

**CONTRACT BY AND BETWEEN THE CITY OF COCONUT CREEK
AND
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC FOR CONSTRUCTION
MANAGER AT RISK SERVICES FOR PHASE 1 - PRECONSTRUCTION SERVICES
(FIRE STATION 113 AND FIRE ADMINISTRATION BUILDING)**

THIS Contract is entered into this ____ day of _____, 2026 by and between:

THE CITY OF COCONUT CREEK
4800 West Copans Road Coconut Creek, Florida 33063
(hereinafter referred to as "CITY")

and

JAMES B. PIRTLE CONSTRUCTION COMPANY, INC
500 W Cypress Creek Road, Suite 100
Fort Lauderdale, FL 33309
(hereinafter referred to as " CONTRACTOR ")

Whereas, the City of Coconut Creek (CITY) desires to construct the Fire Station 113 and Fire Administration Building; and

Whereas, it is the best interests of the CITY to obtain professional construction manager at risk (CMAR) services in order to insure quality, timely and valued construction from a Construction Manager (CM); and

Whereas, the CITY issued Request for Letters of Interest (LOI) on October 19, 2025 for Construction Manager at Risk for the Construction of the Fire Station 113 and Fire Administration Building; and

Whereas, the CITY, through a Request for Letter of Interest (LOI), has competitively selected the Construction Manager; and



Whereas, the selected firm will provide preconstruction services and professional construction management services for the Fire Station 113 and Fire Administration Building project as directed by the CITY; and

Whereas, CITY and CONTRACTOR are desirous of entering into an agreement for Phase 1 – Preconstruction Services (“Contract”).

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

ARTICLE 1 **SCOPE OF WORK**

1.1 The CONTRACTOR shall furnish professional Construction Manager at Risk Services (Pre-Construction – Phase I) for the project described below and Scope of Services shown in the Request for Letters of Interest attached hereto, upon issuance of CONTRACTOR’S Notice to Proceed by the CITY.

1.2 CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all services described in Exhibit A – Request for Letters of Interest, including the proposal of a Guaranteed Maximum Price (GMP), for the Project known as the Fire Station 113 and Fire Administration Building.

ARTICLE 2 **DEFINITIONS**

2.1 CITY: City of Coconut Creek, Florida, (CITY) its successors and assigns.

2.2 CHANGE ORDER: A written document ordering a change in the Contract Price or Contract Time or a material change or unforeseen conditions in the Work as determined by the PROJECT MANAGER.

2.3 CONTINGENCY: An established sum included in the Guaranteed Maximum Price (GMP) for the purpose of defraying actual expenses that may arise due to unforeseen



circumstances of the Project.

2.4 CONTRACT DOCUMENTS: The Project Document (including this Contract and its Exhibits, attachments and Forms), drawings and specifications, the Request For Letters of Interest and CONTRACTOR's response thereto (as negotiated and accepted by the CITY), any Addenda to the Project Document, the record of the contract award by the CITY, this Contract, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the Contract Documents.

2.5 CONTRACT PRICE: The amount established in the Contract as compensation for Phase I – Pre-Construction Services.

2.6 CONTRACT: This Pre-Construction - Phase I Agreement.

2.7 CONTRACTOR: An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into the Contract with the Owner for construction of public facilities and incidents thereto. The contractor for this project is James B. Pirtle Construction Company, Inc., subject to the completion of Phase I and the acceptance of the Guaranteed Maximum Price by CITY.

2.8 DIRECTOR: The representative of the CITY having the authority and responsibility for management of the specific projects authorized under this Contract is Harry Mautte, Director of Public Works.

2.9 GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT:

The method of construction contracting whereby the CONTRACTOR provides design phase consulting services (pre-construction services/Phase I) and management responsibility for the project (general conditions/Phase II). The fee is a dollar amount negotiated for profit, overhead and off-site general and administrative costs. All subcontracts are generally awarded by the CONTRACTOR based on competitive bids received in response to a request for bid or quotes issued by the CONTRACTOR. The total price paid to the CONTRACTOR is either a fee plus costs, or the Guaranteed Maximum Price (GMP), whichever is less. Contingency as



defined in Section 2.3 is included in GMP.

2.10 NOTICE TO PROCEED: One or more written notices to CONTRACTOR authorizing the commencement of Work.

2.10 PLANS AND/OR DRAWINGS: The official graphic representations of this construction project which are a part of the Contract Documents.

2.11 PRICING DOCUMENTS: The set of documents upon which the GMP contract is negotiated is comprised of the following: (i) the CITY approved Contract Documents, (ii) the Estimated CONTRACTOR's Direct Construction Cost, (iii) the CONTRACTOR's General Condition Items, (iv) schedules developed by the CONTRACTOR and approved by the PROJECT MANAGER, and any other documents or exhibits utilized to derive the GMP.

2.12 PROJECT: Fire Station 113 and Fire Administration Building public facilities, as contemplated and budgeted by the CITY, including the work described herein.

2.13 PROJECT DOCUMENT: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

2.14 PROJECT MANAGER: Brian Rosen, Assistant Director of Public Works, is designated as PROJECT MANAGER, concerning the Contract Documents.

2.15 PROJECT REPRESENTATIVE: An authorized representative of CONTRACTOR on the Project.

2.16 SUBCONTRACTOR: A person, firm or corporation having a direct contract with the CONTRACTOR including one who furnishes material worked to a special design according to the Project Document for this work, but does not include a person, firm or corporation merely furnishing material not so worked.



ARTICLE 3
TERM AND TIME OF PERFORMANCE

3.1 The term of this Contract shall begin on the date it is fully executed by both Parties and shall end on the date of commencement of the term of the Contract between the CITY and the CONTRACTOR for construction services for the Fire Station 113 and Fire Administration Building or, no later than, sixty (60) days after receipt of one hundred percent (100%) completed plans from Currie Sowards Aguila, Architects, Inc. unless terminated in accordance with Article 8. The City Manager shall have the authority to extend the term of this Contract for a period of time only when such extension of time is necessitated by the CITY'S PROJECT MANAGER for the Project, including where a set of plans which can be permitted is not provided in sufficient time to allow completion by _____. Any such extension shall be approved in writing by the City Manager.

3.2 All duties, obligations, and responsibilities of CONTRACTOR required by this Contract shall be completed no later than eighteen (18) months after date of execution. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

3.3 At or before the above referenced completion date for this Contract the CONTRACTOR, following completion of cost estimating, value engineering and other services set forth in Article 4 will tender to the CITY a written Guaranteed Maximum Price (GMP) for final completion of this project. The CITY, by and through CITY's designated personnel, will have the opportunity to negotiate the amount of the GMP with the CONTRACTOR. In the event a GMP which is satisfactory to CITY, in its reasonable discretion, is not agreed upon in writing, the CITY reserves the right to terminate this Contract for convenience and the CONTRACTOR will immediately tender all documents, in accordance with the applicable provisions of this Contract. The CONTRACTOR shall have no recourse from this termination and the CITY shall take such documents, as defined, in 9.1 herein. Conditions precedent to a Phase II Contract for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to by the CONTRACTOR and designated CITY personnel, a separate agreement will be submitted to the CITY for approval.



3.4 Liquidated damages: Liquidated Damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

3.5 Upon failure of CONTRACTOR to substantially complete the project within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified plus any approved extensions for substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified above, plus approved time extensions thereof, for completion and CONTRACTOR shall pay to CITY the sum of Two Hundred Fifty Dollars (\$250.00) for each calendar day after the time specified above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy of the project. The above-stated liquidated damages shall apply separately to each phase of the project for which a time for completion is given.

ARTICLE 4 **COMPENSATION**

4.1 COMPENSATION

Subject to the method of payment established in the Request for Letters of Interest. CITY agrees to pay CONTRACTOR, in the manner specified in Section 4.2, the total maximum Lump Sum Compensation in the amount of \$215,525.00 for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to the Statement of Work set forth in the Request for Letters of Interest. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount



shall be paid to CONTRACTOR to reimburse its expenses.

4.1.1 The Lump Sum Compensation in the maximum amount of \$215,525.00 shall be paid in accordance with the amounts set forth herein based on percentage (%) of completion as work is done as follows:

<u>Project Phases</u>	<u>Fee</u>
Pre-Construction Progress Meetings	\$ <u>75,250.00</u>
Scheduling	\$ <u>10,000.00</u>
Constructability Review	\$ <u>14,475.00</u>
Cost Estimating	\$ <u>52,125.00</u>
Value Engineering	\$ <u>13,700.00</u>
Cost to Produce Guaranteed Maximum Price (GMP)	\$ <u>38,000.00</u>
Prequalification of Subcontractors	\$ <u>11,975.00</u>

4.1.2 It is understood that the method of compensation is that of Lump Sum which means that CONTRACTOR shall perform all services set forth in Exhibit A, and in this Contract, for the total compensation in the Lump Sum amount; provided, however, that method of compensation for the services is set forth in Section 4.1.1.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, per the lump sum schedule of values outlined in Section 4.1.1 of the Contract. For all other work under this Contract, CONTRACTOR shall be compensated on a lump-sum basis in the total amount of \$215,525.00 for completion of the Services described herein. Payments shall be made based on the percentage of work completed, as approved by the City's PROJECT MANAGER. Each invoice shall identify the percentage of work completed to date, the corresponding payment due, and supporting documentation as required by the City. The total of all payments shall not exceed the lump-sum amount unless authorized by a written amendment. Such invoices shall include the phase of the services for which invoice is submitted along with a detail



of the task or services performed for that phase. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and be submitted to the PROJECT MANAGER.

CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by PROJECT MANAGER. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Contract.

4.2.2 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied, or resolved in a manner satisfactory to the PROJECT MANAGER, and/or due to CONTRACTOR'S failure to comply with Section 9.1 herein. The amount withheld shall not be subject to payment of interest by CITY.

4.3 Payment shall be made to CONTRACTOR at:

James B. Pirtle Construction Company, Inc.
500 W Cypress Creek Road, Suite 100
Fort Lauderdale, FL 33309

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the Parties in accordance with Section 9.31 herein.



ARTICLE 6
INDEMNIFICATION

6.1 GENERAL INDEMNIFICATION: The Parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work or services under this Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the CITY or its elected or appointed officials and employees. In any and all claims against the CITY, or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by the City until all of the CITY'S claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the CITY. The above provisions shall survive the termination or expiration of this Contract and shall pertain to any occurrence during the term of this Contract, even though the claim may be made after the termination or expiration hereof.



6.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless CITY, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against CITY, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of CITY, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of CITY when applicable.

6.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Article 6 and its subparts.

ARTICLE 7 **INSURANCE REQUIREMENTS**

7.1 The CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the CITY with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission



Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the CONTRACTOR shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The CONTRACTOR will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Contract. Policies shall be "Occurrence" form. Each carrier will give the CITY sixty (60) days' notice prior to cancellation. Throughout the term of this Contract, CONTRACTOR and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

7.1.1. WORKER'S COMPENSATION

If the CONTRACTOR is required to go on to City of Coconut Creek property to perform work or services as a result of this Contract, it must have the statutory limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The CONTRACTOR's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions. The CITY requires that the CONTRACTOR purchase a bond to cover the full amount of the deductible or self-insured retention.

7.1.2. GENERAL LIABILITY

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.



7.1.3. AUTOMOBILE LIABILITY

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

7.1.4. ~~INFORMATION SECURITY/CYBER LIABILITY INSURANCE (As Applicable)~~

~~CONTRACTOR must provide the CITY with evidence of Information Security/Cyber Liability Insurance with, at a minimum, \$3,000,000.00 per occurrence written on a "Claims Made" basis covering City, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.~~

~~Information Security/Cyber Liability Insurance shall include Internet Media Liability including cloud computing and mobile devices for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses and notification and credit monitoring expenses.~~

7.1.5. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the CITY with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the CONTRACTOR's operations or premises, any person directly or indirectly employed by the CONTRACTOR, and the CONTRACTOR's



obligations under indemnification under this CONTRACT. CONTRACTOR acknowledges that the CITY is relying on the competence of the CONTRACTOR to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to CONTRACTOR's negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

7.1.6. BUILDER'S RISK INSURANCE

Builder's Risk insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage shall be "ALL RISK" coverage for one hundred percent (100%) of the completed value. The CITY reserves the right to require higher limits depending upon the scope of work under this agreement.

7.1.7. ENVIRONMENTAL LIABILITY/ POLLUTION REMEDIATION AND LEGAL LIABILITY

The CONTRACTOR shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The CONTRACTOR agrees the policy benefiting the CITY shall be maintained for a minimum three (3) year period following expiration of the Agreement.

7.1.8. GENERAL

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the CITY receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, CITY may, at its sole option terminate this

Agreement effective on the date of such lapse of insurance.

7.1.9. AUTO LIABILITY AND GENERAL LIABILITY POLICIES SHALL BE ENDORSED TO PROVIDE THE FOLLOWING:

7.1.9.1. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

7.1.9.2. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

7.2 All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Procurement Division
4800 West Copans Road
Coconut Creek, Florida 33063

7.3 The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

7.4 If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If CONTRACTOR is Successful Contractor then prior to commencement of Contract, CONTRACTOR must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

7.5 If CONTRACTOR is self-insured, they shall provide the CITY with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.

7.6 No Contract shall be executed by the CITY, nor activities under this Agreement shall



commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

7.7 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

ARTICLE 8 **TERMINATION**

8.1 TERMINATION

8.1.1 TERMINATION FOR CAUSE: IMMEDIATE

In the event the CONTRACTOR defaults in or violates any of the terms, obligations, restrictions or conditions of this Contract, the CITY may, upon written notice to the CONTRACTOR, terminate this Contract effective immediately upon receipt of notice as provided in this Contract. The notice for immediate termination shall state the date of termination and CONTRACTOR shall discontinue all work under this Contract on that date. In the event of immediate termination, the CITY shall have all legal and equitable remedies available to it, and may hold the CONTRACTOR liable for any and all damages sustained by the CITY arising out of such default, including but not limited to costs of reprocurement and cover.

8.1.2 TERMINATION FOR CAUSE: TIME TO CORRECT

In the event the CONTRACTOR defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the CITY may, upon written notice to the CONTRACTOR consistent with the "Notice" provisions of this Contract, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the CONTRACTOR to correct the conditions to the satisfaction of the CITY. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY within the time-frame prescribed, the CITY may terminate the Contract effective immediately as provided above. If CONTRACTOR requests a hearing before the City Manager within the time-frame



prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the CITY shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the CONTRACTOR shall be liable for any and all damages arising from the default and breach of the Contract.

8.1.3 TERMINATION FOR CONVENIENCE OF CITY

Upon thirty (30) calendar days written notice to the CONTRACTOR as provided in the "Notice" provisions of this Contract, the CITY may without cause and without prejudice to any other right or remedy, terminate the Contract for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Contract is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. The CONTRACTOR shall discontinue all work on the appointed last day of service.

8.1.4 In the event this Contract is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 9.1 herein.

ARTICLE 9

GENERAL TERMS AND CONDITIONS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY. In the event of termination of this Contract, any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the PROJECT MANAGER within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received



as provided herein. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CONTRACTOR.

9.2 RECORDS AND AUDIT

9.2.1 AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONTRACTOR for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the CITY. If required by the CITY, the CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by the CITY. The CONTRACTOR must allow for the CITY to inspect, examine and review the records of the CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of the Contract.

9.2.2 PUBLIC RECORDS

CONTRACTOR shall keep such records and accounts and require any and all Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this CONTRACT or termination of the Contract, whichever is later. Incomplete or incorrect entries in such books and records will be grounds for CITY's disallowance of any fees or expenses based upon such entries.

9.2.3 CITY is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent CONTRACTOR is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, CONTRACTOR agrees to:



- a. Keep and maintain all records that ordinarily and necessarily would be required by the CITY in order to perform the services.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the services within this Agreement, at no cost, either transfer to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the services, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the services, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**



If CONTRACTOR does not comply with this section, the CITY may unilaterally cancel this Contract in accordance with state law.

9.3 REQUEST FOR NONCOMPLIANCE

A request to inspect or copy public records relating to the CITY's Contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time. If CONTRACTOR does not comply with CITY's request for records, CITY shall enforce the Contract provisions regarding termination in accordance with the Contract.

9.3.1

Any CONTRACTOR who fails to provide the public records to City within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

9.4 CIVIL ACTION If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY's Contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

9.4.1

The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

9.4.2

At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

9.4.3

A notice complies with subparagraph 9.10 if it is sent to CITY's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its Contract with CITY or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail,



with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

9.5 TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION

Documents submitted by CONTRACTOR which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information when held by the CITY as a utility owner, consistent with Section 119.0713(5), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the CONTRACTOR at the time of submission to the CITY, will not be subject to public access. However, should a requestor of public records challenge CONTRACTOR'S interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, CONTRACTOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CITY to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. CONTRACTOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, CONTRACTOR is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the CITY'S release of the requested records.

9.6 NONDISCRIMINATION

That CONTRACTOR shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:



9.6.1

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

9.6.2 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 shall 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.

9.7 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."

9.8 PUBLIC ENTITY CRIME STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, CONTRACTOR 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.

9.9 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

9.10 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

9.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified or registered United States mail, postage prepaid, return receipt requested, or other traceable delivery service or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Electronic, facsimile (FAX) or other telephonic transmission shall not be considered as written notice.



The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY OF COCONUT CREEK:

Carlos Marmolejos,
Procurement Operations Supervisor
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

FOR CONTRACTOR:

Jacob Katz,
Senior Vice President
James B. Pirtle Construction Company, Inc.
500 W. Cypress Creek Road, Suite 100
Fort Lauderdale, Florida 33309

9.12 ASSIGNMENT AND PERFORMANCE

No assignment of this Contract or any right occurring under this Contract shall be made, in whole or in part, by the CONTRACTOR without the express written consent of the CITY, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required of it by this Contract without written consent of the City Manager.

CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the local and national standards.



9.13 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, CITY shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.14 MATERIALITY AND WAIVER OF BREACH

CITY AND CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

9.15 SUBJECT TO FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Contract, and is subject to termination without any penalty due to lack of funding.

9.16 GRATUITIES AND KICKBACKS

9.16.1 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.

9.16.2 KICKBACKS

It shall 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.

9.16.3 CONTRACT CLAUSE

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

9.17 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 Contract, 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 Contract. 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 Contract.

9.18 CHOICE OF LAW AND VENUE

The parties hereby agree that the only laws that apply to this Contract 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 shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

9.19 WAIVER OF JURY TRIAL

CONTRACTOR AND THE CITY EACH HEREBY EXPRESSLY KNOWINGLY, VOLUNTARITY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.20 ATTORNEY'S FEES

If a party institutes any legal action to enforce any provision of this Contract, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action,



and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

9.21 ANTITRUST VIOLATIONS; DENIAL OR REVOCATION PURSUANT TO SECTION 287.137, FLORIDA STATUTES

Pursuant to Section 287.137, Florida Statutes, (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator Vendor List (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator Contractor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

9.22 SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, FLORIDA STATUTES

CONTRACTOR hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If CITY determines that CONTRACTOR has falsely certified facts under this paragraph, or if CONTRACTOR is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive certain requirements of this



paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the CITY must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the CONTRACTOR provides the CITY with an affidavit signed by an authorized representative of the CONTRACTOR, under penalty of perjury, attesting that the CONTRACTOR does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the CITY must not extend or renew any contract that grants access to an individual's personal identifying information unless the CONTRACTOR provides the CITY with an affidavit signed by an authorized representative of the CONTRACTOR, under penalty of perjury, attesting that the CONTRACTOR does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

James B. Pirtle

Construction Company, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jacob Katz

Title: Senior Vice President

Signature: 

Date: 12/22/25



9.23 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."

9.24 E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.24.1 All persons employed by CONTRACTOR to perform employment duties within Florida during the term of the contract; and

9.24.2 All persons (including subContractors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the Contract with the Department. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract with the City of Coconut Creek; and by entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later



than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

9.25 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

CONTRACTOR represents and certifies that it and its applicable subconsultant do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Contract, CONTRACTOR represents and certifies that Contractor and its applicable subconsultant shall not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the CITY for the entire duration of this Contract. If CONTRACTOR is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subconsultant at any tier or by any other source, CONTRACTOR must promptly report the information in 40 CFR § 52.204-25(d)(2) to CITY.

9.26 ENVIRONMENTAL/SOCIAL ACTIVISM UNDER SECTION 287.05701, FLORIDA STATUTES

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the CITY cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. CONTRACTOR is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

9.27 HUMAN TRAFFICKING AFFIDAVIT

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty or perjury attesting that the nongovernmental entity does not use coercion for labor or services



as defined in Section 787.06, Florida Statutes.

James B. Pirtle

Construction Company, Inc. does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jacob Katz

Title: Senior Vice President

Signature: 

12/22/25

Date:

9.28 DATA MANAGEMENT

CONTRACTOR must provide CITY with Notice of Breach in accordance with Sections 501.171 and 282.3185, Fla. Stats., 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.

9.29 ANTI-COLLUSION

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the **CITY** that more than one proposal was submitted, this will lead to rejection of all responses in which the **CONTRACTOR** is involved, except for circumstances where **CONTRACTOR** is the subcontractor listed on another **CONTRACTOR'S** response.

9.30 WARRANTIES OF CONTRACTOR

CONTRACTOR hereby warrants and represents as follows:

- a. At all times during the term of this Contract, CONTRACTOR shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Contract.
- b. At all times during this Contract, CONTRACTOR shall perform its obligations in a



prompt, professional and businesslike manner.

9.31 JOINT PREPARATION

It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

9.32 SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such 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 shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

9.33 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given effect.

9.34 MERGER; AMENDMENT

This Contract constitutes the entire Contract between the CONTRACTOR and the CITY, and negotiations and oral understandings between the Parties are merged herein. This Contract can be supplemented and/or amended only by a written document executed by both the CONTRACTOR and the CITY.

9.35 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence,



conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.28 above.

9.36 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the parties. The attached Exhibit A is incorporated into and made a part of this Contract.

9.37 SIGNATORY AUTHORITY

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

9.38 COUNTERPARTS

This Contract may be executed in two (2) or more copies by all Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 10 **SUBCONTRACTORS AND PURCHASE ORDERS**

10.1. Unless waived in writing, for good cause, by the PROJECT MANAGER, the CONTRACTOR must obtain competitive pricing and subcontract, in compliance with the requirements of this Article 10, for One Hundred Percent (100%) of the CONTRACTOR's Direct Construction Cost required under this Contract. Subcontracts and purchase orders, involving amounts not in excess of Forty-Nine Nine Hundred Ninety-Nine Dollars and Ninety-Nine cents (\$49,999.99) may be awarded without the prior approval of the CITY. All other subcontracts and purchase orders shall be awarded according to the following procedure:

10.1.1. The CONTRACTOR shall prepare for CONTRACTOR'S and PROJECT



MANAGER'S review a list of subcontractors and suppliers for each bid who meet the CONTRACTOR'S schedule of minimum requirements. The CONTRACTOR shall obtain bids or quotes from a minimum of three (3) such subcontractors for each subcontract, when available. Subcontracts and Purchase Orders over Forty-Nine Nine Hundred Ninety-Nine Dollars and Ninety-Nine cents (\$49,999.99) shall require the prior approval of the CITY. After receiving such bids, the CONTRACTOR shall analyze them and advise the PROJECT MANAGER of the subcontractors chosen for the work. Should the CONTRACTOR enter into a subcontract, the CONTRACTOR shall contract solely in its own name and behalf, and not in the name or behalf of the CITY, with the specified subcontractor or supplier. The subcontract shall provide that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Contract and the other Contract Documents; that the subcontractor shall be bound to the CONTRACTOR, to the same extent as the CONTRACTOR is bound to the CITY, to name the CITY and CITY as additional insured on its comprehensive general liability insurance; that the subcontractor shall provide an insurance certificate evidencing the same; that the CONTRACTOR shall have the right to terminate the subcontract in the same manner and by the same method as provided for termination of this Contract by the CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this Contract is terminated for any reason, the subcontractor shall, at the CITY'S option, perform its subcontract for the CITY, or for a CONTRACTOR designated by the CITY, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. The CONTRACTOR shall sign and cause each subcontractor to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein shall impose on the CITY an obligation to assume any subcontract or make any payments to any subcontractor to perform, and nothing contained herein shall create any contractual relationship between the CITY and any subcontractor.



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 JAMES B. PIRTLE CONSTRUCTION COMPANY, INC., signing by and through Jacob Katz (~~President, Owner, CEO, etc.~~) duly authorized to execute same. Senior Vice President

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager Date

Joseph J. Kavanagh, City Date
Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Contractor's Signature to Follow]



CONTRACTOR

ATTEST:

James B. Pirtle Construction Company,
Inc.

Company Name

Darrell Lipman

(Corporate Secretary)

Jacob Katz

Signature of ~~President/Owner~~
Senior Vice President

12/22/25
Date

Darrell Lipman

Type/Print Name of Corporate Secy.

Jacob Katz

Type/Print Name of ~~President/Owner~~
Senior Vice President

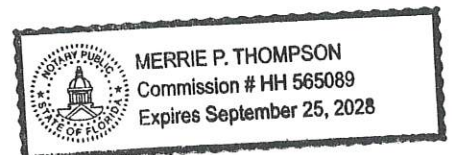


CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :

COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 22 day of December, 2025, by
Jacob Katz as Senior Vice President for
James B. Pirtle Construct Company Inc.

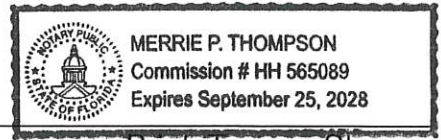


Merrie P. Thompson

Signature of Notary Public

JP

State of Florida at Large



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.

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a flourish.

EXHIBIT "A"

COCONUT CREEK FIRE STATION 113 & ADMINISTRATION Preconstruction Proposal



<u>Preconstruction Phase and Tasks</u>	<u>Staff</u>	<u>Hours</u>	<u>Rate/HR</u>	<u>Total</u>
PRE-CONSTRUCTION MEETINGS (AND OTHER ACTIVITIES)				
<i>Design and Planning Meetings</i>	Project Executive	100.00	\$165	\$16,500
<i>Permit Planning and Initiation</i>	Preconstruction Manager	250.00	\$130	\$32,500
<i>Quality Control Planning</i>	Estimating Support	150.00	\$100	\$15,000
<i>Site Analysis and Logistics Planning</i>	Project Manager	50.00	\$125	\$6,250
<i>Establish Project Procedures</i>	Superintendent	40.00	\$125	\$5,000
<i>Sustainability Opportunities</i>				
<i>Community Outreach</i>				
	SUBTOTAL			\$75,250

SCHEDULING

<i>Master Planning and Scheduling</i>	Project Executive	15.00	\$165	\$2,475
<i>Schedule Evaluation and Preparation</i>	Preconstruction Manager	5.00	\$130	\$650
	Project Manager	40.00	\$125	\$5,000
	Superintendent	15.00	\$125	\$1,875
	SUBTOTAL			\$10,000

CONSTRUCTABILITY REVIEW

<i>Constructability Review</i>	Project Executive	15.00	\$165	\$2,475
<i>Design Coordination Input</i>	Preconstruction Manager	25.00	\$130	\$3,250
<i>Subcontractor Input</i>	Estimating Support	50.00	\$100	\$5,000
	Project Manager	15.00	\$125	\$1,875
	Superintendent	15.00	\$125	\$1,875
	SUBTOTAL			\$14,475

COST ESTIMATING

<i>Schematic Design Phase</i>	Project Executive	50.00	\$165	\$8,250
<i>Design Development Phase</i>	Preconstruction Manager	150.00	\$130	\$19,500
<i>Construction Documents Phase</i>	Estimating Support	200.00	\$100	\$20,000
	Project Manager	25.00	\$125	\$3,125
	Superintendent	10.00	\$125	\$1,250
	SUBTOTAL			\$52,125

VALUE ENGINEERING

<i>Design Option Analysis</i>	Project Executive	25.00	\$165	\$4,125
<i>Value Engineering</i>	Preconstruction Manager	40.00	\$130	\$5,200
<i>Subcontractor Input</i>	Estimating Support	25.00	\$100	\$2,500
	Project Manager	10.00	\$125	\$1,250
	Superintendent	5.00	\$125	\$625
	SUBTOTAL			\$13,700

EXHIBIT "A"
COCONUT CREEK FIRE STATION 113 & ADMINISTRATION
Preconstruction Proposal



GUARANTEED MAXIMUM PRICE

<i>Subcontractor Bidding Administration</i>	Project Executive	50.00	\$165	\$8,250
<i>GMP Proposal Submission</i>	Preconstruction Manager	75.00	\$130	\$9,750
<i>Subcontractor Award and Procurement</i>	Estimating Support	150.00	\$100	\$15,000
	Project Manager	25.00	\$125	\$3,125
	Superintendent	15.00	\$125	\$1,875
SUBTOTAL				\$38,000

PREQUALIFICATION OF SUBCONTRACTORS

<i>Subcontractor Outreach</i>	Project Executive	15.00	\$165	\$2,475
<i>Subcontractor Prequalification</i>	Preconstruction Manager	25.00	\$130	\$3,250
	Estimating Support	50.00	\$100	\$5,000
	Project Manager	10.00	\$125	\$1,250
SUBTOTAL				\$11,975

TOTAL PRECONSTRUCTION SERVICES \$215,525