

City Of Doral
Procurement Management Division
Design-Build Stipend Agreement



This Design-Build Stipend Agreement ("Agreement"), entered into this _____ day of _____, _____ between the City of Doral ("City") and HALLEY ENGINEERING CONTRACTORS, INC.

(F.E.I.D. No. 20-4804098) of, 13901 NW 118TH AVE., MIAMI, FL 33178

authorized to conduct business in the State of Florida ("Contractor"), agree as follows:

1. AGREEMENT

- A. The Contractor prepared a responsive Technical Proposal in accordance with the Request for Proposal No. 2021-09 – Construction of Pedestrian Bridge Design Build ("RFP") dated May 5th, 2021, for the Project located at NW 41st Street at Homestead Extension of Florida's Turnpike (HEFT).
- B. The City and the Contractor agree that the City will only pay a stipend for the work done by the Contractor in preparing its Technical Proposal, if the Contractor meets the eligibility requirements contained in the Advertisement and the RFP.
- C. The Contractor agrees that if it meets the requirements and becomes eligible to receive a stipend, the work performed will be considered work for hire and shall, upon payment of the stipend, become the property of the City without restriction or limitation on its use. If the Contractor is eligible to receive a stipend, it shall not copyright any of the material developed under this Agreement.

2. SERVICES AND PERFORMANCE

- A. In accordance with the City's RFP, the City retains the Contractor to prepare a responsive Technical Proposal.
- B. Reference in this Agreement to the Technical Proposal is the portion of the Contractor's proposal pursuant to the RFP that contains the technical requirements.
- C. Reference in this Agreement to the Design-Build Contract is the contract that is awarded and executed as a result of the RFP.

3. TERM

- A. Unless otherwise provided in this Agreement, the provisions of this Agreement shall remain in full force and effect until execution by the City of a Design-Build Contract pursuant to the RFP or a one (1) year term from the date of the execution of this Agreement, whichever occurs last. Services are authorized to commence effective upon the execution date of this Agreement. Technical Proposals are due by the dates set forth in the RFP.

4. COMPENSATION AND PAYMENT

- A. If the Contractor is not awarded the Design-Build Contract by the City and the Contractor meets the eligibility requirements contained in the Advertisement and the RFP, the City agrees to pay the Contractor a lump sum amount of \$ twenty-five thousand dollars (\$25,000) for a responsive Technical Proposal.**
- B. If the City awards the Design-Build Contract to the Contractor, the Contractor will not be compensated for preparation of its Technical Proposals through this Agreement. In the event a Design Build Contract is not awarded, only short-listed Design-Build Firms that have submitted responsive Technical Proposals and also meet the eligibility requirements as described in the Advertisement and the RFP shall receive a stipend.**
- C. Payment shall be made only after receipt and approval of goods and services and receipt of an invoice. Additionally, payment will be made only if and when the City determines that it has received a responsive Technical Proposal, in accordance with the RFP. The City shall advise the Contractor if the Technical Proposal is responsive. The Contractor shall not invoice the City for preparation of a Technical Proposal until it has been determined by the City to be responsive and the Contractor has been deemed to be eligible to receive the stipend. The City shall provide written notification to the Contractor once the Design-Build Contract has been executed. Upon notification from the City, shortlisted Design-Build Firms that submitted responsive Technical Proposals and also meet the advertisement eligibility requirements shall submit an invoice for the lump sum stipend amount, within two weeks of receipt of the notification.**
- D. To the extent that payment is made by the City to the Contractor pursuant to Section 4 and the Design-Build Contract is subsequently awarded to the Contractor, the Contractor shall repay the full lump sum amount of such payment to the City concurrently with such execution and delivery.**
- E. This Agreement involves the submission of Technical Proposals by the Contractor, which must be received by the due dates set forth in the RFP and determined responsive by the City as a condition of payment.**
- F. Travel expenses are not authorized for payment in this Agreement.**

5. INDEMNITY

- A. Contractor agrees that it will indemnify, defend, and hold the City, its officers, agents, and employees harmless from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by the City, from any acts, actions, neglect, or omissions arising from the performance of this Agreement by Contractor, its agents, employees, and subcontractors.**
- B. The City's failure to notify the Contractor of a claim shall not release the Contractor's obligation to indemnify, defend, and pay for the defense, or at the City's option, to participate and associate with the City in defense of any claim.**

6. COMPLIANCE WITH LAWS

A. In the event the City makes a payment to the Contractor pursuant to Section 4, the Contractor shall comply with Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the City to perform the service.
- (2) Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) 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 term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (4) Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by the Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Doral
Office of the City Clerk
8401 NW 53rd Terrace
Doral, Florida 33166

B. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

C. Chapter 337.162, Florida Statutes, applies as follows:

- (1) If the City has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the City of Business and Professional Regulations. The complaint shall be confidential.

- (2) Any person who is employed by the City and who is licensed by the City of Business and Professional Regulation and who, through the course of his employment, has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the City of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
- (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

D. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

7. EARLY TERMINATION

- A. This Agreement may be terminated by the City in whole or in part at any time the interest of the City necessitates such termination.
- B. If the City withdraws the RFP, this Agreement shall be considered terminated effective the date of the withdrawal.
- C. If this Agreement is terminated prior to the evaluation of the Letters of Interest, no payment will be made to the Contractor.
- D. If this Agreement is terminated after the Letters of Interest have been scored, as set forth in the Advertisement and prior to execution of a Design-Build Contract, the Contractor shall be entitled to the compensation set forth in Section 4.A., provided the Contractor submitted to the City a responsive Technical Proposal and meets the eligibility requirements contained in the RFP.
- E. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

8. ASSIGNMENT

The Contractor shall not assign or transfer any rights under this Agreement without the written consent of the City.

9. MISCELLANEOUS

- A. The Contractor and the City agree that the Contractor, its employees, and subcontractors are not agents of the City as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.**
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.**
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.**
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any laws of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions to be invalid.**
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.**
- F. In any legal action related to this Agreement, instituted by either party, Contractor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the City and in the event that Contractor files any such legal action, Contractor hereby consents to the transfer of venue of the county chosen by the City upon the City filing a motion requesting the same.**
- G. Contractor:**
 - (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and**
 - (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and.**
 - (3) Shall adhere to requirements in section 448.095, Florida Statutes.**
- H. The City may grant the Contractor's employees or subcontractors access to the City's secure networks as part of the project. In the event such employees' or subcontractors' participation in the project is terminated or will be terminated, the Contractor shall notify the City's project manager no later than the employees' or subcontractors' separation date from participation in the project or immediately upon the Contractor acquiring knowledge of such termination of employees' or subcontractors' participation in the project, whichever occurs later.**

- I. The parties agree that the lump sum payment of the Stipend provided for in this Agreement constitutes full payment for the Technical Proposal and the related services, whether directly, indirectly, derivatively, relating to the preparation of the Technical Proposal.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective date(s) under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

For Garcia, Deputy City Clerk
Concepcion Diaz, City Clerk

By: Hernan M. Organvidez - S
Hernan M. Organvidez, Acting City Manager

Date: 7-5-22

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

[Signature]
Luis Figueredo, ESQ.
City Attorney

NAME OF CONTRACTOR

By: [Signature]
DANIEL I. HALLEY

(Print/Type Name)

Title PRESIDENT

Date: JULY 1, 2022

RESOLUTION No. 22-32

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR PROPOSALS #2021-09, "DESIGN-BUILD CONSTRUCTION OF PEDESTRIAN BRIDGE" TO CONDOTTE AMERICA; THE HIGHEST RANKED, MOST QUALIFIED, MOST RESPONSIVE AND RESPONSIBLE PROPOSER; APPROVING THE NEGOTIATION OF AN AGREEMENT BETWEEN THE CITY AND CONDOTTE AMERICA FOR THE DESIGN-BUILD SERVICES OF THE PEDESTRIAN BRIDGE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSFULLY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE HIGHEST RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal (RFP) # 2021-09 for "Design Build of Doral Pedestrian Bridge" (the "Project"), the City received four (4) proposals by the May 5, 2021, deadline with all four (4) teams meeting the required criteria; and

WHEREAS, the established evaluation committee met on May 12, 2021, to review and score the LOIs of the responsive and responsible proposers where the committee shortlisted all four (4) firms: Condotte America LLC, Halley Engineering Contractors, Johnson Bros Corporation, and Lead Engineering Contractors (the "Design Build firms"); Johnson Bros. Corporation withdrew from further participating in the procurement process and in pursuit of the project; and

WHEREAS, Technical Proposals were submitted by all firms on or before November 18, 2021, to the City Clerk's office, after the Alternative Concept meetings were held with each firm. Technical Proposal Page Turn Meetings were held on Wednesday, December 15, 2021, with each firm where the Selection Committee was able to ask clarifying questions regarding the proposals submitted and later scored each firm with the maximum possible points of four hundred (400) due to the absence of one committee member; and

WHEREAS, Price Proposals were received on or before January 31st, 2022, from all three (3) firms and later opened on February 4th, 2022, as well as the announcement of the technical scores. On February 8th, 2022, Condotte America was announced as the firm with the Lowest Adjusted Score based on the outcome of the formula – BPP (Bid Price Proposal) / TS (Technical Score [Combined Scores from LOI and Technical Proposal]) = Adjusted Score, as advertised with the solicitation. The Design-Build Firm selected will be the Design-Build Firm whose adjusted score is lowest; and

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 by this reference.

Section 2. Authorization. The City Council hereby authorizes the City Manager to proceed with the award of RFP No. 2021-09 and for the City Manager's Office to negotiate and enter into an agreement with the highest ranked firm to provide design build services of the Pedestrian Bridge Over NW 41st Street at Homestead Extension of Florida's Turnpike (HEFT), and to disburse stipend payments in the amount of \$25,000 each to the top two non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in the solicitation. If an agreement cannot be reached with the number one proposer, the negotiations will proceed to the next highest ranked firm until an agreement is reached.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of March, 2022.



JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY