



Consultant Work Order Proposal

August 6, 2024

Dulce Pantaleon
Sustainability Manager, City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Re: Project Name: Energy Efficiency & Conservation Block Grant Assistance Services

Dear Ms. Pantaleon

It is with great pleasure, EXP US Services (“EXP”) has submitted this letter agreement (“Agreement”) to the City of Doral (“Client/City”) for professional services to assist the City with applying for funding under the U.S. Department of Energy’s (DOE) Energy Efficiency and Conservation Block Grant (ECCBG) program. The proposed services will be provided in accordance with the terms and conditions set forth herein.

I. Background

EXP understands that the City received a formula allocation of \$140,950 under the ECCBG program, Furthermore, we understand the City is seeking assistance to prepare and submit a voucher application to receive allocated EECBG funds per DOE’s October 31, 2024, application deadline for Local Governments. The tasks, approach and fees outlined below represent our best understanding of the City’s needs for the

II. Scope of Work

For the Project described above, EXP shall provide the following professional services:

TASK 1 – INITIAL DOCUMENT, DATA, PLAN REVIEW

EXP will conduct a thorough review of all existing documents relevant to the City’s EECBG formula allocation; existing relevant plans, policies, potential projects for alignment with EECBG program and to identify any key data and information gaps; and, site/project location visit(s) as needed to further our understanding of the City’s needs in preparation for the EECBG funding application.



Task 1 Deliverables:

EXP shall provide a short Technical Memorandum to summarize the findings of the work performed under this task, and that identifies any critical data/information gaps needed for the application – and proposed measures to rectify them.

Assumptions for Task 1:

- Sufficient existing information already exists with regards to both EECBG requirements (Pre-Award Information Sheet etc.) and project/program plans applicable to use of EECBG funding to minimize the effort needed to develop the aforementioned.
- EXP will leverage its existing knowledge of the City’s sustainability programs and projects, including the Citywide Integrated Sustainability Plan (being developed by EXP), to minimize the effort needed to develop the aforementioned.

TASK 2 – EECBG VOUCHER APPLICATION DEVELOPMENT

EXP shall provide EECBG voucher application development services including assistance project review, data gathering, desktop reviews, narratives development, and coordination to further all required materials for the development. Specifically, application development may include, but not be limited to the following components:

- Review EECBG Program Blueprints and key activities for applicability to the City’s goals and priorities for the application.
- Prepare/review Energy Efficiency and Conservation Strategy required with voucher application.
- Identify final project(s) and work with the City to collect information and materials needed to prepare full draft of EECBG voucher application for equipment rebates and/or technical assistance as required. Following this, EXP will perform a quality review of the consolidated draft application materials to ensure the City’s satisfaction with the contents and obtain comments/edits as needed.
- EXP will perform up to two rounds of revisions to address City comments and edits.
- Assist in the submittal of final EECBG voucher application via the EECBG Program Voucher Application Portal.
- Typically, federal funding agencies will respond to a submitted application with RFIs prior to final approval. EXP will work with the City on an as-needed basis to compile and submit comprehensive responses to these RFIs.

Task 2 Deliverables:

EXP shall assemble and prepare a draft and final offline (via Word, PDF etc.) copy of an EECBG voucher application inclusive all supporting documentation as required by the EECBG program.

Assumptions for Task 2:

- The City will lead coordination for collecting required materials, data and information needed for the application – and be assisted by EXP in materials assembly, compliance review and alignment, and strategic direction.

- The City will be responsible for taking the information from the draft and final application copies prepared by EXP, and submitting the application directly on the EECBG Program Voucher Application Portal.
- The services proposed for this task assume an EECBG voucher application only, and not a traditional grant application.
- The services proposed for this task do not include grant management services such as any assistance with the City's grant monitoring, reporting, auditing and closeout requirements with the DOE.
- EXP assumes assisting in a maximum of three (3) RFI responses for the DOE.

TASK 3 – PROJECT MANAGEMENT

EXP shall provide the following services throughout the duration of the project:

- Coordination between EXP Project Team and City Project Team
- Management of project schedule and budget for the expected four-month duration of the project.
- Meeting coordination for one (1) project kickoff meeting, one (1) Environmental Advisory Board meeting (as needed) and one (1) City Council meeting (as needed), up to ten (10) bi-weekly progress meetings/other meetings, as needed.
- Preparation and distribution of meeting agendas, support materials and minutes in appropriate formats.
- Preparation and submittal of monthly progress reports and invoices.

Task 3 Deliverables:

Meetings and meeting materials; monthly progress reports and invoices.

Assumptions for Task 3:

- EXP assumes a NTP date no later than July 1, 2024.
- The project kickoff meeting will be conducted virtually (via Teams, Zoom, WebEx etc.) for an expected duration of two (2) hours. EXP shall provide up to two (2) staff for virtual participation in the project kickoff meeting.
- EXP shall provide one (1) staff for in-person participation at one (1) Environmental Advisory Board meeting, and one (1) City Council meeting.
- Bi-weekly progress meetings will be conducted virtually (via Teams, Zoom, WebEx etc.) for an expected duration of one (1) hour each. EXP will provide up to two (2) staff for virtual participation in the bi-weekly progress meetings.

III. Schedule

EXP will perform the services outlined upon written authorization by the City. A detailed schedule including task milestones will be provided at our project kick-off meeting. EXP anticipates project completion within four (4) months from NTP. The actual project schedule will be dependent on City's availability to participate in their roles outlined in the scope of work:

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery (Cumulative weeks or calendar days)
1	Initial Document, Data, Plan Review	2 weeks	NTP + 2 weeks
2	ECCBG Voucher Application Development	12 weeks + 2 weeks for RFIs	NTP + 16 weeks
3	Project Management	16 weeks	NTP + 16 weeks

Deliverables will be for each property (HAC North and HAC South).

IV. Compensation

Consultant shall perform the Work detailed in this Proposal for a total lump sum of ten thousand dollars (**\$ 20,000**). The Consultant will be paid based on the fee basis as shown in the table below. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, such as costs associated with attending in-person meetings, which shall not exceed five-hundred dollars (\$500.00). Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity.

Schedule of Deliverables			
No.	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1	Initial Document, Data, Plan Review	\$ 2,000.00	Lump Sum
2	ECCBG Voucher Application Development	\$ 13,500.00	Lump Sum
3	Project Management	\$ 4,000.00	Lump Sum
Subtotal		\$ 19,500.00	Lump Sum
Reimbursable Expense Allowance		\$ 500.00	Not to exceed
Total		\$ 20,000	

V. Project Manager

The Consultant's Project Manager for this Work Order assignment will be **Ajani Stewart, CFM**. Mr. Stewart has significant experience with federal grant programs including previously managing ECCBG grants and funded projects for the City of Miami.

Proposal Submitted by:

EXP U.S. Services, Inc.

Signature

Carmen Olazabal, PE
Project Officer, Director Sustainability & Resilience

August 6, 2024
Date

Contract Approval:

City of Doral

Signature

Name (Printed)

Title

Work Order No.: 1

The Client may at its sole discretion approve this Work Order Proposal by signing above.

THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated August 6, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

- 1. GENERAL.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client"), the professional design services identified in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre-printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.
- 2. EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.
- 3. CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, existing as-builts, existing engineering plans, existing permit documents, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.
- 4. CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Client's independent consultants.
- 5. OPINIONS OF PROBABLE COST.** EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.
- 6. CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:

 - 6.1. On-Site Observations.** EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated August 6, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;

- 6.2. Full-Time On-Site Representative (Project Representative). The duties, responsibilities and limitations of authority of EXP's full-time on-site Project Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;
- 6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract

Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

- 6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;
- 6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.
7. **ADDITIONAL SERVICES**. Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re-mobilization fee compensated as Additional Services.
8. **COMPENSATION AND PAYMENT**. Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated August 6, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

- 9. OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication, etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the

terms and restriction of usage. Client shall have the non-exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

- 10. INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all losses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project-Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.
- 11. DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated August 6, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

12. ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.

Client is hereby notified that asbestos is prevalent in buildings constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services, Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

13. "ADA" COMPLIANCE. For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ("ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design

documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

14. COMPLIANCE WITH CODES. EXP's design shall conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

15. LIMITATION OF LIABILITY. Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims') arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof

TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to RedGuard Diversified Structures ("Client") and dated August 6, 2024 (the "Agreement")
for the project "Andalusia Alabama Storm Shelter" (the "Project")*

which are determined by a court to arise from the negligence of EXP. IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two years after substantial completion of the Project.

16. SOFTWARE WARRANTY. EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall

either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

17. APPLICABLE LAW. The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Florida

18. TERMINATION OR CANCELLATION. This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.