



**A PROFESSIONAL SERVICES AGREEMENT FOR 3D DIGITAL TWIN MODEL
SERVICES BETWEEN
THE CITY OF DORAL
AND
XYGO USA, INC.**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between XYGO USA INC. a for profit corporation organized and existing under the laws of the State of Florida, having its principal office at Av La Dehesa 1201 Oficina 823 Torre Oriente Santiago Region Metropolitana 7690277 Chile with a local address of 10770 NW 66 Street Suite 303 Doral Fla. 33178 (hereinafter referred to as the "CONTRA TOR") and the City of Doral, a political subdivision of the State of Florida having its principal office at 8401 NW 53rd Terrace, Doral Florida 33166 (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the CITY staff has recommended to enter into a one (1) year pilot agreement with XYGO, USA Inc. for the creation of a 3d Digital Twin model of the CITY's rights-of-way which will allow the Public Works Department to digitally identify, analyze and manage right-of-way anomalies; and

WHEREAS, the Manager has determined that it is in the best interest of the CITY to obtain the 3D Digital Twin Model Services from XYGO USA Inc., which Services cannot be acquired through the normal procurement process due to the nature of the services; and

WHEREAS pursuant to Section 2-321 of the Code of Ordinances of the City of Doral the City Council. may by majority vote, waive the CITY's competitive bidding process based upon the City manager's recommendation as described above; and

WHEREAS, on _____ the City Council, by majority vote, approved the waiving of the CITY's competitive bidding process as reflected by Resolution No. _____ and approving the issuance of an agreement to XYGO USA, Inc. for a contractual period of _____ to provide 3D Digital Twin Model Services.

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing 'Whereas clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONTRACTOR are attached hereto made a part hereof and consist of the following:

- A. This Agreement; and
- B. CONTRACTOR's Commercial Proposal for Inspector 3D Services, dated (hereinafter referred to as (Proposal ')), attached hereto as 'Exhibit A'.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE in consideration of the mutual covenants' terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM & SERVICES.

- 1.1 This Agreement shall commence upon the date the last party duly executes this Agreement and shall remain in effect for a period of _____.
- 1.2 The CONTRACTOR shall provide the services as described in the proposal to the CITY.
- 1.3 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records (including record or data maintained in electronic form), chart and other documents related to the work performed under this Agreement, whether finished or not shall be turned over to the within ten (10) days.
- 1.4 If a Party fails to fulfill its responsibilities and duties under this Agreement in a timely manner or otherwise violates or defaults upon, any of the covenants agreements or stipulations material to this Agreement the non-defaulting Party shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days the non-defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination. the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and term arising out of, or by virtue of the Agreement except as otherwise stated in this Agreement.

- 1.5 Loss of Funding: The Agreement shall remain in full force and effect only as long as funding for the services provided for in the Agreement has been appropriated by the City of Doral City Council in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. COMPENSATION

- 2.1 The CITY shall compensate the CONTRACTOR for the services performed under this Agreement in accordance with Section 7.1 of the Proposal.

SECTION 3. NOTICE.

- 3.1 Whenever any party desires to give notice unto any other party it must be given by written notice, sent by certified United States mail with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party at the places last specified and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic mean (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present CONSULTANT and the CITY designate the following as the respective places for giving such notice:

For the CITY: Zeida Sardinas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

With a Copy to: Lorenzo Cobiella, City Attorney
Gastesi, Lopez, Mestre & Cobiella, PLLC
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

CONTRACTOR: Alfredo Acobar
President
XYGO USA, INC.
10770 NW 66th Street, Suite 303
Doral, FL 33178

With a Copy to: Paola Viot
City of Doral, FL
Contracts Administration
3403 NW 82nd Avenue, Suite 340
Doral, FL 33122

SECTION 4. MODIFICATION.

- 4.1 The covenants terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties and executed in the same formality as this Agreement. In the event of a conflict between the covenants terms and/or provisions of this Agreement and any written Amendment(s) hereto the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

- 5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others unless otherwise specified in this Agreement. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes the nature of the work. The CONTRACTOR shall have no power to obligate the CITY.

SECTION 6. INDEMNIFICATION.

- 6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees from liabilities damages, losses, and costs, including, but not limited to reasonable attorneys' fees including those fees and costs associated with a trial and any subsequent appeals, to the extent caused by the negligence recklessness or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.
- 6.2 Nothing contained in this Agreement shall be construed as a waiver of the CITY' rights privileges immunities and or limitations a provided in Section 768.28 Florida Statutes.

SECTION 7. GOVERNING LAW.

- 7.1 This Agreement will be governed by the laws of the State of Florida. Any claim objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

- 8.1 With respect to all matters covered by this Agreement records will be made available for examination audit inspection or copying purposes at any time during normal business hours at a location within Miami-Dade County Florida as often as the CITY may reasonably require. CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts invoices materials records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement as required by Florida statutes, including but not limited to Chapter 119 and Section 257.36 Florida Statutes and State record retention schedules. If any litigation claim negotiation audit monitoring inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS

- 9.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances of the CITY as amended from time to time together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law.

Any documents provided by CONTRACTOR to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119 Florida Statutes.

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- 10.1 The CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program (2) use E-Verify to verify the employment eligibility of all new hires working in the United States (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement and (4) include this requirement in certain subcontracts such as construction. Information on registration for

and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

10.2 The CONTRACTOR shall also comply with Florida Statute 448.095 which directs all public employer including municipal governments and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095 CONTRACTOR, if it employs more than 25 employees is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify employers should visit the E-Verify website ([http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) and follow the instructions. CONTRACTOR must retain the I-9 Forms for inspection and provide an executed E-Verify Affidavit which is attached hereto as Exhibit _____.

SECTION 11. EQUAL EMPLOYMENT

During the performance of this Agreement or any related Work Order the CONTRACTOR shall:

11.1 Not discriminate against any employee or applicant for employment because of race, color religion age, sex, sexual orientation, gender identity, handicap or national origin. CONTRACTOR shall take affirmative action to ensure that applicant are employed and that employees are treated during employment without regard to their race, color, religion, age sex handicap or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

11.2 In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR it must state that all qualified applicants will receive consideration for employment without regard to race, color religion, age sex, handicap or national origin.

SECTION 12. ASSIGNMENT AND SUBCONSULTING.

12.1 This agreement and the rights of the CONTRACTOR and obligation hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior

written consent of the CITY. Any assignment delegation or subcontract without such expressed prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraphs 1.3 or 1.4 of this Agreement as the CITY deems appropriate. The CITY may assign its rights together with its obligations hereunder.

SECTION 13. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

13.1 Pursuant to Section 119.0701 of the Florida Statutes CONTRACTOR agrees to:

- A. Keep and maintain public record in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the Agreement and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the CITY's custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law.

Unless otherwise provided by law, any and all records including but not limited to reports surveys and other data and document provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONTRACTOR's workpapers shall remain the sole property of CONTRACTOR and are not subject to the terms of this Agreement.

- C. Upon completion of this Agreement or in the event of termination by either party any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the CITY Manager at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section the Parties agree and it is understood that the CONTRACTOR will maintain a copy of any information confidential or otherwise necessary to support its work product generated as a result of its engagement for services solely for reference and archival purposes in accordance with all applicable professional standards which will remain subject to the obligations of confidentiality herein.
- D. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

- E. CONTRACTOR s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166.

SECTION 14. PROMPT PAYMENT ACT.

- 14.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS

- 15.1 The CONTRACTOR represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. Upon request of the CONTRACTOR, and full disclosure of the nature and extent of the proposed representation, the City Manager or designee shall have the authority to authorize such representation during the term of this agreement.
- 15.2 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1 as amended; and by The City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest directly or indirectly that would conflict in any manner or degree with the performance of the services.
- 15.3 Standards and Proper Decorum: The CITY promotes and expects *a high standard* of ethics and professional conduct in all CITY employee s. The CONTRACTOR shall be held to the same standards and shall be held accountable for any conduct or demeanor contrary to the CITY employee conduct policy while representing the CITY.

SECTION 16. SOVEREIGN IMMUNITY.

- 16.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign

immunity protections or as increasing the limits of liabilities as set forth in Section 768.28 Florida Statutes.

SECTION 17. ORDER OF PRECEDENCE.

17.1 In the event there is a conflict between this Agreement and the proposal, the order of precedence shall be this Agreement, then the Proposal. The CITY expressly rejects any additional terms or conditions not consistent with the terms herein.

SECTION 18. INSURANCE.

18.1 The CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as listed herein:

- 1) General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person per occurrence for bodily injury and property damage. Said coverage shall include an endorsement for drone liability.
- (2) Professional liability coverage, including errors and omissions in the amount of \$1,000,000;
- (3) Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person per occurrence.
- (4) Worker's Compensation Insurance in the amount \$1,000,000/\$1,000,000/ \$1,000,000, unless CONTRACTOR has three (3) or fewer employees or has an exemption filed with the State of Florida.

18.2 The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.3 The CITY shall be named as an additional insured on all policies with the exception of workers compensation.

18.4 CONTRACTOR agrees that with respect to any losses covered by or required to be covered by the CONTRACTOR's insurance carrier under the terms of this Agreement other than those losses caused by the CITY's gross negligence or intentional acts the CONTRACTOR waives and releases the CITY, its elected officers, directors, employees and agents from any and all claims and liability or responsibility with respect to such losses. CONTRACTOR hereby agrees that its insurance carrier shall have no right of subrogation against the CITY on account of this release and shall ensure that any policy obtained as required by this Agreement contains such endorsement stating same.

18.5 In the event that the coverage is cancelled not renewed or the coverage limits are changed CONTRACTOR shall provide written notice to the City Manager of the change cancellation and/or notice of non-renewal within thirty (30) days of the change, cancellation or non-renewal. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the City Manager within ten (10) days of written request.

18.6 Certificates of Insurance shall be provided to the CITY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days, written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted or in accordance with policy provisions. The CITY further reserves the right to solicit additional coverage or require higher limits of liability as needed, and depending on the nature of scope or level of exposure.

SECTION 19. ANTI-DISCRIMINATION.

19.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color national origin religion, sex sexual orientation familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company subsidiaries or affiliates of the CONTRACTOR are currently engaged in nor will engage in during the term of this Agreement the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 20. SCRUTINIZED COMPANIES.

20.1 CONTRACTOR certifies that it and its subcontractors are not on the scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135 F.S., the CITY's may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

20.2 If this Agreement is for more than one million dollar the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135 F.S. Pursuant to Section 287.135 F.S., the CITY'S may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates or its subcontractor are found to have submitted a false certification or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

SECTION 21. NO CONTINGENCY FEES.

21.1 The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person(s) company corporation individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee commission percentage gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 22. REQUIRED FORMS TO BE COMPLETED.

22.1 Public Entity Crimes Form:

The Florida Public Entity Crimes Form is a sworn statement required by Florida law to be submitted by individuals and entities when doing business with public entities, such as state agencies or local governments. This form addresses the potential for conflicts of interest and ensures compliance with regulations concerning public entity crimes, which are violations of state or federal law related to business dealings with public entities. Attached is a copy of the form to be completed and submitted.

22.2 E-Verify:

The Affidavit Regarding Unauthorized Aliens is a legally mandated document under Florida law, specifically Section 448.095, Florida Statutes.

This affidavit (attached) serves as a formal declaration by certain entities in Florida (namely, contractors and subcontractors working with public agencies) that they do not employ, contract with, or subcontract with unauthorized aliens. This is connected to the E-Verify system, which is a federal electronic database used to verify the employment eligibility of newly hired employees.

22.3 Required Affidavit Regarding the Use of Coercion for Labor Services:

Section 787.06(13) of the Florida Statutes requires nongovernmental entities to provide an affidavit when contracting with a governmental entity, attesting that they do not use coercion for labor or services. This affidavit is a condition for executing, renewing, or extending the contract. Attached is the Affidavit to be completed and submitted.

22.4 Insurance Requirements:

The CONTRACTOR will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract or services to be provided, the insurance policies and coverages set forth are attached to this document.

Prior to execution of the contract and start of the services, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled or materially changed until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS WHEREOF the parties hereto have made and executed this Agreement on this _____ day of _____, 2025.

XYGO USA, INC.

CITY OF DORAL

Signature

Zeida Sandinas, City Manager

Print Name and Title

Date

Witness Signature

Approved As To Form and Legal
Sufficiency for the Use And Reliance of the
City of Doral Only:

Lorenzo Cobiella

Gastesi, Lopez, Mestre & Cobiella, PLLC,
City Attorney

AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095,
FLORIDA STATUTES

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

hereby affirms that it does not employ, contract
with, or subcontract with an unauthorized alien.

_____ Printed Name of Affiant	_____ Printed Title of Affiant	_____ Signature of Affiant
_____ Name of Entity		_____ Date
_____ Address of Entity	_____ State	_____ Zip Code

Notary Public Information

Notary Public State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of 20____

By _____

He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____ Signature of Notary Public	_____ Serial Number	
_____ Print or Stamp of Notary Public	_____ Expiration Date	_____ Notary Public Seal

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PSA
Agreement

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____ by _____
_____ for _____
_____ whose business address is _____ and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Printed Name) _____

(Title) _____

The foregoing Affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization,

this _____ day of _____ (year) _____

by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

**REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR
LABOR AND SERVICES**

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

- Bodily Injury & Property Damage Liability
- Each Occurrence: \$1,000,000
- Policy Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Products & Completed Operations (if applicable): \$2,000,000

B. Endorsements Required:

City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability – must not exclude independent contractor or contractual liability
Premises and Operations Liability

- Waiver of Subrogation
- Insurance must be Primary & Non-Contributory
- 30-day notice of cancellation required

II. Auto Liability

Required only if vendor will transport participants

III. Workers' Compensation (Coverage A)

Statutory limits as required – State of Florida

Employer's Liability (Coverage B):

- \$500,000 for bodily injury caused by an accident – each accident
- \$500,000 for bodily injury caused by disease – each employee
- \$500,000 for bodily injury caused by disease – policy limit
- Waiver of Subrogation
- 30-day notice of cancellation

IV. Professional Liability / Errors & Omissions (if applicable)

A. Limits of Liability

- Each Claim: \$1,000,000 minimum (consider \$2M or \$5M for 100+ participants)
- Policy Aggregate: \$1,000,000 minimum
- Retroactive Date coverage must be included
- City of Doral listed as an Additional Insured
- 30-day notice of cancellation

- Waiver of Subrogation

V. Participant Accident Policy (Recommended)

Accident coverage should be provided for all participants

Policy limit: \$250,000, with a \$25,000 per person max

VI. General Conditions

- All insurance coverage must remain in force without interruption for the duration of the agreement.
- Policies must be issued by carriers authorized in the State of Florida with an A.M. Best rating of no less than A-, Class VI.
- Requirements herein are minimums and subject to verification and amendment by Risk Management.