

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of July 13, 2023, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) having an address at 735 N.E. 125th Street, Suite 100, North Miami, Florida 33161, and **CHANG CONSTRUCTION CONSULTING, LLC**, a Florida limited liability company (the “Contractor”), having an address at 2173 SW 132nd Way, Davie, Florida 33166.

RECITALS

1. The NMCRA desires to engage the Contractor for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by the Contractor to the NMCRA of certain cleanup and landscaping services relating to the alleyways between N.W. 135th Street and N.W. 131st Street and N.W. 7th Avenue and N.W. 12th Avenue, for an amount not-to-exceed Twenty Three Thousand Five Hundred Ninety and No/100 Dollars (\$23,590.00) pursuant to that certain proposal (the “Proposal”) attached hereto as Exhibit “A” and by this reference made a part hereof. The parties acknowledge and agree that the Proposal contains certain terms and conditions that are incorporated into this Agreement; provided, however, in the event there is any conflict between the terms and conditions of this Agreement and the Proposal, the more stringent terms and conditions shall control. The Proposal contains a Scope of Work, which shall mean and be referred to as the “Scope of Work” for purposes of this Agreement.

2. Services and Responsibilities.

2.1 The Contractor hereby agrees to perform the services described in the Proposal for the not to exceed fee set forth in Section 4 below. The Contractor shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Scope of Work. The Scope of Work shall generally be performed at the direction of the NMCRA and completed in accordance with the time frames set forth in the Proposal. In the event of any delay caused or claimed by the Contractor to be caused in whole or in part by the NMCRA, an extension of time shall be the Contractor’s sole remedy and the Contractor hereby waives any claims for delay damages.

2.2 The Contractor hereby represents and warrants to the NMCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses to perform the Work as required by the State of Florida, Miami-Dade County, and the City of North Miami.

2.3 Any work performed by the Contractor that fails to meet the requirements of this Agreement, or otherwise is defective or contains errors, conflicts, or omissions, will be promptly corrected by the Contractor at no cost to NMCRA. The Contractor will promptly reimburse NMCRA for any and all damages, including fines and incidental damages, without limitation, resulting from the defective work.

2.4 The Contractor shall perform the Scope of Work in a manner that complies with any governing codes, laws, or ordinances. Although the NMCRA shall review all work completed by the Contractor, the NMCRA shall not be responsible to the Contractor for any failure to comply with any governing codes, laws, or ordinances.

2.5 Contractor shall report to the NMCRA Executive Director. During the conduct of the performance of its services, Contractor shall schedule regular meetings with the NMCRA Executive Director or their designee to discuss the progress of the work.

2.7 Contractor hereby represents to the NMCRA, with full knowledge that NMCRA is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement. Contractor shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

2.8 The Contractor shall pay when due all sales, consumer, use, and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

2.9 The Contractor represents that Contractor has made any and all investigations essential to a full understanding of any difficulties which may be encountered at the sites. Execution of this Agreement shall constitute acceptance by the Contractor of existing site conditions as a part of the requirements for this Scope of Work; it being expressly understood and agreed that the Contractor shall not be entitled to any additional compensation and/or fees for any pre-existing conditions including, but not limited to, concealed or unknown conditions at the project sites which may in any way affect the Scope of Work. Contractor has specifically examined the project sites and affirms that it is fit to receive the Scope of Work.

3. Relationship of the Parties. The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the NMCRA to cooperate with the NMCRA and exercise the Contractor's skill and judgment in furthering the interests of the NMCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the NMCRA's interests. The NMCRA agrees to

furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of this Agreement.

4. Compensation; Method of Payment; Term of Agreement.

4.1 Compensation for the services provided by the Contractor to the NMCRA for the scope of work shall be based on and paid in accordance with the Proposal and by this reference made a part hereof in the not to exceed amount of Twenty Three Thousand Five Hundred Ninety and No/100 Dollars (\$23,590.00). The fee in the not to exceed amount of Twenty Three Thousand Five Hundred Ninety and No/100 Dollars (\$23,590.00) represents and contains all amounts due and payable for the services provided by the Contractor as set forth in the Scope of Work including any out-of-pocket and third party costs which may be incurred and/or paid by the Contractor. Payment by the NMCRA of the fees for the Scope of Work performed shall be deemed full compensation to the Contractor for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Work in excess of Twenty Three Thousand Five Hundred Ninety and No/100 Dollars (\$23,590.00), such amounts shall be the sole responsibility of Contractor; it being acknowledged and agreed that the not to exceed amount for the Scope of the Work shall be the maximum amount the NMCRA shall be required to pay for the Scope of Work unless the such amount was increased or decreased by a Change Order.

4.2 The Contractor shall submit to the NMCRA a written invoice for compensation. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the NMCRA. Notwithstanding the foregoing, as a condition to each progress payment, if applicable, the Contractor shall have furnished NMCRA with a partial lien waiver and release signed by Contractor, conditioned upon payment, for all Work performed that is included in the current invoice, in the form set forth in Florida Statutes Chapter 713, and shall have furnished NMCRA with partial lien waivers and releases signed by all persons or entities giving Notice to Owner for the furnishing any labor or material, equipment, services, and materials for the project and for all work performed by same that is included in the respective prior invoice. With respect to the procedures for payment, the NMCRA and the Contractor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

4.3 Notwithstanding the foregoing or anything in this Agreement to the contrary, neither any progress payment or the final payment shall be due or owing to the Contractor until all of the requirements of this Agreement and Chapter 713, Florida Statutes, have been satisfied.

5. Changes in Scope of Work. The NMCRA may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the NMCRA Board.

6. Termination.

6.1 Termination by the Contractor. The Contractor may terminate this Agreement if the NMCRA fails to make a payment as required by this Agreement followed by written notice thereof from the Contractor to the NMCRA and the NMCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Contractor terminates this Agreement as set forth in the previous sentence, the Contractor shall be entitled to recover from the NMCRA payment for the Scope of Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. The Contractor hereby waives any claims for consequential and/or punitive damages in connection with, related to or arising from this Agreement. Any termination or purported termination by the Contractor for any reason other than the NMCRA's nonpayment shall be void thereby entitling the NMCRA to its rights and remedies available at law and in equity.

6.2 Termination by the NMCRA for Cause. The NMCRA may terminate this Agreement if the Contractor:

6.2.1 Persistently or repeatedly refuses or fails to follow the NMCRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement Documents.

When any of the above reasons exist, the NMCRA may without prejudice to any other rights or remedies and after giving the Contractor seven (7) days' written notice, terminate this Agreement and the employment of the Contractor. The Contractor shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the NMCRA at law or in equity, the Contractor shall be liable to the NMCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the NMCRA for Convenience. Notwithstanding anything in this Agreement to the contrary, the NMCRA shall have the right, for whatever reason and in its sole discretion, to terminate this Agreement without penalty or liability by providing the Contractor with seven (7) days' written notice thereof. Upon such termination, this Agreement shall be null and void, except that the Contractor shall be entitled to payment for the Scope of Work executed up to the date of termination. Any of the Contractor's then outstanding and/or unfulfilled duties and/or obligations under this Agreement accruing prior to such termination shall survive the termination of this Agreement. The Contractor acknowledges and agrees that the Contractor shall not be entitled to, and hereby waives any claims for, any damages in the event that the NMCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Contractor shall purchase and maintain insurance as follows:

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

Certificates of insurance from insurers acceptable to the NMCRA shall be delivered to the NMCRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the NMCRA and the City of North Miami as additional insureds and loss payees and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the NMCRA and the City of North Miami. Failure of the Contractor to obtain and maintain required insurance shall be grounds for termination of this Agreement by the NMCRA. The Contractor shall require any subcontractors to provide liability insurance with the same insurance coverage as set forth above.

8. Indemnification. In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the NMCRA, its members, managers, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels 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 Scope of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Contractor's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the NMCRA with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

9. Miscellaneous

9.1 Records. The Contractor shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by the NMCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by the NMCRA and advised such records must be kept for a longer period. The

Contractor shall further be required to respond to the reasonable inquiries of any successor Contractor and allow any successor Contractor to review the Contractor's working papers related to matters of continuing accounting, reporting, or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the NMCRA of any fees or expenses based upon such entries.

9.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the NMCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the NMCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the NMCRA, and the NMCRA will not be liable for any obligation incurred by the Contractor, including by not limited to unpaid minimum wages and/or overtime premiums.

9.3 Assignments; Amendments.

9.3.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the NMCRA, which consent may be withheld by the NMCRA in its sole and absolute discretion. This Agreement shall run to the NMCRA and its successors and assigns.

9.3.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the NMCRA Board.

9.4 No Contingent Fees. 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, company, corporation, individual, or form, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the NMCRA shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.5 Notice. 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, the Contractor and the NMCRA designate the following as the respective places for giving such notice:

NMCRA: Anna-Bo Emmanuel, Esq., Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9839
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., NMCRA Attorney
Taylor English Duma LLP
2 S. Biscayne Boulevard, Suite 2050
Miami, Florida 33131
Telephone No. (786) 840-1437
Facsimile No. (770) 434-7376

Contractor: Chang Construction Consulting, LLC
2173 S.W. 132nd Way
DAVIE, Florida 33325
Attn: Stephen Chang, Manager
Telephone No. (____) ____-____
Facsimile No. (____) ____-____

9.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.7 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.8 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement and is incorporated herein by reference.

9.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the

Agreement shall continue in full force and effect, remain operative and binding, and shall be enforced to the fullest extent permitted by law.

9.10 Governing Law; Venue. 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.

9.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.12 No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations, or causes of action in favor of any third party against either the NMCRA or the Contractor.

9.13 Ethics Requirements. The Contractor is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. The Contractor shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

9.14 No Liens. Contractor shall take all action necessary to prevent any liens from being recorded against the property upon which the Scope of Work is being performed; provided; however, in the event any person including but not limited to, a subcontractor records a lien against such property arising from the Contractor's performance or non-performance, payments due the Contractor shall be withheld in such amounts as the NMCRA, in its sole discretion, deems sufficient to completely protect and indemnify the NMCRA and the City from any loss, damage or claim (including attorneys' fees and costs) until the conditions requiring such measures have been completely remedied by the Contractor to the satisfaction of the NMCRA. The Contractor shall, within twenty (20) days of notice of the filing of any such lien, satisfy such lien or shall provide proper bonds to remove the lien from the property pursuant to Florida Law. If the lien or other condition is not remedied by the Contractor within this period of time, the NMCRA may, at his option, proceed to satisfy the lien from the funds held by the NMCRA and then deduct such amounts from any payments due or becoming due to Contractor. Alternatively, the Contractor shall reimburse the NMCRA for all sums so expended to remove the lien to the extent the expenditure exceeds the amount held by the NMCRA.

9.15 Prevailing Party's Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense

of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

9.16 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes.

9.17 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

9.18 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

9.19 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

10. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR:

CHANG CONSTRUCTION CONSULTING,
LLC, a Florida limited liability company

NMCRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
Stephen Chang
Manager

By: _____
Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By: _____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma, LLP
NMCRA Attorney

EXHIBIT “A”

Proposal



June 19, 2023

Casneve Oupelle
735 NW 125th Street, Suite 1000
North Miami, FL 33161

Project Name: North Miami Alleyway Cleanup

Subject: North Miami Alleyway – Proposal

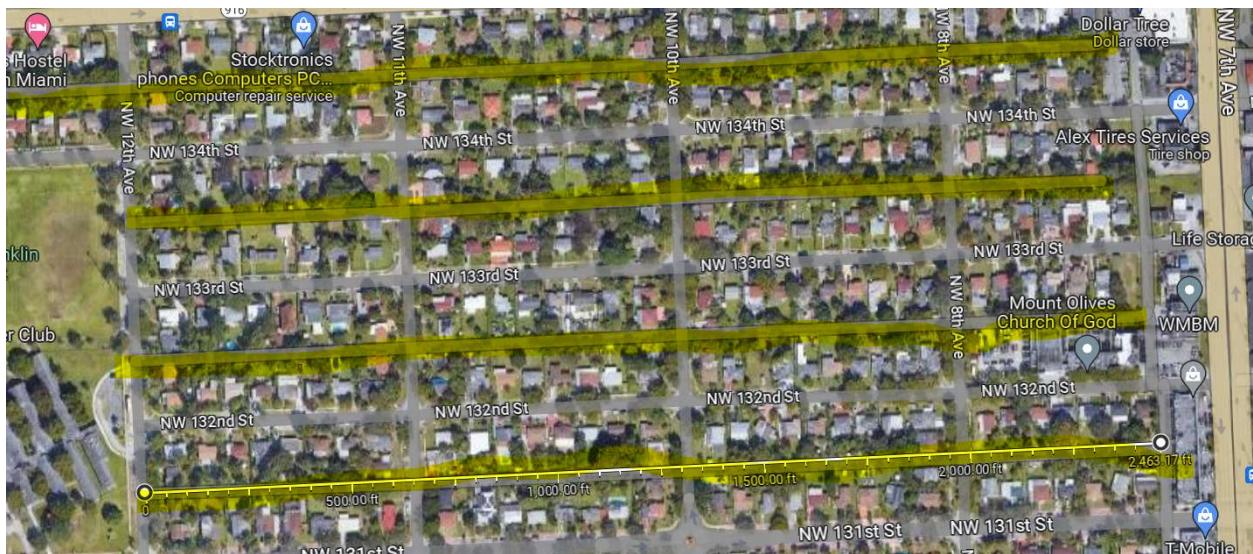
Dear Mr. Oupelle:

Chang Construction Consulting is pleased to submit our proposal for cleanup and landscaping services for your project.

Project Description

This proposal is for cleanup and landscaping services relating to the alleyway between 135th Street 131st Street and NW 7th Ave and NW 12th Ave.

Consist of four (4) alleyways highlighted below and one (1) alleyway west of this area. Estimated 2500' /alleyway.



Scope of Services

- 1) Trash cleanup
- 2) Landscaping
 - a. Grass Cut
 - b. Weed whacking.
 - c. Tree & Brush cutting to fence line and 10' elevation.
 - d. Debris removal
- 3) Exclusion: painting, tree removal and cutting above 10', signage, fence repairs.



Photos below are actual images of area and debris that are included in this scope of work.



Fee

This scope of work will be performed for a flat fee of \$23,590

Chang agrees to perform services in the Scope of work section for each scope of work items set forth. Client shall pay Chang's invoices within five (5) days of receipt by Client.

Remittance of Payment to be made to:

Chang Construction Consultant, LLC

2173 SW 132nd way

Davie, Florida 33166

Ph: 954-444-6555

Wiring information provided upon request.

Commencement of Services:

Chang will commence work as scheduled with receipt of an executed confirmation of this Proposal. Invoices will be issued weekly as services are rendered.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Chang".

Stephen D. Chang
CEO/Owner

Accepted by: _____ Date: _____