

AGREEMENT BETWEEN CITY OF NORTH MIAMI

AND ABRAHAM ZUNIGA & W MARY E

This Agreement is made this 18 day of June, 2018 between the City of North Miami (CITY) and ABRAHAM ZUNIGA & W MARY E, who is the owner of property located at 435 NW 121st, North Miami, FL. (Property Owner)

WITNESSETH

WHEREAS, PROPERTY OWNER has requested that the CITY perform construction services for the purpose of constructing an asphalt driveway approach located at 435 NW 121st, North Miami, FL; and

WHEREAS, the CITY has agreed to perform the services upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of the covenants and agreements below, and other good and valuable consideration, the parties agree as follows:

1. Scope of Work. City shall perform the following service for PROPERTY OWNER:

The construction of an asphalt driveway approach located at 435 NW 121st, North Miami, FL

2. Payment. PROPERTY OWNER shall pay CITY the sum of \$100 for the construction of the driveway approach as described in paragraph 1 above. PROPERTY OWNER shall pay CITY the sum of \$100 within seven days upon receipt of CITY'S invoice.

The payment shall be calculated as follows:

Total Sq./Ft. N/A x \$2.00 Per Square Ft. = \$ N/A

3. Method and Schedule of Construction. The CITY shall be responsible for the schedule of construction, the method and manner of construction, and all other matters relating to the asphalt driveway approach. PROPERTY OWNER acknowledges that the construction of the asphalt driveway approach shall be performed only when the CITY'S paving crews are working in the immediate area, and that no construction of the asphalt driveway approach shall be performed after the CITY'S paving equipment and crew have left the area.

4. No Warranties. CITY disclaims any implied or express warranties regarding all matters relating to the construction of the asphalt driveway approach as described in paragraph 1.

5. Assignments: Sublet. PROPERTY OWNER may not sublet, assign, or transfer this Agreement or any part of this agreement.

6. Florida Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

7. Authorized Representatives and Notices. CITY and PROPERTY OWNER shall each designate one person who shall be authorized representatives with respect to this Agreement. All notices shall be given as specified in this Agreement to the signatories to this Agreement.

8. Force Majeure. No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances

occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as reasonably possible.

9. Limitation of Liability. The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action for money damages due to an alleged breach by the CITY or for any action or claim arising from this Agreement, so that its liability be limited to a maximum of N/A. Accordingly, and notwithstanding any other term or condition of this Agreement, the PROPERTY OWNER hereby agrees that the CITY shall not be liable to PROPERTY OWNER for damages in an amount in excess of N/A, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes.

10. Indemnification. To the fullest extent permitted by law, PROPERTY OWNER agrees to defend, indemnify and hold harmless the CITY, its officers, employees, and agents from and against all liability, costs and expenses, including attorney's fees, for any and all claims, demands, judgments, loss or damages on account of injuries, disease or death to any person or damage to any property, in any way arising out of this Agreement.

11. Entire Agreement. The Agreement constitutes the entire agreement between the CITY and PROPERTY OWNER in regard to the subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. It has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the authorized representative of the parties.

If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and the remaining provisions shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, as follows:

ATTEST:

Mary E. Zuniga

Property Owner

By: Dincer Akin Ozaydin

ATTEST:

[Signature]

City Clerk

CITY OF NORTH MIAMI, FLORIDA

By: [Signature]
City Manager

Approved as to Form:

[Signature]

City Attorney