

AGREEMENT
between
CITY OF COCONUT CREEK
and
CURRIE SOWARDS AGUILA ARCHITECTS, INC.
for
FIRE STATION 113 AND FIRE ADMINISTRATION DESIGN
RFQ NO. 01-22-25-11

This Agreement is made and entered into this _____ day of _____, 2025, by and between City of Coconut Creek, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "**CITY**,"

AND

Currie Sowards Aguila Architects, Inc., a Florida Corporation, its successors and assigns, hereinafter referred to as "**CONSULTANT**".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions, which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 CONTRACT ADMINISTRATOR:** Whenever the term "**CONTRACT ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.
- 1.2 CONSULTANT:** Currie Sowards Aguila Architects, Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 PROJECT:** The nature of the **PROJECT** is to provide professional consulting services and to produce construction ready plans for a new Fire Station (113) and Fire Administration Building as defined in **ATTACHMENT "A" – SCOPE OF WORK**.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 **CONSULTANT'S** services shall consist of the tasks set forth in **ATTACHMENT "A"**, attached hereto and made a part hereof, and shall include professional services, as applicable for the **PROJECT**. **CONSULTANT** shall provide all services as set forth in **ATTACHMENT "A"** including all necessary, incidental and related activities and services required by the **SCOPE OF WORK** and contemplated in **CONSULTANT'S** level of effort.
- 3.2 The **CITY** reserves the right to add or delete tasks shown in **ATTACHMENT "A"** as deemed necessary and based on fund availability.
- 3.3 **CONSULTANT** and **CITY** acknowledge that **ATTACHMENT "A"** does not delineate every detail and minor work Task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** shall notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in **ATTACHMENT "A"**. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.
- 3.4 **CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT'S** intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in **ATTACHMENT "A"** within the time periods specified in the **PROJECT SCHEDULE** included in **ATTACHMENT "A"**.
- 4.2 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement and as described in **ATTACHMENT "A"**. In the event the **CITY** exercises the terms and conditions of 3.2, the contracted fees shall be reduced accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward, and Palm Beach Counties, and approved in writing in advance by the **CITY**. Any such approved costs are payable at the **CITY's** reimbursement rate.
- 5.3 **CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY** on a monthly basis in a timely manner. These invoices should identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same.
- 5.4 **CITY** shall pay **CONSULTANT** monthly for services rendered within thirty (30) days from date of approval of each of **CONSULTANT'S** invoices by the **CONTRACT ADMINISTRATOR**. The parties shall comply with Section 218.70, Florida Statutes, et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, **CITY** will inform **CONSULTANT** and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, **CITY** agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5. Payment will be made to **CONSULTANT** at: Currie Sowards Aguila Architects, Inc.
185 NE 4th Avenue, Suite 101
Delray Beach, FL 33483

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 Services related to a **PROFESSIONAL SERVICES** task, which would increase, decrease or which are outside the level of effort agreed upon by **CITY** and **CONSULTANT** in **ATTACHMENT "A"** shall be services for which **CONSULTANT** must obtain prior written approval of **CITY** before compensation can be paid.

ARTICLE 7

CITY'S RESPONSIBILITIES

- 7.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to the **PROJECT**.
- 7.2 **CITY** shall review the itemized deliverables/documents identified in **ATTACHMENT "A"** and respond to **CONSULTANT** in writing with any comment within the time set forth on the approved Project Schedule.
- 7.3 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 8

MISCELLANEOUS

- 8.1 **TERM OF AGREEMENT:** This AGREEMENT is defined by the Consultant's Competitive Negotiation Act (CCNA), as set forth in Section 287.055, Florida Statutes, as amended from time to time. The design phase is anticipated to be completed within eighteen (18) months, and the construction phase is anticipated to be completed within eighteen (18) months thereafter. This Agreement shall remain in effect until final completion of construction and project closeout, beginning on the date this Agreement is fully executed.

Compensation for all services provided under this Agreement shall be in accordance with the **CONSULTANT's** hourly rates set forth in **ATTACHMENT "A"** and shall remain firm for the entire duration of the Agreement. Any changes to **ATTACHMENT "A"** must be mutually negotiated and agreed upon in writing, and shall require a formal amendment to this Agreement approved by the City Commission prior to becoming effective.

- 8.2 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, photographs, maps, surveys, diagrams, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details, models, reports, plans, and the like, that result from **CONSULTANT'S** services under this Agreement or that are provided in connection with this Agreement shall become and shall remain the property of the **CITY** and the **CITY** shall consequently obtain ownership of them by any statutory law, common law and other

reserved rights, including copyright; however, such documents are not intended or represented by **CONSULTANT** to be suitable for reuse by **CITY** on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability or legal exposure to **CONSULTANT** or to **CONSULTANT'S** independent professional subconsultants. If **CITY** alters any such documents, **CITY** will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

8.3 TERMINATION: This Agreement may be terminated by **CONSULTANT** for cause or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, photographs, maps, surveys, diagrams, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, , reports, plans, and the like that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.

8.4 EXAMINATION OF RECORDS: **CONSULTANT** shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The **CONSULTANT** shall also maintain the financial information and data used by the **CONSULTANT** in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The **CITY** reserves the right to audit the records of the **CONSULTANT** for the services provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by **CITY**. The **CITY** shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**.

8.5 PUBLIC RECORDS:
CONSULTANT shall keep such records and accounts and require any and all **CONSULTANTS** and subconsultants 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 **CONSULTANT** 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 Agreement or termination of the Agreement, 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.

CITY is a public agency subject to Chapter 119, Florida Statutes as amended from time to time. To the extent **CONSULTANT** is a Contractor acting on behalf of the **CITY** pursuant to Section 119.0701, Florida Statutes as amended from time to time, **CONSULTANT** shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, **CONSULTANT** 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 Statute, 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 Agreement term and following completion of the Agreement if the **CONSULTANT** 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 **CONSULTANT** or keep and maintain public records required by the **CITY** to perform the services. If the **CONSULTANT** transfers all public records to the **CITY** upon completion of the services, the **CONSULTANT** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the **CONSULTANT** keeps and maintains public records upon completion of the services, the **CONSULTANT** 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**.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 **CONSULTANT** does not comply with this section, the **CITY** shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

8.6 Trade Secrets and Proprietary Confidential Business Information

Documents submitted by **CONSULTANT** 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), as amended from time to time, and which are clearly marked or stamped as confidential by the **CONSULTANT** at the time of submission to the **CITY**, will not be subject to public access. However, should a requestor of public records challenge **CONSULTANT'S** interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, **CONSULTANT** 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. **CONSULTANT** 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, **CONSULTANT** 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.

8.7 EQUAL OPPORTUNITY: CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.

- 8.8 NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement 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 **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 8.9 SUBCONSULTANTS:** In the event **CONSULTANT**, during the term of this Agreement, requires the services of any subconsultants, or other professional associates in connection with services covered by this Agreement, **CONSULTANT** must secure the prior written approval of the **CONTRACT ADMINISTRATOR**. As part of the approval process, **CITY** shall require subconsultant to comply with the terms of this Agreement, specifically but without limitations, the requirements of this Article 8. **CONSULTANT** shall be responsible for obtaining releases from subconsultants at the time the subconsultants are paid.
- 8.10 ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.
- 8.11 INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to **CONSULTANT** for the work of the contract shall constitute specific consideration to **CONSULTANT** for the indemnification to be provided under the Contract. The **CONSULTANT** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONSULTANT**, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the **CITY**, or any of their agents or employees by any employee of the **CONSULTANT**, any subconsultant, 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 section 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 **CONSULTANT** or any subconsultant under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the **CITY** pursuant to Chapter 768, Florida Statutes as amended from time to time, nor shall it constitute an agreement by the **CITY** to indemnify **CONSULTANT**, its officers, employers, subconsultants or agents against any claim or cause of action. The release and indemnification provided hereunder shall survive the expiration or termination of the Agreement.

8.12 INSURANCE: The **CONSULTANT** shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek.

Neither **CONSULTANT** nor any subcontractor shall commence work under this Agreement 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 **CONSULTANT** will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the **CITY** sixty (60) days notice prior to cancellation.

Throughout the term of this Contract, Successful **CONSULTANT** 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:

8.12.1 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.

8.12.2 Professional Liability/Errors and Omissions Coverage

Professional services will be provided under this Agreement; therefore, the **CONSULTANT** 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 **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this contract.

8.12.3 CONSULTANT acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** 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 **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** 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.

8.12.4 Workers' Compensation

Workers' Compensation insurance with 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 each accident.

8.12.5 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

8.12.6 General

- a) 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.

- b) 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.
- c) Auto Liability and General Liability policies shall be endorsed to provide the following:
 - a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
 - b) 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.
- d) All policies shall be endorsed to provide sixty (60) 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
- e) The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
- f) 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 **CONSULTANT** is Successful Contractor, then prior to commencement of Contract, **CONSULTANT** must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
- g) If **CONSULTANT** 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.
- h) 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.

8.12.7 Insurance Company and Agent

All insurance policies herein required of the Contractor/Vendor/Consultant 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 said state.

8.13 REPRESENTATIVE OF CITY AND CONSULTANT: It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

CONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

8.14 ATTORNEY'S FEES: If a party institutes any legal action to enforce any provision of this Agreement, 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.

8.15 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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 Agreement that are not contained in this document. Accordingly, it is agreed 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 contained in a written document executed with the same formality and of equal dignity herewith.

8.16 NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Sheila N. Rose, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Email: srose@coconutcreek.net

Consultant

Jess M. Sowards, AIA, LEED, AP
Currie Sowards Aguila Architects, Inc.
185 NE 4th Avenue, Suite 101
Delray Beach, FL 33483
Phone: 561-276-4951
Email: jess@csa-architects.com

8.17 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

- 8.18 NON-EXCLUSIVE AGREEMENT:** The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.
- 8.19 WARRANTIES OF CONSULTANT:** **CONSULTANT** hereby warrants and represents as follows:
- A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
 - B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.
- 8.20 GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.
- 8.21 WAIVER OF JURY TRIAL**
BY ENTERING INTO THIS AGREEMENT, EACH OF CONSULTANT AND THE CITY HEREBY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL 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.
- 8.22 CONSULTANT'S STAFF:** **CONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S** employment.
- CONSULTANT** will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** shall staff provide **CONTRACT ADMINISTRATOR** with such information necessary to determine the suitability of proposed new key staff. **CONTRACT ADMINISTRATOR** will be reasonable in evaluating key staff qualifications.
- If **CONTRACT ADMINISTRATOR** desires to request removal of any of **CONSULTANT'S** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT** and provide reasonable justification for said removal.
- 8.23 PRECEDENCE:** In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.
- 8.24 GRATUITIES AND KICKBACKS:**
- 8.24.1 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.

8.24.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a Contract to **CONSULTANT** or higher tier sub-consultant or any person associated therewith, as an inducement of the award of a subcontract or order.

8.24.3 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.

8.25 ANTITRUST VIOLATIONS; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES; DENIAL OF ECONOMIC BENEFITS

Pursuant to Section 287.137, Florida Statutes, 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. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the **CITY**.

8.26 E-Verify Requirements

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

- (a) All persons employed by Vendor/ **CONSULTANT**/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including sub vendors/sub consultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/ **CONSULTANT**/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.

By entering into this Agreement, the **CONSULTANT** 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 to **CONSULTANT** attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. **CONSULTANT** agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes as amended, and

CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. **CONSULTANT** will also be liable for any additional costs to **CITY** incurred as a result of the termination of this Agreement in accordance with this Section.

8.27 FOREIGN GIFTS AND CONTRACTS: The **CONSULTANT** 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."

8.28 HUMAN TRAFFICKING AFFIDAVIT: When an agreement 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.

CURRIE SOWARDS AQUILA ARCH. 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: JESS M. SOWARDS

Title: PRESIDENT

Signature:  Date: 8-15-25

8.29 Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes: **CONSULTANT** 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 **CONSULTANT** has falsely certified facts under this paragraph, or if **CONSULTANT** 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 Agreement 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 **CONSULTANT** provides the **CITY** with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the **CONSULTANT** 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 **CONSULTANT** provides the **CITY** with an affidavit signed by an authorized representative of the **CONSULTANT**, under penalty of perjury, attesting that the **CONSULTANT** 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 Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

CURRIE SOWARDS AGUILA ARCHITECTS 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: JESS M. SOWARDS

Title: PRESIDENT

Signature:  Date: 8-15-25

- 8.30** 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 shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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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 Currie Sowards Aguila Architects, Inc. (Name of party with whom Agreement is made), signing by and through its Principal, Jess Sowards, AIA, LEED AP duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager

Date

Joseph Kavanagh, City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

CONSULTANT

ATTEST:

Keith Beal

(Corporate Secretary)

Keith Beal, Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CURIE SOWARDS AGUILA ARCHITECTS, INC.

[Signature]
Signature of President/Owner

8-15-25

Date

Jess Sowards, AIA, LEED AP

Type/Print Name of President/Owner

