

**AGREEMENT**  
**BETWEEN THE CITY OF TAMARAC**  
**AND**  
**POWERWASHING AND MORE, LLC**

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of May, 2024 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Powerwashing and More, LLC a Florida corporation with principal offices located at 49 N. Federal Hwy, Suite 410, Pompano Beach, FL, 33062 (the "Contractor") to provide pressure cleaning services for public sidewalks, median curbing, median pavers, and buffer walls within the City on a non-exclusive basis.

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

**1. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Bid Document No. 24-06B for "CITYWIDE PRESSURE CLEANING", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), Instructions to Bidders, Scope of Work, Technical Specifications, drawings and/or schematic plans, all addenda, the Contractor's Bid response which were due on March 6, 2024, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 24-06B for "CITYWIDE PRESSURE CLEANING" as issued by City, and the contractor's bid response; Bid 24-06B for "CITYWIDE PRESSURE CLEANING" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**2. THE WORK**

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
  - 2.1.1 Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation, and supervision necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices on a non-exclusive basis.
  - 2.1.2 Contractor shall work within a schedule agreed upon with the City that is estimated to be completed throughout the contract period. Contractor understands that Contractor is not guaranteed any specific amount or quantity of square feet. The City will utilize Contractor on an as-needed basis. The Agreement shall be for the quantities and services actually performed.
  - 2.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

**2.1.4** Contractor shall utilize appropriate barricades and MOT signage while working. Areas shall be marked off and signs posted indicating areas closed to pedestrian traffic. Signs should indicate that people are working. No facility's operations shall be interrupted by the Contractor's activities. The access shall be scheduled, with the concurrence of the parties affected, to hours without interference. All equipment, apparatus or rope coils on the ground shall also be marked off with cones and signs warning pedestrian and/or traffic. Contractor shall provide all safety signs and cones.

**2.1.5** Contractor shall use environmentally safe products, degreasers, cleaners, etc. and must receive City approval prior to application. Cleaning agents used shall not damage nor destroy landscaping, building materials, roofing, and adjacent surfaces. Contractor shall adhere to all manufacturers' instructions regarding safety, dilution rates, and contact times.

**2.1.6** Contractor shall preserve and protect all existing vegetation (such as trees, shrubs, plants, and grass) on or adjacent to the site work which is not to be removed and does not unreasonably interfere with the work. The Contractor shall take care to avoid damage to all painted surfaces, structures, vehicles, and other facilities in the areas of work, which are subject to damage during the work. Special care shall be exercised around all existing utilities. Any costs for repairs of damage shall be the responsibility of the Contractor. The Contractor shall notify the Public Service Department immediately of any damage or deterioration of hardscape

**2.2.** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

### **3. INSURANCE**

**3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Commercial General Liability, Automobile, Workers' Compensation, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

**3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - \$1M/\$2M
- Automobile - \$1M/\$1M

- Workers Comp – Statutory

#### 4. TERM OF CONTRACT

- 4.1 The initial contract period shall be for two (2) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire two (2) years from that date. Upon completion of the initial two (2) year period, the City reserves the right to renew the Contract for one (1) additional two (2) year period providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 4.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contracts Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement

#### 5. CONTRACT PRICING

The Contract Pricing for the above work shall be in accordance with the unit pricing contained within Attachment A. The contract shall be for the actual amount as ordered by the City.

#### 6. PAYMENTS

- 6.1 Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt.
- 6.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

#### 7. ECONOMIC ADJUSTMENT – ESCALATION / DE-ESCALATION

- 7.1 Prices, terms and conditions shall remain firm for a minimum of two (2) years for the term of this Agreement unless modified or canceled in accordance with the provisions of this Proposal. Upon expiration of the initial term of the Agreement, pricing for subsequent renewal periods may then be adjusted on the anniversary date of the Agreement in accordance with the then current Miami Urban Consumer Price Index (CPI), which shall apply to actual costs. During the three (3) years of the term, a pass-through allowance will ONLY be allowed in the event of an increase in material due to an unanticipated extreme or unforeseen volatility in the marketplace due to factors beyond the control of the Contractor which meet the criteria enumerated in Section 7.2 "Equitable Adjustment Provision" of this Agreement herein. Price adjustments must only provide for a pass-through of the actual increase; and under no circumstance will the Contractor be entitled to any price adjustments for additional profit during the life of the agreement. Such requests must be fully documented as detailed in Section 7.3 "Documentation" herein. No additional cost increases will be permitted during the initial term.

- 7.2 **Equitable Adjustment Provision:** The City of Tamarac may, in its sole discretion,

make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss.

- 7.3 Documentation:** Any adjustment will require irrefutable evidence and written approval by the City. The City may elect to provide a one-time increase, an increase for a predetermined period which may be reflected as a change in the unit price or as a surcharge in addition to the unit price, or an increase for the remainder of the contract. In the event of any market decreases the Contractor shall in good faith provide the City with reduced pricing. All requests for Equitable Adjustments must be addressed in writing to the attention of the Purchasing and Contracts Manager, and include appropriate documentation including but not limited to, data from established government or industry indices, market trend data, actual invoices for materials, catalog pricing from Contractor's suppliers, notification from suppliers or manufacturers or other information as agreed upon between the City and the Successful proposer.

## **8. REMEDIES**

- 8.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment.
- 8.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship. Work not meeting the criteria of the City shall be reworked within twenty-four (24) hours of notice.

## **9. CHANGE ORDERS**

- 9.1** The City, without invalidating this Agreement, may order additions, deletions, or revisions to the Scope of Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions, or revisions.
- 9.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Contract, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- 9.3** No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- 9.4** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written

notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

- 9.5 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work.

## **10. AVAILABILITY OF CONTRACTOR**

Contractor shall be reasonably available to the City through telephone or e-mail access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement. This is a non-exclusive Agreement, and the City will utilize a rotation system for scheduling specific projects.

## **11. WARRANTY**

Contractor warrants the services provided are in accordance with the specifications of Bid No. 24-06B. In the event that services do not meet the specifications, the Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

## **12. INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with 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. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 12.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
  - ii. 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 shall be the responsibility of Contractor under the indemnification agreement.

- 12.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

### **13. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

- 13.1** During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.
- 13.2** The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 13.3** The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **14. INDEPENDENT CONTRACTOR**

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

### **15. ASSIGNMENT AND SUBCONTRACTING**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

### **16. NOTICE**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY  
City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to the City Attorney at the same address

**CONTRACTOR**

Name: Powerwashing and More, LLC  
Address: 49 N. Federal Hwy, Suite 410, Pompano Beach, FL, 33062  
FIN/EIN: 86-1254799  
Contact: Scott Peskin  
Email: [scott@greeneearthpowerwash.com](mailto:scott@greeneearthpowerwash.com)  
Phone: 954-777-6977

**17. TERMINATION**

**17.1 Termination for Convenience:** This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

**17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**18. AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

**19. VENUE**

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 fixed in Broward County, Florida.

**20. 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.

**21. SEVERABILITY; WAIVER OF PROVISIONS**



Any provision in this Agreement 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 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 enforceability of that provision or of the remainder of this Agreement.

## **22. UNCONTROLLABLE CIRCUMSTANCES**

**22.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**22.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **23. MERGER; AMENDMENT**

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

## **24. NO CONSTRUCTION AGAINST DRAFTING PARTY**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

## **25. CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **26. SCRUTINIZED COMPANIES - 287.135 AND 215.473**



By execution of an Agreement issued as a result of this proposal, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Proposer certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- 26.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 26.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 26.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - 26.2.2 Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **27. PUBLIC RECORDS**

- 27.1 The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
  - 27.1.1 Keep and maintain public records required by the CITY in order to perform the service.
  - 27.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.
  - 27.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

**27.1.4** Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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.

**27.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

## **28.E-VERIFY**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

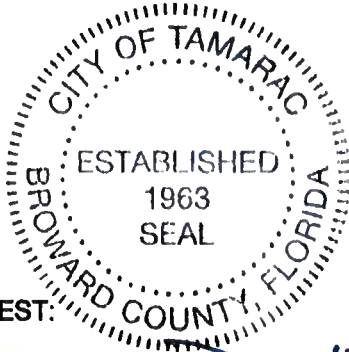
An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **29.CUSTODIAN OF RECORDS**

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President/Owner duly authorized to execute same.



ATTEST:

Kimberly Dillort  
 Kimberly Dillort, CMC  
 City Clerk

Date

05/15/2024

ATTEST:

Signature of Corporate Secretary

Scott Peskin  
 Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CITY OF TAMARAC

Michelle J. Gomez  
 Michelle J. Gomez, Mayor

Date

5/14/2024

To

Levent Suluoglu, City Manager

Date

5/15/24

Approved as to form and legal sufficiency:

City Attorney

Date

5/13/24

Powerwashing and More, LLC  
 Company Name

Signature of President/Owner

Scott Peskin

Type/Print Name of President/Owner

Date

4/8/24

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :  
 COUNTY OF Broward :SS :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Scott Peskin, President of Powerwashing and More, LLC, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of April 8, 2024



Vanessa A. Montesino  
 Signature of Notary Public  
 State of Florida at Large

Vanessa A. Montesino  
 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.