

WORWORK ORDER No. 3 FOR PROFESSIONAL SERVICES

TO: EXP US Services, Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
(305) 216 3790

DATE: August 26, 2024

The City of Doral authorizes the firm of EXP US Services, Inc. to provide professional engineering services for the service identified for the project entitled "Energy Efficiency & Conservation Block Grant Assistance Services," as per attached scope of work dated 08/20/2024. Where EXP US Services, Inc. is a prequalified provider of professional engineering services selected by Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in March 2024 through Resolution 24-54, the work should be performed by the contract provisions contained in the Continuing Professional Services Agreement between EXP US Services, Inc. and the City of Doral dated February 2, 2024, and the attached Proposal dated 08/20/2024, and submitted by your firm for the above-referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from EXP US Services Inc., dated 08/20/2024, to provide the services identified for the project entitled "Energy Efficiency & Conservation Block Grant Assistance Services,". The schedule requires the scope of work to be completed within 6 months after the Notice to Proceed is provided. All time limitations set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a lump sum basis not to exceed the amount of \$20,000.00

You are required by the Continuing Service Agreement to begin work after the execution of this Work Order, or as directed otherwise. If you fail to begin work after the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.

The Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated January 4, 2021, between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. The Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONSULTANT: EXP US Services Inc.

WITNESSES:

SEAL:

BY: *Kyle Henry*
NAME: Kyle Henry
TITLE: Vice President

1. *R. Valdes*
2. *Connie Diaz*



OWNER: City of Doral

AUTHENTICATION:

BY: *Rey Valdes*
NAME: Rey Valdes
TITLE: City Manager

BY: *Connie Diaz*
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

BY: *Gastesi, Lopez and Mestre*
NAME: Gastesi, Lopez and Mestre, PLLC
TITLE: City Attorney

RESOLUTION No. 24-189

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER WITH EXP U.S. SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$20,000.00 TO PREPARE AN APPLICATION FOR THE CITY OF DORAL, AND SUBMIT A VOUCHER APPLICATION TO THE U.S. DEPARTMENT OF ENERGY (DOE) ENERGY AND EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM TO IMPLEMENT ENERGY EFFICIENCY IMPROVEMENTS AT THE DORAL GOVERNMENT CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral was awarded by formula \$140,950.00 by the Department of Energy (DOE) Energy and Efficiency and Conservation Block Grant (EECBG) program; and

WHEREAS, the purpose of the program is to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and

WHEREAS, in September 2023, the University of Miami (UM), Department of Industrial Engineering, College of Engineering, Industrial Assessment Center and Data Analytics Lab conducted a four-week audit at the Government Center and the final report identified and recommended opportunities to conserve energy, minimize waste, and reduce the overall energy cost of the facility; and

WHEREAS, based on the recommendations of the energy audit conducted in September 2023 by UM, the Public Works Department (PWD) requested a proposal from EXP U.S Services Inc. to assist in the preparation of an application to access non-competitive grant funding to implement the energy audit report recommendations; and

WHEREAS, EXP U.S Services, Inc. is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in March 2024 via Resolution 24-74; and

WHEREAS, the PWD respectfully requests authorization from the Mayor and the City Councilmember to authorize the City Manager to execute Work Order No. 2 enclosed as part of "Exhibit A" for EXP U.S Services, Inc. to provide professional grant writing services associated with the U.S. Department of Energy's (DOE) Energy and Efficiency and Conservation Block (EECBG) Program; and

WHEREAS, funding for this request is available in the Public Works Department, "Professional Services" Account, Account No. 001.80005.500310

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. Work Order No. 2 between the City of Doral and EXP U.S Services, Inc. for grant writing professional service hours associated with the U.S. Department of Energy's (DOE) Energy and Efficiency and Conservation Block (EECBG) Program, a copy which is attached hereto as Exhibit "A", in an amount not to exceed \$20,000.00, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby

authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption.

The motion was seconded by Vice Mayor Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 14 day of August, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY

EXHIBIT “A”



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 guaranteed 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

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- 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

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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

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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

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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.



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Public Works 

Delivered by: Diana Arenas
Name

Date of Transmittal: 04/25/2023

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Deed |
| <input type="checkbox"/> Renewal Letter | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Work Order | <input type="checkbox"/> Trespass Affidavit |
| <input type="checkbox"/> Special Magistrate Order | <input checked="" type="checkbox"/> Other: |
| <input type="checkbox"/> Vehicle Title | <u>SCEP - Program Pre-Award sheet</u> |

Is this to be recorded with Miami-Dade County Yes No

Is this record: Capital Improvement Non-Capital Improvement

Contract / Agreement Termination Date: _____

Description of Record Copy: Energy Efficiency Conservation Block Grant
pre-award information sheet.

Approved by Council: Yes No Council Meeting Date: _____
(Provide Resolution / Ordinance / Minutes attached when applicable)

Non-Council Item: _____
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds: Yes No Account No.: _____ FY: _____

City Attorney's Office Use Only

Approved: _____

City Clerk's Office Use Only

Received: _____



EECBG PROGRAM PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit this form to the EECBG Program Inbox: eecbg@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	City of Doral	Award Number:	
UEI:	ZZNWTPMDHLA9	DUNS (if applicable):	
Business Officer:	Carlos Arroyo / Dulce Pantaleon	BO Phone Number/Email:	305.593.6740
Principal Investigator (PI):	Barbara Hernandez	PI Phone Number/Email:	305.593.6725

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	8401 NW 53rd Street
City:	Doral
State:	Florida
Zip:	33166
Congressional District(s):	26th District

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) [response to this question is non-binding]

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES (*All recipients*)

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
 Yes
 No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
 Yes
 No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
 Yes
 No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
 Yes
 No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
 Yes
 No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

Yes

No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

Yes

No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).

C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

****Recipients choosing a voucher may skip to Section 8****

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

1) ASAP Number: 2) ASAP/Payments Contact Person: 3) The preferred payment method is:
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³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. Yes No

b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact: _____

Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: _____

Point of Contact: _____

Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

	<u>Yes</u>	<u>No</u>	<u>NA</u>
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Identification and accumulation of direct costs by project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Accumulation of costs under general ledger control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A timekeeping system that identifies employees’ labor by intermediate and final cost objective (i.e., project level, division level).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is the Accounting System currently in full operation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization’s authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.


- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Carlos Arroyo

Title: Public Works Director

Signature of Authorized Official: 

Date: 04/25/2023

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Barbara Hernandez

Title:

City Manager

Signature of Principal
Investigator:

B.H.

Date:

04/25/2023.

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "[Pre-award Accounting System Adequacy Checklist](#)" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following **ANNUAL** responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. **Due Date:** 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.



Consultant Work Order Proposal

August 29, 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 ECCBG 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 ECCBG formula allocation; existing relevant plans, policies, potential projects for alignment with ECCBG 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 ECCBG 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 29, 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 29, 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 guaranteed 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

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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

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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

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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

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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.