

CITY OF NORTH MIAMI PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on 2/12/2019, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Maytin Engineering, Corp.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 13900 NW 112th Ave., Hialeah Gardens, FL 33018 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on October 10, 2018, the City advertised **Invitation for Bid IFB # 69-17-18 – Clearing and Grubbing Project at the Former Pepper Lake Site** (“IFB”) to provide the City with the labor, equipment, materials and expertise needed for the clearing and grubbing project at the former Pepper Lake Site, in accordance with the design, specifications and conditions contained in the IFB (“Services”); and

WHEREAS, the Contractor was evaluated by the City as the lowest responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the IFB; and

WHEREAS, on January 8, 2019, Resolution No. 2019-R-3 was passed and adopted by the City Council, approving the selection of Contractor and further authorizing the City Manager to execute an agreement with Contractor for the provision of Services.

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.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 City of North Miami Invitation for Bid No. 69-17-18 – Clearing and Grubbing Project at the Former Pepper Lake Site, is attached and incorporated hereto by reference;

2.1.2 Resolution No. R-2019_3, passed and adopted by the Mayor and City Council on January 8, 2019, authorizing the execution of this Agreement, attached hereto as Exhibit “A”;

2.1.3 Contractor's bid in response to the IFB ("Bid"), attached hereto as Exhibit "B";

2.1.4 Payment and Performance is attached as Exhibit "C";

2.1.5 Certificates of Insurance are attached as Exhibit "D";

2.1.6 Any additional documents which are required to be submitted by Contractor pursuant to this Agreement and IFB.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid or the right to clarify same shall be waived.

ARTICLE 3 - TIME FOR PERFORMANCE

3.1 The time for performance of Services under this Agreement shall commence on the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one hundred and twenty (120) consecutive work days, excluding holidays. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 The Contractor shall be paid the following amounts: Eighty-Six Thousand Two Hundred Ninety-Six Dollars and no cents (\$86,296.00), as full compensation for the provision of Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The Contractor shall be entitled to invoice the City for payment, in accordance with the conditions of the IFB.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the work and shall ensure that the finished Services accurately comply with the Contract Documents.

5.2 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Services as required by the Contract Documents. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order at the work sites.

5.3 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance and proper completion of Services.

5.4 Prior to the execution of this Agreement and in any event, prior to the commencement of any work, Contractor shall furnish in writing to the City, the names of persons or entities proposed for any portion of the Services ("Subcontractor"). The City shall advise Contractor, in writing, of any proposed Subcontractor to which the City has an objection. Contractor shall not contract with a proposed Subcontractor with whom the City has made an objection. If the City objects to a Subcontractor proposed by Contractor, Contractor shall propose another with whom the City has no objection.

5.5 Contractor shall confine equipment, the storage of materials and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials.

ARTICLE 6 - SCOPE OF SERVICES

6.1 The Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the completion of Services, under the special terms and conditions provided in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

6.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of

Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

6.3 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

6.4 During performance of the Services, Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a work site, remain open to the public whenever and wherever possible. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

6.5 Contractor shall at all times, during the performance of Services, keep the work site free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

6.6 Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the work site unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

6.7 Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 7 - CHANGES IN SERVICES

7.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

7.2 A Change Order shall mean a written order to the Contractor executed by the Parties following execution of this Agreement, directing a change in Services and may include a change in the agreed compensation and/or the time for Contractor's performance.

7.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement with the ordered changes in Services and the Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

ARTICLE 8 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

8.1 Contractor shall comply with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used in the provision of Services.

8.2 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to persons or property.

8.3 Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of the work site. Contractor shall provide the necessary personnel, warning devices, cones, markers, flags, barricades and other control devices needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the work area.

8.4 Contractor shall take all necessary precautions to protect all adjacent wetlands, mangroves, and/or protected plants. Contractor shall employ best management practices during the performance of Services.

8.5 Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

ARTICLE 9 - INDEPENDENT CONTRACTOR

9.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 10 - CONFLICTS OF INTEREST

10.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

10.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional construction services on projects assigned to the Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 11 - DEFAULT

11.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 12 - CITY'S TERMINATION RIGHTS

12.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Maytin Engineering, Corp.
Roland Jorge Maytin
13900 NW 112 Ave.
Hialeah Gardens, FL 33018

To City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 14 - INDEMNIFICATION

14.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its

officers, directors, agents, partners, Subcontractors, employees and managers in the performance of the Services under this Agreement.

14.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, Subcontractors, suppliers, or other persons directly or indirectly employed by its Subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.3 Contractor has visited the work site and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

14.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, construction services, material, equipment, or other items furnished in connection with the Services, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) days of the filing or from receipt of written notice from the City.

14.5 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 15 - WARRANTY

15.1 Contractor warrants that all materials and workmanship, whether furnished by the Contractor, its Subcontractors or suppliers will comply with the Contract Documents.

15.2 Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its Subcontractors or suppliers shall be of good quality will be free from defects whether patent or latent in nature. If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

ARTICLE 16 - INSURANCE

16.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance required in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

16.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 17 - FORCE MAJEURE

17.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 18 - LIQUIDATED DAMAGES

18.1 It is mutually agreed by and between the Parties hereto that time shall be an essential part of this Agreement, and that in case of the failure on the part of the Contractor to achieve contractually scheduled completion of the milestones established in the Project schedule within the time specified and agreed upon, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be One Hundred Fifty Dollars (\$150.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in Article 3. The Contractor hereby agrees that said sum shall be deducted from monies due Contractor under the Agreement, or if no money is due the Contractor, the Contractor hereby agrees to pay to the City as liquidated damages, and not by

way of penalty, the amount of One Hundred Fifty Dollars (\$150.00) for each Day delayed in finishing the Project, in excess of the number of Days prescribed in the Work Order.

ARTICLE 20 - PERFORMANCE AND PAYMENT BONDS

20.1 The Contractor is required to furnish to the City a Performance Bond and Payment Bond, each in the amount of One Hundred percent (100%) of the total Project value ("Bonds"). Such Bonds may be in the following form: 1) a Cashier's Check, made payable to the City of North Miami; 2) Bonds written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes; or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor.

20.2 The Performance Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all Subcontractors performing labor on the Project under this Agreement and furnishing supplies, materials or services in connection herewith. These Bonds shall be in effect through the duration of the Agreement plus the warranty period as required by the Contract Documents.

20.3 Each Bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Bonds required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+. The Contractor shall require the attorney in fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

20.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within three (3) Days substitute another Bond and surety, both of which must be acceptable to City. If Contractor fails to make such substitution, City may procure such required Bonds on behalf of Contractor at Contractor's expense.

20.5 The City may, in the City's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any Bond issued in connection with the Project.

20.6 Contractor shall indemnify and hold harmless the City and any agents, employees, representative from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the Bonds required herein.

ARTICLE 21 – RETAINAGE

21.1 To ensure Contractor's complete and satisfactory performance of its obligations hereunder, the City shall withhold an amount of up to ten percent (10%) of each payment request submitted by Contractor. Each Invoice submitted by Contractor shall specify the amount of Retainage attributable to, and to be withheld from, amounts due under such Invoice.

21.2 Notwithstanding the above, at such time as the Project is deemed by the City to be at least fifty percent (50%) complete, the City shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. For purposes of this Article, the term "50-percent completion" has the meaning set forth in the Contract Documents or, if not defined in the Contract Documents the point at which the City has expended at least fifty percent (50%) of the total cost of the construction services purchased under the Contract, together with all costs associated with existing change orders and other additions or modifications to the Services provided for under the contract.

21.3 Release of any portion of retainage held by the City shall take place upon written request by the Contractor and in accordance with State of Florida statutory provisions. The final five percent (5%) of the total Project Budget shall only be released at the time of Final Payment following acceptance by the City of project completion, correction of all incomplete or defective work by the Contractor and satisfaction of any damages incurred by the City as a result of the Contractor's failure to satisfactorily complete the work.

ARTICLE 22 - PUBLIC RECORDS

22.1 Contractor acknowledges that Contractor is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. This Agreement and any related documents and correspondences City submits to Contractor shall become a public record subject to the Florida Public Records Law. This provision shall survive the expiration or earlier termination of this Agreement. This Agreement may be unilaterally canceled by City for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and Fla. Stat. Section 1004.22(2) and made or received in conjunction with this Agreement. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 893-6511, Ext. 12110, BY EMAIL AT fmedrana@northmiamifl.gov, OR BY MAIL at 776 N.E. 125 Street, NORTH MIAMI, FLORIDA 33161.**

ARTICLE 23 - MISCELLANEOUS PROVISIONS

19.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

19.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

19.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

19.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

19.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

19.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

19.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

19.8 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

19.9 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

19.10 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

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

ATTEST: Maytin Engineering, Corp., a Florida Profit Corporation,
Corporate Secretary or Witness: "Contractor":

Witnessed By: DocuSigned by: Petra Lorenzo
E9EC8B8B23C3474...
Petra Lorenzo
Witness Name: _____
2/11/2019
Witness Date: _____

Signed By: DocuSigned by: Rolando Maytin
2AA8958EA069466...
Rolando Maytin
Print Name: _____
2/04/2019
Signature Date: _____

ATTEST: City of North Miami, a Florida municipal Corporation:
"City"

By: DocuSigned by: Michael A. Etienne
2C7040872EE8414...
Michael A. Etienne
City Clerk

By: DocuSigned by: Larry M. Spring, Jr.
C23864DEA2724CF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P. H. Cazeau
5AF6443D714D491...
Jeff P. H. Cazeau
City Attorney