



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

THIS AGREEMENT is made and entered into as of this 22 day of September, 2023, 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 CL, with a local address of 10770 NW 66 Street, Suite 303, Doral, Fla., 33178 (hereinafter referred to as the "CONTRACTOR"), 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, CITY staff has recommended that the CITY 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 purchasing process due to the nature of the service; 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 August 9, 2023, the City Council, by majority vote, have approved the waiving of the CITY's competitive bidding process as reflected by Resolution No. 23-130, and approving an agreement with XYGO USA, Inc. for a one (1) year pilot agreement for 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 July 6, 2023 (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 one (1) year.

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 records or data maintained in electronic form), 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 the 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 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 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

CONTRACTOR: Alfredo Escobar

President
10770 NW 66th, Suite 303
Doral, Florida 33178
With Copy to: Paola Viro
Contracts Administration
3403 NW 82nd Av, Suite 340
Doral, Florida 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'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. 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.

A. 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>.

10.2 The CONTRACTOR 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, 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 (<https://www.e-verify.gov/employers/enrolling-in-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 "B".

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 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. 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 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 CONTRACTOR and obligations 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 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 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 records 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 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 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 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 his 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 employees. 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 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 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 of \$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 electeds, 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 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 dollars, 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 subcontractors 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.



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

XYGO USA INC.

Alfredo
Ignacio
Escobar
Molledo

Firmado digitalmente por Alfredo Ignacio Escobar Molledo Fecha: 2023.08.25 08:40:57 -04'00'

Signature

Alfredo Escobar, President

Print Name and Title

August 25, 2023.
Date

Witness Signature

Witness Print Name

Witness Signature

Witness Print Name

CITY OF DORAL

Barbara Hernandez, City Manager

Date 9/22/2023

Approved as to form and legal sufficiency:

Valerie Vicente

Nabors Giblin & Nickerson P.A.
City Attorney

RESOLUTION No. 23-130

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH XYGO USA CORP., IN AN AMOUNT NOT TO EXCEED \$100,000.00, FOR THE ESTABLISHMENT OF A ONE (1) YEAR PILOT PROGRAM TO PROVIDE A 3D DIGITAL TWIN MODEL OF THE CITY'S PUBLIC RIGHT-OF-WAY WHICH WILL ALLOW THE PUBLIC WORKS DEPARTMENT TO DIGITALLY IDENTIFY, ANALYZE, AND MANAGE RIGHT-OF-WAY ANOMALIES; AUTHORIZING THE CITY MANAGER TO TRANSFER \$100,000.00 FROM ACCOUNT No. 001.80005.500633 TO ACCOUNT No. 001.80005.500340 TO PROVIDE SUFFICIENT FUNDING FOR THIS REQUEST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Works Department ("PWD") is continuously looking for ways to improve services, efficiency and proactiveness to provide the best possible level of service to the City of Doral ("City"); and

WHEREAS, in December 2021, XYGO USA, Inc. ("XYGO"), approached PWD to offer their services for a complete 3D digital twin survey package that would allow for the detection, quantification, and measurements of right-of-way anomalies through a Digital Twin – Point Cloud Analysis, which can provide measurements of up to 2 cm of accuracy; and

WHEREAS, the digital twin model is created through a survey performed with lidar sensors, 360 degrees high resolution images, and a digital twin platform for its detection and analysis; and

WHEREAS, these services allow for an automated survey and analysis of public rights-of-way and the creation of a GIS based 3D model of the environment through Lidar technology; and

WHEREAS, the data and information acquired by the XYGO technology is used for the issuance of work orders through the XYGO system that helps organize, schedule, track, budget and ultimately address/correct the identified anomalies; and

WHEREAS, XYGO was identified by the PWD as the desired provider for a 3D Digital Twin Pilot Program on the basis of the company's unique experience and capacity, and their ability to implement the service in a short time frame; and

WHEREAS, pursuant to Section 2-323(12) of the City's Code of Ordinances, sole source purchases are exempt from the City's competitive procurement procedures when the city manager or purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the City; and

WHEREAS, XYGO was determined to be a sole source provider of the services as set forth in Section 2-323(12) of the City's Code of Ordinances; and

WHEREAS, the services provided by XYGO were vetted through multiple City departments, including PWD, the IT Department, and the Procurement Division, and included a long analysis, including a review of final product samples demonstrating XYGO's capacity; and

WHEREAS, based on the above, the PWD requested a proposal from XYGO to implement a pilot program for the services mentioned; and

WHEREAS, the PWD and XYGO negotiated a proposal to provide the services on an as-needed work order basis at a rate of \$465.58 per center-line mile in a total amount not to exceed \$100,000.00, which includes a one-time setup fee of \$12,000.00, and a one-time fee of \$39,250.00 to create a Citywide signal inventory; and

WHEREAS, the proposed survey and analysis will be performed on a work order basis so that the City can identify anomalies in a given section of right-of-way, and the City and address/correct those anomalies first before surveying the next section; and

WHEREAS, City staff respectfully requests that the Mayor and the City Councilmembers approve a Professional Services Agreement with XYGO for a one (1) year pilot program to provide a 3D digital twin model of the City's right-of-way which will allow PWD to digitally identify, analyze, and manage right-of-way anomalies in an amount not to exceed \$100,000.00; and

WHEREAS, in addition, City staff respectfully requests authorization for the City Manager to transfer \$100,000.00 from the Public Works Department Fund – "Improvement Street" Account, Account Num. 001.80005.500633, to the Public Works Department Fund – "Contractual Services – Other" Account, Account Num. 001.80005.500340, to provide sufficient funding for this request.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Professional Services Agreement between the City of Doral and XYGO USA, Inc., in an amount not to exceed \$100,000.00, in substantially the form attached hereto as Exhibit "A", and the transfer of \$100,000.00 from the Public Works Department Fund – "Improvement Street" Account, Account Num. 001.80005.500633, to the Public Works Department Fund – "Contractual Services – Other" Account, Account Num. 001.80005.500340, to provide sufficient funding for this request, are hereby approved.

Section 3. Authorization. The City Manager is authorized to execute a Professional Services Agreement with XYGO USA, Inc., in an amount not to exceed \$100,000.00, subject to approval by the City Attorney as to form and legal sufficiency. The City Manager is further authorized to transfer \$100,000.00 from Account Num. 001.80005.500633 to Account Num. 001.80005.500340 to provide sufficient funding for the services.

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

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

The foregoing Resolution was offered by 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:

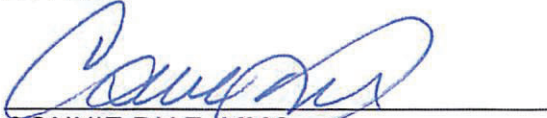
Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

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

