

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
SAGARIS CORPORATION
for
OAK TRAILS PARK EXPANSION
IFB NO. 04-15-26-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Sagaris Corp., a Florida corporation with principal offices located at 3660 N.W. 126 Avenue, Bay 6, Coral Springs, FL 33065 (the "Contractor") to construct various improvements as specified in IFB No. 04-15-26-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The Contract Documents consist of this Agreement, the Invitation for Bids (IFB No. 04-15-26-11), including the plans, specifications, and all addenda thereto, and Contractor's response/bid to the solicitation. These Contract Documents form the complete Agreement between the parties, and all parts are incorporated herein as if set forth in full. In the event of a conflict between the Contract Documents, this Agreement shall control, followed by the solicitation, including the plans, specifications, and all addenda thereto, and then Contractor's response/bid to the solicitation, in that order.

2. The Work/Services

The Contractor shall perform all work for the City required by the contract documents and IFB No. 04-15-26-11, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the workforce to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agent or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there

has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

- e) The City will provide adequate access to the work areas, including removing any personal items.

3. Time of Commencement

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than **Fourteen (14)** days after the date that Contractor receives the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Project substantial completion shall be within **Three Hundred Thirty-Five (335)** days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion, shall be **Thirty (30)** calendar days from date of substantial completion totaling **Three Hundred Sixty-Five (365)** calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.

During the pre-construction portion of the work, the parties agree to work diligently and in good faith in performing their obligations so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties and such delays are the result of force majeure or are otherwise outside of the control of either party, then the parties shall agree on an equitable extension of the time for substantial completion and any resulting increase in general condition costs.

4. Contract Sum

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the project total cost of Two Million Eight Hundred Ninety Thousand dollars and Zero cents (\$2,890,000.00).

5. Payment, Retainage, and Project Closeout Process

Payments will be tendered within thirty (30) business calendar days of presentation of any approved monthly payment application; however, the City will deduct a retainage of five percent (5%) from each monthly payment application. Retainage monies will be released in accordance with Sections 255.077 and 255.078, Fla. Stat. Within thirty (30) calendar days of reaching beneficial occupancy or use of the construction project, the City's Contract Administrator and Contractor must meet at the construction site to develop the list of items and their associated industry-standard cost to complete each item on that list. Contractor will submit the draft punchlist to the Contract Administrator for written approval. No later than thirty (30) calendar days from the receipt of such draft punchlist, the City's Contract Administrator, in his/her discretion, may approve as proposed or modify the punchlist and pricing to create the Final Punchlist required to render complete, satisfactory, and acceptable the construction services defined by this Agreement. Such Final Punchlist will be tendered to Contractor. Within twenty (20) calendar days after developing the list, and after receipt of a proper invoice or payment request, the City must pay Contractor the remaining balance of the contract, including any remaining retainage withheld by City less an amount equal to 150 percent of the estimated cost to complete the items on the list. Upon completion of all items on the Final Punchlist, Contractor may submit a payment request for all remaining retainage withheld by City. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, City may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6. Remedies

1. Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

2. Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

7. Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

8. Warranties

8.1 Warranty of Title

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

8.2 Warranty of Specifications

Contractor warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

8.3 Warranty of Merchantability

Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

9. Insurance Requirements

The Contractor shall provide evidence of insurance and indemnification as provided in the IFB. Additionally, Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

10. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency,

disaster, hurricane, flood, pandemic or other substantial loss that the City of Coconut Creek will require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, pandemic, emergency or hurricane. Awarded Contractor must furnish a twenty-four (24) hour telephone number in the event of such an emergency.

11. Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the “Replacement Provider”), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the “Disentanglement”). Without limiting the aforementioned obligations, Contractor will:

1. Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
2. Provide all information regarding the work that these parties will need to perform the Disentanglement.
3. Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

12. Labor Harmony

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property shall be in harmony with all other labor being used by City or other contractors working on City’s property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, shall remove from City’s property any person objected to by City in association with the work

13. Anti-Discrimination

That Contractor for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof-- hereby covenants and agrees that:

1. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
2. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

14. Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

15. 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 City's employee for any 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 provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

16. Assignment and Subcontracting

Contractor must not transfer or assign the performance required by this Agreement without the prior written consent of the City Contract Administrator. This Agreement, or any portion thereof, must not be subcontracted without the prior written consent of the City nor may the Contractor assign any monies due or to become due to him or her, without the previous written consent of the City Contract Administrator.

17. Gratuities and Kickbacks

1. Gratuities

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

2. Kickbacks

It must be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any

person associated therewith, as an inducement of the award of a subcontract or order.

3. Contract Clause

The prohibition against gratuities and kickbacks prescribed in this section must be conspicuously set forth in every Contract and subcontract and solicitation therefore.

18. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice it must be addressed to the party for whom it is intended at the following addresses, and delivered by registered United States mail, with return receipt requested, by United Parcel Services (UPS) or Federal Express (FedEx) with tracking and signature required at delivery. Notice will be deemed received by the party for whom it is intended after the USPS certified mail process is completed, the UPS or FedEx tracking shows the item is delivered with signature, or the notice is hand delivered.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Mehrdad Mahmoudi, President
Sagaris Corp.
3660 N.W. 126 Avenue, Bay 6
Coral Springs, FL 33065
Phone: 954-605-8204
Email: mehrdad@sagariscorp.com

19. Choice of Law and Venue

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

20. WAIVER OF JURY TRIAL

BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE CITY HEREBY EXPRESSLY, VOLUNTARILY, AND INTENTIONALLY, WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

21. Uncontrollable Circumstances ("Force Majeure")

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of

God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

22. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

23. Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

24. Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and authorized designees of the City.

25. Interpretation

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

26. Joint Preparation

It is acknowledged that each party to this Agreement had the opportunity to be represented by

counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.

27. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

28. Signatory Authority

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

29. Confidential Information; Generative Artificial Intelligence

Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the parties. The parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

30. Prohibition on Use of City Data for Model Training or Improvement

Vendor shall not use City data, derived data, or metadata to train, fine-tune, or otherwise improve models for any customer other than City, except as strictly necessary to provide the contractor services within City's dedicated environment.

31. Data Management, Data Ownership, and Data Security

1. Contractor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting. Contractor shall notify the City in writing of any actual or reasonably suspected unauthorized access to, or disclosure of data as soon as practicable, but in no event later than 72 hours after Contractor becomes aware of such data breach. Such notice shall include all information reasonably available at the time and shall be supplemented as additional information becomes known.
2. Contractor acknowledges and agrees that all data, information, records, and materials, in any form or format, that Contractor accesses, receives, maintains, generates, or processes in connection with this Agreement are and shall remain the sole and exclusive property of the City. Contractor shall have no ownership or other proprietary interest in this data and is strictly prohibited from selling, reselling or otherwise commercializing any such data, information, records, or materials.
3. Contractor shall implement, maintain, and enforce industry-standard administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of all data. At a minimum, such safeguards shall include:

1. Encryption of data both at rest and in transit using current, industry-accepted cryptographic protocols;
2. Enforcement of multi-factor authentication for all systems, applications, and user accounts with access to data; and
3. Comprehensive audit logging sufficient to record, monitor, and retain system access, administrative activity, and data transactions.

Contractor shall maintain compliance, where applicable, with recognized security frameworks and standards, including but not limited to SOC 2, CJIS, and HIPAA, and shall provide documentation of such compliance upon request. All data stored, processed, and maintained in connection with this Agreement shall be located within the United States. Contractor shall not transfer, cause to be transferred, access, or permit access to data from outside the United States.

Contractor shall not engage any subcontractor or other third party to access, process, or store data without the prior written approval of the City. Contractor shall ensure that any approved subcontractor or third party bound by written agreements that impose data protection, confidentiality, and security obligations no less stringent than those set forth in this Agreement. Contractor shall remain fully responsible and liable for all acts and omissions of its subcontractors and third parties related to the data and performance under this Agreement.

32. Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and SAGARIS CORP., signing by and through Mehrdad Mahmoudi, President duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager

Date

Joseph J. Kavanagh, City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Contractor's Signature to Follow]

CONTRACTOR

ATTEST:

[Signature]

(Corporate Secretary)

Samira Foulaei

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Sagaris Corp.
Company Name

[Signature]

Signature of President/Owner

05/20/26
Date

Mehrdad Mahmoudi, President
Type/Print Name of President/Owner

CORPORATE ACKNOWLEDGEMENT

STATE OF FL:

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of MAY, 2026, by MEHRDAD MAHMOUDI as PRESIDENT for SAGARIS CORP.

[Signature]
Signature of Notary Public
State of Florida at Large
Notary Public State of Florida
Hamid Feuladi
My Commission HH 509493
Expires 3/28/2028
Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.