



**AGREEMENT**  
**RFQ 2023-04 – BUILDING INSPECTION & PLANS REVIEW SERVICES**  
**BETWEEN**  
**CITY OF DORAL**  
**AND**  
**C.A.P. GOVERNMENT, INC.**

**THIS AGREEMENT** is made and entered into as of this 09 day of August 2023, by and between C.A.P. Government, Inc., a Florida for profit corporation organized and existing under the laws of the State of Florida, having its principal office at 343 Almeria Avenue, Coral Gables, Fla. 33134 (hereinafter referred to as the ("CONSULTANT")), and the City of Doral, a political subdivision of the State of Florida, having its principal office at 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 (hereinafter referred to as the "CITY").

**RECITALS**

**WHEREAS**, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications No. 2023-04 Building Inspection & Plans Review Services ("RFQ")** which includes the General Terms and Conditions, Special Conditions, Technical Specifications, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

**WHEREAS**, the CITY desires to retain a CONSULTANT to provide building inspection and plans review services as more particularly specified in the RFQ in "Exhibit A"; and

**WHEREAS**, CONSULTANT desires to render services described in the Scope of Services as described in "Exhibit A" and has provided documentation during the RFQ process establishing that they have the qualifications, experience, staff and resources to perform those Services; and

**WHEREAS**, through a competitive selection process conducted in accordance with the requirements of Florida's Consultants Competitive Negotiation Act and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services; and

**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 CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 2023-04 Building Inspection & Plans Review Services, attached hereto as “Exhibit A”;
- C. CONSULTANT’S Proposal attached hereto as “Exhibit B”;
- D. Fee Schedule attached hereto as “Exhibit C”.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail. If this Agreement is silent with regard to any conflict, “Exhibit A” 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. SERVICES & TERM.**

1.1 The CONSULTANT shall provide the Services to the CITY on an as-needed basis, which determination of need will be at the sole and absolute discretion of the CITY. The CITY will provide written notice to the CONSULTANT of any requested Services and the CONSULTANT shall respond to such notice within one (1) business day with an estimate of the time required to complete the Services. The CITY shall review and approve any proposed Services prior to the CONSULTANT proceeding with the work. Failure to obtain CITY approval may result in non-payment of any associated costs.

1.2 This Agreement shall commence upon the effective date of the last party to duly execute this Agreement and shall remain in effect for a period of three (3) years, with two (2) one-year renewal options.

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 CONSULTANT. 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, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY 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 defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms 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 CONSULTANT for the services performed with this Agreement on an hourly basis (by task) to be billed in accordance with, and which shall not exceed, the amounts set forth in “Exhibit C”.

**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 means (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: Barbara Hernandez  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: City Attorney  
8401 NW 53rd Terrace  
Doral, Florida 33166

CONSULTANT: C.A.P Government, Inc  
Carlos A. Penin, President  
343 Almeria Avenue, Coral Gables, FL 33134

#### **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 CONSULTANT**

5.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, 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 CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT 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 CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT 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 CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT 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, CONSULTANT 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.2 Nothing herein shall be construed as a waiver of the CITY's rights, privileges, immunities, and or limitations as 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. CONSULTANT 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. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for three (3) years from the date of submission of the annual performance report or as required by State record retention schedules, whichever is later. 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 CONSULTANT 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, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT 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 CONSULTANT 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 CONSULTANT 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>.

10.2 The CONSULTANT shall also comply with Florida Statute 448.095, which directs all public employers, 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's 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, CONSULTANT, 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 CONSULTANT during the contract term. Further, CONSULTANT must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONSULTANT to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. CONSULTANT must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "D".

### **SECTION 11. EQUAL EMPLOYMENT**

During the performance of this Agreement or any related Work Order, the CONSULTANT 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. CONSULTANT shall take affirmative action to ensure that applicants 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. CONSULTANT 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 CONSULTANT, it must state that all qualified applicants will receive considerations 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 CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or subconsult without such express 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 paragraph 1.3. 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, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in



connection with CONSULTANT's performance under this agreement. CONSULTANT 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, CONSULTANT shall provide the CITY with a copy of the requested records or allow the records 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 documents 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 CONSULTANT's workpapers shall remain the sole property of CONSULTANT 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 the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be withheld until all records are received as provided herein.
- E. CONSULTANT'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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S**

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 CONSULTANT 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. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

15.2 The CONSULTANT 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 CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct 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 employees. The CONSULTANT 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 liability 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, the Consultant's Response, or the Scope of Work, the order of precedence shall be this Agreement, then the RFQ 2023-04 Building



Inspection & Plans Review Services, attached hereto as “Exhibit A”; then the Consultant’s Proposal attached hereto as “Exhibit B”. The City expressly rejects any additional terms or conditions not consistent with the terms herein.

#### **SECTION 18. INSURANCE.**

18.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by “Exhibit A.” 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.

18.2 The City shall be named as an additional insured on all policies with the exception of workers’ compensation.

18.3 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. NON-EXCLUSIVITY.**

19.1 This Agreement is non-exclusive. The CITY’S retains the right to engage the services of additional third-party CONSULTANTS or assign responsibilities to an employee of the CITY’S to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

#### **SECTION 20. ANTI-DISCRIMINATION.**

20.1 CONSULTANT 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. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT 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 21. SCRUTINIZED COMPANIES.**

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

21.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan,

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

21.3 The CONSULTANT 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 consulting prohibitions then they shall become inoperative.

## **SECTION 22. NO CONTINGENCY FEES.**

22.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this  
09 day of August, 2023.

CONSULTANT



Signature

Carlos A. Penin, PE, President

Print Name and Title

08/09/2023

Date



Witness Signature

Carlos del Pino, PE

Witness Print Name



Witness Signature

Monica De Castro

Witness Print Name

CITY OF DORAL

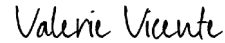


Barbara Hernandez, City Manager

8/22/2023

Date

Approved as to form and legal  
sufficiency:



Nabors Giblin & Nickerson P.A.  
City Attorney

**RESOLUTION No. 23-114**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR QUALIFICATIONS #2023-04, “BUILDING INSPECTIONS AND PLANS REVIEW SERVICES” TO THE TOP RANKED FIRMS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENTS WITH C.A.P. GOVERNMENT, INC., M.T. CAUSELY, LLC, AND EASTERN ENGINEERING GROUP COMPANY, FOR A TERM OF THREE (3) YEARS WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on May 5, 2023, the City of Doral (“City”) issued Request for Qualifications No. 2023-04 for Building Inspections and Plans Review Services (the “RFQ”) via electronic notices posted on the City’s website, VendorRegistry, and Demandstar, and electronic notification to more than 1,268 vendors, for the provision of additional inspections and plans review services to the public; and

**WHEREAS**, three (3) firms submitted proposals in response to the RFQ on June 7, 2023 with all proposals meeting the required criteria; and

**WHEREAS**, on June 26, 2023, the Evaluation Committee convened to evaluate and rank the proposals, and provided the following final ranking and score, which was based on an average of the scores provided by each of the four committee members:

- |                              |       |
|------------------------------|-------|
| 1. C.A.P. Government, Inc.   | 91.50 |
| 2. M.T. Causely, LLC         | 88.25 |
| 3. Eastern Engineering Group | 60.50 |

**WHEREAS**, Staff has recommends that the City Council authorize the City Manager to negotiate and enter into an agreement with all three (3) firms for the provision

of additional inspections and plans review services for a period of three (3) years with the option for two (2) one-year (1) renewals, for a possible total of five (5) years.

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

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted and incorporated herein and made a part hereof.

**Section 2. Award.** The award of RFQ No. 2023-04 to C.A.P. Government, M.T. Causely, LLC, and Eastern Engineering Group Company for the provision of additional building inspections and plans review services is hereby approved. This award, in and of itself, does not vest any rights on any of the named parties.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement with C.A.P. Government, M.T. Causely, LLC, and Eastern Engineering Group Company for the provision of additional building inspections and plans review services for a period of three (3) years, with the option for two (2) one-year (1) renewals, for a total possible term of five (5) years. The agreements are subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This authorization does not create or confer any rights to C.A.P. Government, M.T. Causely, LLC, or Eastern Engineering Group Company. The City Manager is further authorized to expend budgeted funds, which budgeted funds will come from Account No. 109.70005.500310.

**Section 4. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

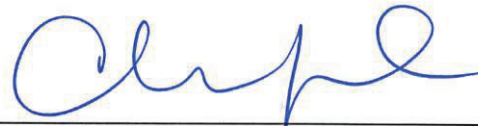


The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 9 day of August, 2023.



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:



VALERIE VICENTE, ESQ. for  
NABORS, GIBLIN & NICKERSON, P.A.  
CITY ATTORNEY