

**CITY OF NORTH MIAMI**  
**Construction Services Agreement - Concrete Wall**  
(ITQ No. 22-03-15)

**THIS CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made and entered into this 11 day of JUNE, 2015, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **Paragon Construction Unlimited, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 1497 NW 153<sup>rd</sup> Avenue, Pembroke Pines, FL 33028 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, in February 12, 2013, the Mayor and City Council passed and adopted Resolution No. R-2013-10, memorializing certain financial allocations of revenue derived from the Biscayne Landing Lease proceeds to fund various improvement projects and reserve accounts; and

**WHEREAS**, in March 23, 2015, the City of North Miami ("City") advertised *Invitation to Quote No. 22-03-15 Construction of Concrete Wall* ("ITQ") to obtain the labor, supervision, materials, equipment, tools and services necessary for the construction of a concrete wall on behalf of the City Public Works Department, in accordance with the terms, conditions, and specifications contained in the ITQ; and

**WHEREAS**, Contractor timely submitted its response and was evaluated by City administration as the lowest, responsive-responsible contractor, whose price schedule, qualifications and references demonstrated to be the most advantageous to the City in the procurement and development of the Project; and

**WHEREAS**, the Contractor has expressed its capability, expertise and willingness to perform the Project pursuant to ITQ requirements; and

**WHEREAS**, in May 12, 2015, the City executed an agreement with Ms. Zuleica D. Pena, as the owner of the property situated at 540 NE 126<sup>th</sup> Street, funding the construction of an alleyway wall adjacent to the south-side (rear) of the property line ("Worksite") and assigning the responsibility for maintenance and future repairs of the wall to Ms. Pena; and

**WHEREAS**, the City Manager finds the construction of an alleyway wall on the Worksite, benefits the public health, safety and welfare.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

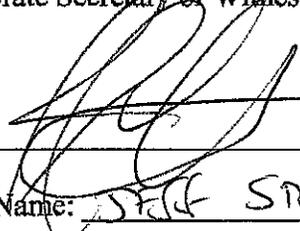
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Paragon Construction Unlimited, Inc., a Florida for-profit Corporation,

Corporate Secretary or Witness:

"Contractor":

By: 

By: 

Print Name: STEVE STRUMP

Print Name: SUZANNE E STRUMP

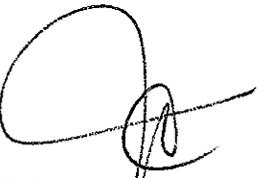
Date: 6/10/15

Date: 6/11/15

ATTEST:

City of North Miami, a Florida municipal Corporation:

"City"

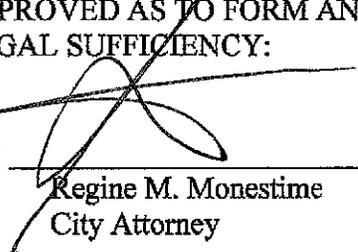
By: 

By: 

Michael A. Etienne  
City Clerk

Aleem A. Ghany  
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 

Regine M. Monestime  
City Attorney