Islamorada

Contemporaneous to work being conducted Erin L. Deady, P. A. and Dr. Jason Evans for Monroe County on the Watershed Management Plan, an analysis was being conducted for a similar scope related to climate vulnerability pursuant to the NOAA grant. A HAZUS Coastal Flooding Assessment under Current and Future Conditions for the Village of Islamorada was produced by Dr. Jason Evans and Alex Zelensky in September 2019. describes the results of an assessment of current and future flooding risks for public infrastructure and private property within the Village of Islamorada, Florida. The assessment utilized the Multi-Hazard Loss Estimation Methodology (HAZUS), a standardized hazards modeling software developed by Federal Emergency Management Agency tool for the purpose of estimating potential losses from disasters including earthquakes, winds, and floods. The





HAZUS coastal flood model was run for several scenarios to develop multiple estimates of potential losses in the Village of Islamorada for a 100-year storm surge event. These scenarios included a “base case” storm surge under current sea level conditions and multiple scenarios simulating how losses for a similar storm surge event would be exacerbated by projected increments of future sea-level rise. Damage assessments for public infrastructure were developed using precise building footprint location data and, where available, finished floor elevation data from Elevation Certificate surveys.

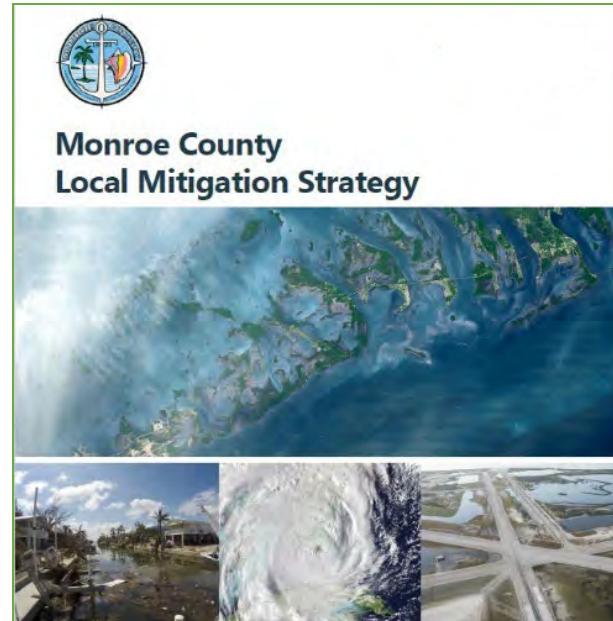
Monroe County Multi-Jurisdictional Local Mitigation Strategy Update

WSP worked with Monroe County, Florida to complete the 2020 update of the County’s Multi-Jurisdictional Local Mitigation Strategy (LMS). The plan has been developed to meet DMA local mitigation planning requirements, FDEM additional review requirements, and the more robust 10-Step planning process of the National Flood Insurance Program’s Community Rating System (CRS). This approach means that the LMS will maximize credit under Activity 510 Floodplain Management Planning of the CRS program, which helps the CRS participant communities to maintain and/or achieve greater CRS Class ratings, which provides flood insurance premium reductions to all policyholders in those communities.

The LMS includes all relevant natural and technological or human- caused hazards from the State Hazard Mitigation Plan and the previous local mitigation strategy. The LMS focuses on the unique geographic nature of Monroe County that makes it particularly susceptible to coastal hazards such as hurricanes, storm surge, flooding, and sea level rise.

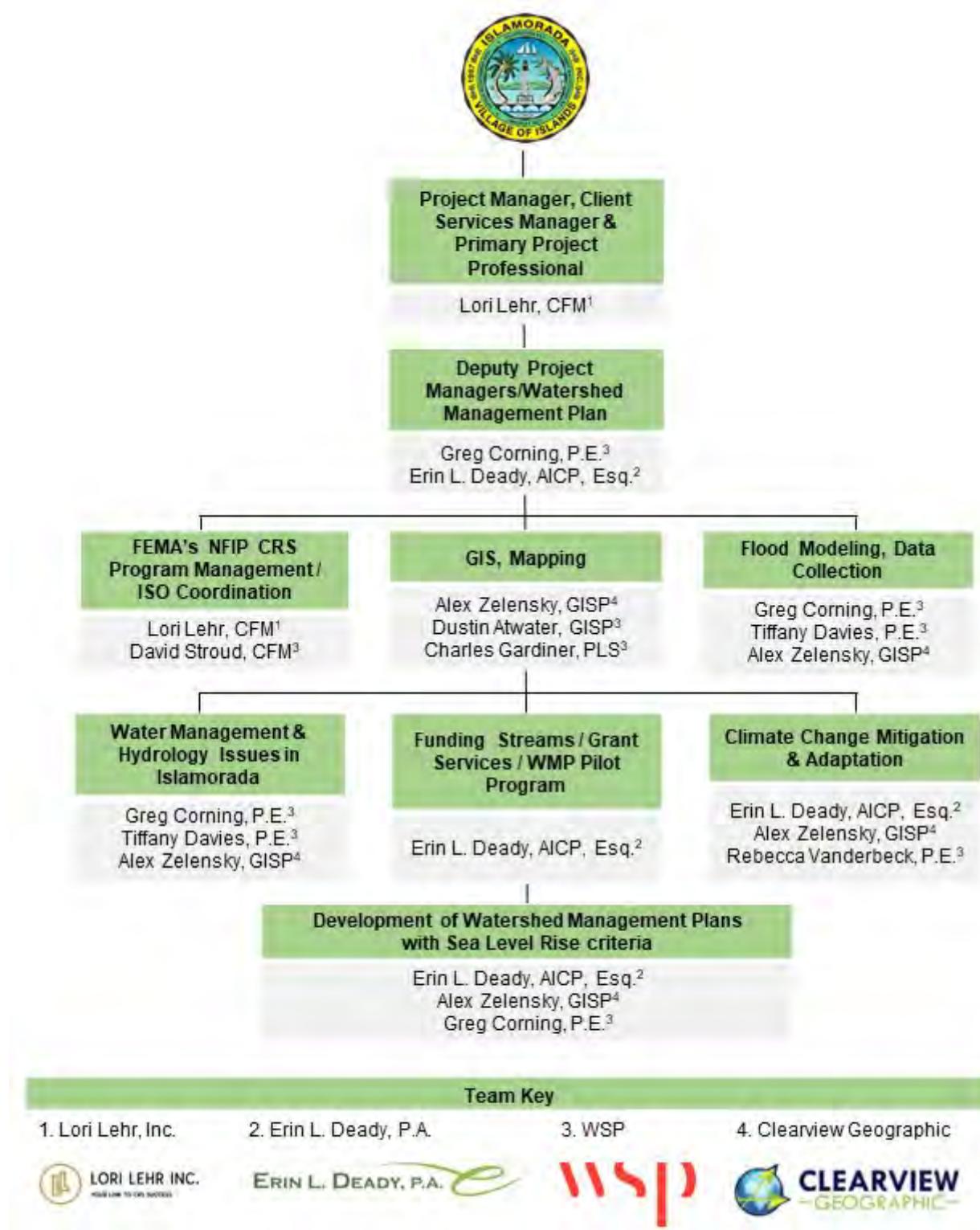
To support improved communication across the committee and increase public outreach opportunities, WSP developed a plan website containing a variety of information and tools to support the planning process, including:

- Descriptions of identified hazards for public education
- Access to a public survey for public and stakeholder input
- Presentations, agendas, minutes from committee and public meetings
- Draft plan sections and documents for committee and public review
- Resources to support the plan development, such as the FEMA Mitigation Ideas publication
- Ability to submit comments to the WSP Team





c) Project Team Organizational Chart





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Tab 4 Project Staffing



Tab 4 Project Staffing



Tab 4: Project Staffing

Firm Name	Personnel	Yrs of Exp.	Qualifications
Lori Lehr, Inc.	Lori Lehr, CFM	25	<ul style="list-style-type: none">Florida Floodplain Managers Association Community Rating System/Insurance Committee ChairNational Trainer for the Community Rating System
WSP	Gregory Corning, PE	18	<ul style="list-style-type: none">Professional Engineer, Florida No. 79293
WSP	David A. Stroud, CFM	32	<ul style="list-style-type: none">Certified Floodplain Manager, NC, US-00-00065
WSP	Dustin Atwater, GISP	20	<ul style="list-style-type: none">Geographic Information Systems Professional No. 91642FDEP Stormwater Erosion and Sedimentation Control Inspector, Florida No. 25050
WSP	Charles B. Gardiner, PLS, CFEDS	41	<ul style="list-style-type: none">Professional Land Surveyor, Florida No. LS5046
WSP	Tiffany Davies, PE	20	<ul style="list-style-type: none">Professional Engineer, Florida No. 68370
WSP	Rebecca Vanderbeck, PE	22	<ul style="list-style-type: none">Professional Engineer, Florida No. 64804
Erin L. Deady, P. A.	Erin L. Deady, Esquire, AICP	28	<ul style="list-style-type: none">Florida Bar No. 367310AICP, American Institute of Certified Planners
Clearview Geographic	Alex Zelenski, GISP	9	<ul style="list-style-type: none">GISCI, Geographic Information Systems Professional
Clearview Geographic	Jason Evans, Ph. D.	13	<ul style="list-style-type: none">Ph. D. Interdisciplinary Ecology, with Area of Concentration in Environmental Engineering Sciences
Clearview Geographic	Austin Gootee	4	<ul style="list-style-type: none">B. B. A. Business Systems and Analytics – Stetson University, 2020



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Tab 5 Contractor References





Tab 5: Contractor References

	Reference 1	Reference 2	Reference 3
<i>Name of Agency</i>	Monroe County	Monroe County	Monroe County
<i>Agency Contact</i>	Christine Hurley	Jeff Manning	Rhonda Haag
<i>Contact Telephone</i>	(305) 295-5180	(305) 289-6325	(305) 395-9928
<i>Email Address</i>	hurley-christine @monroecounty-fl.gov	manning-jeff @monroecountyfl. gov	Haag-Rhonda @MonroeCounty-FL. Gov
<i>Name of Project</i>	Monroe County CRS Implementation	Multi-Jurisdictional Local Mitigation Strategy Update	Monroe County Watershed Management Plan for CRS
<i>Project Description</i>	Assisted the County with implementing programs and policies necessary to join the CRS program in 2016 as a CRS Class 6. Continued to work with the County to achieve a CRS Class 3 in 2022. Projects were implemented in nearly every Activity in the CRS program including a Program for Public Information, Local Mitigation Strategy, Repetitive Loss Analysis, Watershed Management Planning, Drainage Maintenance program, and Emergency Management outreach.	WSP worked with Monroe County, Florida to complete the 2020 update of the County's Multi-Jurisdictional Local Mitigation Strategy (LMS). The plan was developed to meet DMA local mitigation planning requirements, FDEM additional review requirements, and the more robust 10-Step planning process of the National Flood Insurance Program's Community Rating System (CRS). This approach means that the LMS will maximize credit under Activity 510 Floodplain Management Planning of the CRS program, which helps the CRS participant communities to maintain and/or achieve greater CRS Class ratings, which provides flood insurance premium reductions to all policyholders in those communities.	Under a Federal NOAA Grant, Erin L. Deady, P. A. developed a Watershed Management Plan complying with all CRS criteria. Lori Lehr, Inc. assisted with drafting the Watershed Management Plan and led all discussions with ISO on its scope to ensure that it will be accepted in compliance with the requirements of the CRS Coordinator's Manual. Technical work (including field work) included the development of stormwater structure elevation data and modeling under various flooding and sea level rise scenarios. The Watershed Management Plan was part of a multi-prong strategy led by Lori Lehr, Inc. to move the County from a 5 to 4 Class Rating. The County collected more points than anticipated and ultimately received



	Reference 1	Reference 2	Reference 3
			a Class 3 CRS designation with the Watershed Management Plan as part of that effort.
<i>Project Address/Location</i>	Monroe County Murray Nelson Government Center 102050 Overseas Highway Key Largo, FL 33037	Monroe County 405 N Roosevelt Blvd. Key West, FL, 33040	Monroe County Murray Nelson Government Center 102050 Overseas Highway Key Largo, FL 33037
<i>Project Start Date</i>	February 5, 2016	November 2019	January 25, 2017
<i>Project Completion Date</i>	Ongoing	May 2021	August 6, 2019





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Tab 6 Cost Proposal

Tab 6 Cost Proposal





Tab 6: Cost Proposal

The goal of FEMA's CRS program is to assess the flood risk of a community using best available tools, data, and methodologies. This includes capturing multiple types of weather-related scenarios to project and model how various flood risks will affect the community. This project approach document outlines a methodology for the creation of a CRS program compliant watershed management plan.

Some of this work will be completed in conjunction with the Village's Vulnerability Assessment and has already been included within the Monroe County Vulnerability Assessment conducted in 2021 (such as the SLAMM modeling related to habitat). The Vulnerability Assessment for the Resilient Florida program align with further data collection and modeling needed to complete a CRS-compliant Watershed Management Plan. Therefore, this Watershed Management Plan project proposal aligns those efforts as well.

CRS Compliant Watershed Management Plan

To create a CRS compliant Watershed Management Plan in concert with the Village's climate resilience planning effort, the following requirements must be met or exceeded by the proposed modeling approach. Modeling discussed below must be included in the final project report.

- Evaluate impact of future conditions for watershed(s) that drain into the community for multiple storm events (see storm events below) and identify natural drainage system and constructed channels
- Evaluate the future conditions, including NOAA's intermediate-high sea level rise projection for the year 2100 on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404.
- Evaluate future conditions and long-duration storms, including the impacts of sea level rise and climate change
- Identify wetlands and natural areas and address the protection of natural channels
- Other items for additional credit in watershed management plans as feasible

WMP credit: 90 points (before the impact adjustment) for meeting all credit criteria for WMP must be received – must be received to receive credit for any other items.

Storm events and durations table

Duration (rainfall)	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500 ¹	1000
60-min		X ³		X ³	X ³	X ³	X ³		X ³	
24-hr		X ³		X ^{1 & 2}	X ²	X ^{1 & 2}	X ^{1 & 2}		X ³	
3-day		X ³		X ³	X ³	X ³	X ³		X ³	

X¹ – Required for Section 380.093, F. S. compliance

X² – Required for CRS WMP compliance

X³ – Recommended for 380.093, F. S. & CRS WMP standard exceedance

Exhibit "1" to the RFP, *Attachment A [of Grant as Amended for RFP Exhibit] Watershed Master Planning Initiative Islamorada Watershed Management Plan Scope of Work and Budget*, includes two key Tasks:

1. Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft



WMP

- a. Task 1. 1: Data collection for structures
- b. Tasks 1. 2 and 1. 3: Preliminary Flood Modeling and Project Plan

2. Task 2 – Revise Draft WMP and Submit Completed WMP

The team is providing the following Cost Proposal to further detail the budgetary breakdown and better capture the team's approach to the scope of services.

CRS Watershed Management Plan Budgeted Tasks	Total
Task 1: Field work and data collection for structures	\$6500
Task 1: Data request to Village	\$3500
Task 1: Identification of wetlands and natural areas, natural drainage systems and man-made channeling	\$3500
Task 2: Preliminary Scope of Work- Gap Analysis and Model Approach Memorandum	\$9000
Task 3: Crosswalk previous Village datasets and work with new data including the County's 2021 Vulnerability Assessment, updated structure information, coordination on Countywide Roads and Stormwater Plan and other Vulnerability Assessment process	\$10,500
Task 4: Preprocessing for Structure Impact Modeling	\$10,500
Task 4: Impact Modeling	\$80,970
Task 5: Coordination with ISO on Model Parameters and WMP Discussion	\$12,000
Task 5: Project Management and Coordination	\$15,875
Task 6: Watershed Management Plan Document Development (including layout and graphics)	\$44,000
Task 6: Identification of areas of special concern (Priority Planning Areas) + Corresponding policy review	\$11,000
Task 6: Development of mitigation strategies for minimizing or mitigating flood risk in areas of special concern + implementation / funding	\$13,000
Task 7: Coordination on document adoption as annex to LMS	\$4,000
Task 7: Presentation to Village Council	\$7,000
Task 7: Story Map with Watershed Management Plan information	\$8,750

Total: \$240,095

- This cost proposal remains in effect for ninety (90) days
- The 75% federal share of the award = \$180,071. 25 and the Village's share = 25% or \$60,023. 75



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Tab 7 Timeline

Tab 7 Timeline





Tab 7: Timeline

Project Major Tasks	Quarter 1 (Feb. – April)	Quarter 2 (May – July)	Quarter 3 (Aug. – Oct.)	Quarter 4 (Nov. – Jan.)
Data Collection for structures				
Preliminary Flood Modeling				
Project Plan				
Revise Draft WMP and Submit Completed WMP				

The team will submit all deliverables for each task to the Village's Grant Manager on or before the Task Due Date listed in the Project Timeline. According to Exhibit "1", the project will be completed no later than 12 months after the beginning of the Period of Performance. The performance period of the Grant Agreement ends on September 30, 2023, according to the current Grant Agreement. The Village acknowledged that all activities to complete the WMP cannot be achieved by that date in its back up to the Resolution approving the subaward and Grant Agreement with FDEM.

Please note that the team is aware that the State of Florida has requested an extension on the use of the federal HMGP funds (DR-4337-004-P) that may impact the timeline. The Federally funded Subaward and Grant Agreement (the "Grant Agreement") was transmitted for approval and execution on October 18, 2022, with direction that the Agreement must be fully executed by both parties within sixty (60) days which occurred at the November 17, 2022 Village Council meeting.





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Tab 8 Insurance



Tab 8 Insurance



Tab 8: Insurance

Upon selection Lori Lehr, Inc. will provide all necessary insurance coverage as indicated in the RFQ. within fifteen (15) days after award of contract The firm will provide certificates of insurance with the Village Council listed as additional insured. The policies will 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.





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Tab 9 State and Local Authorization to Transact Business



Tab 9 State and Local
Authorization to Transact
Business



Tab 9: State and Local Authorization to Transact Business

State of Florida Department of State

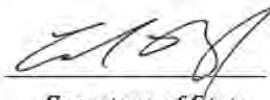
I certify from the records of this office that LORI LEHR, INC. is a corporation organized under the laws of the State of Florida, filed on February 8, 2016, effective February 8, 2016.

The document number of this corporation is P16000012916.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023*



Lori Lehr
Secretary of State

Tracking Number: 1676729250CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
280.000111 PUBLIC SERVICE

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO.
52932
RENEWAL

1 Employees Receipt Fee 22.00
Hazardous Waste Surcharge 0.00
Law Library Fee 0.00

BUSINESS Lori Lehr Inc.
3441 PITTMAN ROAD
DOVER, FL 33527

NAME Lori Lehr Inc.
C/O: Lori Lehr
MAILING 3441 PITTMAN ROAD
ADDRESS DOVER, FL 33527

2022 - 2023

Paid 21-0-503707
07/14/2022 22.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida

Woman Business Certification

Lori Lehr Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/04/2021 to 10/04/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



**ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS**

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Lori L. Lehr, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-01-00426, ISSUED 11/30/2001. THIS
CERTIFICATE SHALL EXPIRE 1/31/2024, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

Roger A. Lindsey

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

Chad M. Berginnis

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM





LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Tab 10 Contract Terms





Tab 10: Contract Terms

SUSPENSION AND DEBARMENT

Sign and Submit

12. SUSPENSION AND DEBARMENT

(1) the Agreement 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.

Lori Lehr
Signature of Authorized Certifying Official

Lori Lehr, President
Name and Title of Authorized Certifying Official

1/15/2023
Date



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

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

Name and Title of Authorized Certifying Official

Date



ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS PROPOSAL COMPONENT

entity, contractor, or any other party pertaining to any matter resulting from the contract.

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 the Agreement.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Request for Proposals
WATERSHED MANAGEMENT PLAN
RFP 22-15
Page 22 of 22

Lori Lehr, Inc.
901 Walden Pond Drive,
Plant City, Florida, 33563



Exhibit "B"

PROJECT TIMELINE



Tab 7: Timeline

Project Major Tasks	Quarter 1 (Feb. – April)	Quarter 2 (May – July)	Quarter 3 (Aug. – Oct.)	Quarter 4 (Nov. – Jan.)
Data Collection for structures				
Preliminary Flood Modeling				
Project Plan				
Revise Draft WMP and Submit Completed WMP				

The team will submit all deliverables for each task to the Village's Grant Manager on or before the Task Due Date listed in the Project Timeline. According to Exhibit "1", the project will be completed no later than 12 months after the beginning of the Period of Performance. The performance period of the Grant Agreement ends on September 30, 2023, according to the current Grant Agreement. The Village acknowledged that all activities to complete the WMP cannot be achieved by that date in its back up to the Resolution approving the subaward and Grant Agreement with FDEM.

Please note that the team is aware that the State of Florida has requested an extension on the use of the federal HMGP funds (DR-4337-004-P) that may impact the timeline. The Federally funded Subaward and Grant Agreement (the "Grant Agreement") was transmitted for approval and execution on October 18, 2022, with direction that the Agreement must be fully executed by both parties within sixty (60) days which occurred at the November 17, 2022 Village Council meeting.

