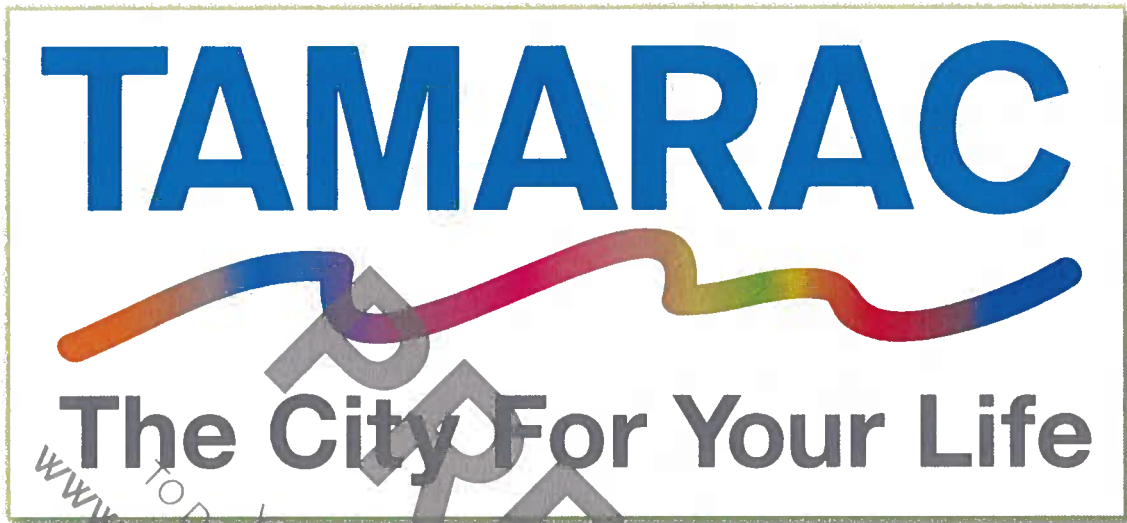


INVITATION TO BID



24-06B

Citywide Pressure Cleaning

Publish Date:
2/7/2024

Bid Due Date and Ceremony:
3/6/2024 at 3:00 PM

All Questions Due:
2/28/2024 by 12:00 PM

[Click here to join the meeting](#)

Meeting ID: 216 191 150 872

Passcode: maj2Lq

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 954-289-2459, 667424094#](#)

United States, Fort Lauderdale

Phone Conference ID: 667 424 094#

[Find a local number](#) | [Reset PIN](#)

Deliver Solicitation To:

<https://tamarac.bidsandtenders.net/Module/Tenders/en>

City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
(954) 597-3570

On behalf of the
Public Services Department

Bonds Required For this Project: No bonds required.

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24-06B

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February 7, 2024**24-06B****ADVERTISEMENT INVITATION TO BID (ITB)**
ALL QUALIFIED BIDDERS:

Sealed Bids, addressed to the Procurement Specialist of the City of Tamarac, Broward County, Florida, shall be received electronically via the City's encrypted procurement management system, bids&tenders™ until **3:00 PM local time, Wednesday, March 6, 2024** for:

24-06B
Citywide Pressure Cleaning

The City of Tamarac is hereby requesting Bids, from qualified Contractors for Citywide Pressure Cleaning Services. The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation, and supervision necessary to perform pressure cleaning services for public sidewalks, median curbing, median pavers, and buffer walls within the City.

The information contained in Bid No. 24-06B document is the minimum that potential proposers must address in their response to the request for bids.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. Local Tamarac Vendors, Broward County Certified Business Entities, Minority-Owned, Woman-Owned, Veteran-Owned and Small Business Enterprises are encouraged to respond to this solicitation.

It is the intent of the City to award this bid to multiple vendors. The City reserves the right to reject any or all Bidders, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.net/Module/Tenders/en>

Armanda Erdle
Procurement Specialist
Publish Sun-Sentinel 2/11/2024

OUR VISION AND MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this quotation invitation.

ACCESSIBILITY

The information contained in this document is available in an accessible format at:
<https://tamarac.bidsandtenders.net/Module/Tenders/en>.

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INSTRUCTIONS TO BIDDERS**24-06B****CITYWIDE PRESSURE CLEANING****INTRODUCTION**

It is the intent of the City to award this Bid to the lowest responsible and responsive Responding firms. The City reserves the right to accept or reject any or all Bids and to waive any informality concerning the Bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the Bid on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the best interest of the City.

1. AUTHORITY

This solicitation is issued pursuant to and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the City of Tamarac Charter; and Chapter 6 "Finance and Taxation", Article V, the Tamarac Procurement Code.

2. REGISTRATION AND SUBMISSION OF THE BID

- 2.1** All bidders / proposers must visit <https://tamarac.bidsandtenders.net/Module/Tenders/en> to download bid documents. Bidders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, bidders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.
- 2.2** Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered.
- 2.3** Bidders shall be solely responsible for maintaining accurate contact data through the Bids and Tenders system. The City shall under no circumstances be responsible for any errors or omissions in vendor's contact information on file with Bids and Tenders. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.
- 2.4** The Responding firm is directed to submit all bids online at <https://tamarac.bidsandtenders.net/Module/Tenders/en> no later than the date and time specified on the cover page of this solicitation document. Bids will not be considered and cannot be entered online after the above referenced closing date. The City will not be responsible for a late bid as a result of the vendor's inability to respond and upload their bid response in a timely manner.

- 2.5** It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document.
- 2.6** All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars; and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.
- 2.7** The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

3. PRE-BID MEETING

The City may hold a pre-bid conference for this project. The information regarding such meeting will be noted on the cover page or advertisement page of this document.

4. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation to Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RB/RP = Re-Bid/Proposal
FQ = Formal Quotation (RFFQ)
IQ = Informal Quotation (RFIQ)
HQ = Housing Quotation (RFHQ)

This suffix will determine what type of solicitation the City will be utilizing.

5. WITHDRAWAL OF BID

Any Responding firm may withdraw its bid prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.net/Module/Tenders/en> if requested prior to the bid opening date and time.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity and may be cause for rejection of the bid.

7. FOREIGN ENTITY OWNERSHIP AFFIDAVIT

Each Offeror shall complete and upload the Foreign Entity Ownership Affidavit to attest to the following:

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign

country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of; and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

9. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

10. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

10.1 Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of sixty (60) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

10.2 Prompt Payment Discounts: Responding firms are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Responding firm shall enter zero (0) for the percentage discount to indicate net 30 days. If the Responding firm does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

10.3 ***IMPORTANT NOTE******* Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

- 10.4** Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

11. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof; without obligation if delivery is not made at the time specified in the solicitation.

12. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

- 12.1** Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired and are not intended to restrict competition unless otherwise specified in the bid. The Responding firm may offer any brand which meets or exceeds the specifications for any item(s) unless the specification specifically requires the use of a certain brand or model to provide for compatibility with existing items already in place at the City.
- 12.2** If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Responding firm shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Responding firm. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Responding firm fails to name a substitute, it will be assumed that the Responding firm has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Responding firm intends to furnish goods identical to the bid standard.

13. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Responding firm's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Responding firm.

14. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Responding firm's officers and/or employees, by the Broward County Sheriff's Office. Responding firm's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Responding firm's qualifications.

15. CLARIFICATION & ADDENDA

- 15.1** It is essential that all vendors receiving a bid or proposal download the document from the City's website.
- 15.2** Any Addenda issued by the City will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to

ensure that they have received all addendums issued for a solicitation prior to submitting a response.

- 15.3** Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this quotation, the Special Conditions and/or the Scope of Work shall prevail.
- 15.4** The Responding firm shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.
- 15.5** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online as shown below.

16. CONTACT INFORMATION AND QUESTIONS FOR ADDENDUM

For inquiries regarding this or any solicitation Bidders must submit questions online at <https://tamarac.bidsandtenders.net/Module/Tenders/en> Once on the webpage bidder should click the solicitation they are interested in and click the "Submit a Question Button". All questions will be reviewed by the City and answered in the form of an addendum which will be uploaded to the City's website and available for all firms registered as plan holders.

The City of Tamarac reserves the right to amend this bid prior to the bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

****** SPECIAL NOTE --** Addendums will only be issued electronically through the City's website. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

17. BID TABULATION

When a IFB or bid Closes an unofficial bid tab will be posted online at: <https://tamarac.bidsandtenders.net/Module/Tenders/en> Responding firms will be able to download the unofficial bid tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards. Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids and quotations or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

18. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, the City reserves the right to reject such bid.

19. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Responding firm's online submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

20. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Responding firms shall be responsible for complying with all the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Responding firms shall note any deviation or variance with the Form Agreement document at the time of the online bid submission.

21. OTHER GOVERNMENTAL ENTITIES

If a Responding firm is awarded a contract because of this Invitation to Bid, responding firm will, if Responding firm has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

22. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the procurement and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

23. DIGITAL FORMS TO BE COMPLETED WITH BID

The following fillable digital forms have been created and must be submitted / acknowledged with each bid:

- Certification
- Vendor Drug-Free Workplace
- Bidder's Qualification Statement
- References
- Scrutinized Companies List
- E-Verify Compliance Acceptance
- Firm's Primary Ownership
- Sub-Contractor Form
- Local, CBE and Veteran Information
- Conviction History Employment Policy Inquiry

24. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

The following forms must be filled out, scanned, and uploaded to the defined section below:

<u>Document Upload #</u>	<u>Required form to be printed, filled-out, scanned in & uploaded</u>
--------------------------	---

24.1 Document Upload 1: Non-Collusive Affidavit & Acknowledgement of Non-Collusive Affidavit.

24.2 Document Upload 2: Certified Resolution.

24.3 Document Upload 3: Certificate of Insurance – Proof of Requirements.

- 24.4 Document Upload 4:** Foreign Entity Ownership Information Affidavit
- 24.5 Document Upload 5:** Equipment, Process, & Chemical Information (See Scope of Work Section 14)
- 24.6 Document Upload 6:** Internal Revenue Service Form W-9.
- 24.7 Document Upload 7:** Proof of MBE/DBE/SBE/CBE by certifying agency.
- 24.8 Document Upload 8:** Conviction History -- Validation that Bidder has policies in place to exclude requesting criminal history information from employment candidates until after the Bidder initially determines that a candidate is otherwise qualified for the job being advertised. Upload your employment application, employee handbook or other proof of compliance.

Failure to provide the requested attachments **may** result in your bid being deemed non-responsive.

25. PREFERENCE FOR LOCAL, CBE AND VETERAN OWNED FIRMS

The City of Tamarac is responsive to our Local Tamarac Vendors (LTV), to the Broward County businesses small businesses who have been certified as a County Business Entity (CBE) and to our Veteran-Owned Small Business Community (VOSB). In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for firms who are part of the Local Tamarac Vendor (LTV), Certified Broward County businesses small businesses (CBE) and to our Veteran Community (VOSB). As such, we offer the following incentives on our Invitation to Bid (ITB) projects in the following preference order:

25.1 Local Tamarac Vendors (LTV)

Definition: "Local Tamarac Vendor" (LTV): A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Tamarac.

Prime Contractors who are part of our Local Tamarac Vendors (LTV) may receive a preference on an invitation to Bid (ITB) if their pricing is at least 8% lower than the lowest responsive bidder. If this occurs, the Prime Contractor will be given an opportunity to submit a Best and Final Offer (BAFO), and if the (BAFO) or revised pricing is at least 1% below the original lowest responsive bidder, the Prime Contractor who is a (LTV) will be recommended for the contract award.

25.2 Broward County Business Enterprise (CBE)

Definition: "Broward Certified Small Business Vendor" (CBE): A business entity certified by the Broward County Office of Economic and Small Business Development (OESBD), and which has maintained a permanent place of business with fulltime employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or

proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from Broward County or the city within Broward County where the business resides. Bidders interested in becoming certified as a County Business Entity are encouraged to go to:

<http://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>
to learn more about the program.

If the Prime contractor is a certified Broward County Business Enterprise (CBE) they may receive a preference on an Invitation for Bid (ITB) if their pricing is at least 2.5% lower than the lowest responsive bidder. If this occurs, the Prime Contractor will be given an opportunity to submit a Best and Final pricing offer (BAFO), and if (BAFO) or revised pricing is at least 1% below the original lowest responsive bidder, that Prime Contractor who is certified as a (CBE) will be recommended for contract award.

25.3 Veteran-Owned Small Business (VOSB)

Definition: "A Veteran-Owned Small Business" (VOSB): as specified in U.S. 38 CFR § 74.1, as amended, is a business that is not less than fifty-one (51) percent owned by one or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for federal business size standard purposes.

If the Prime contractor is a Veteran-Owned Small Business (VOSB) they may receive a preference on an Invitation for Bid (ITB) if their pricing is at least 2.5% lower than the lowest responsive bidder. When that occurs, the Prime Contractor will be given an opportunity to submit a Best and Final pricing offer (BAFO), and if (BAFO) or revised pricing is at least 1% below the original lowest responsive bidder, that Prime Contractor who is a VOSB will be recommended for contract award. The City will consider a VOSB who is 2.5% higher than the lowest bid unless the following occurs: An LTV submits a bid within 5% or a CBE submits a bid within 2.5%.

26. CONVICTION HISTORY EMPLOYMENT POLICIES

- 26.1** The policy of the City of Tamarac is that it will not include any question on any application for employment, inquire either orally or in writing, receive information about an applicant's criminal history background check, or otherwise obtain information about an applicant's criminal history until after the City initially determines that the applicant is otherwise qualified for a position. Once the City has initially determined that an applicant is otherwise qualified, the City may inquire into or obtain information about a criminal record.
- 26.2** The City encourages vendors that do business with the City to adopt and employ conviction history policies, practices, and standards that are consistent with the policies found in the first paragraph of this section herein. The City reserves the right to review all vendors' conviction history policies for consistency with City standards. The vendors' conviction history standards may be part of the criteria to be evaluated by the City when determining whether to

award a City contract to a vendor, and vendors utilizing similar practices as those enumerated in the first paragraph of this section herein. Vendor may receive bonus points when the City is soliciting Requests for Proposal, Requests for Qualifications or Requests for Letters of Interest, unless prohibited by the requirements of Florida or U.S. statutes or codes. Further, the City reserves the right to evaluate a contractor's execution of the conviction history standards as a part of the performance criteria of said City contracts.

- 26.3** Vendors are requested to provide information relating to their policies regarding criminal information history and will be asked to provide information as a part of vendor's electronic response. Vendors with criminal history information procedures may be requested to validate their procedures by providing copies of their written policy and/or copies of their employment applications as part of their electronic submittal response.

27. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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GENERAL TERMS AND CONDITIONS
24-06B
CITYWIDE PRESSURE CLEANING

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such the words "quotation", "bid" and "proposal" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. CONDITIONS OF MATERIALS

All materials and products supplied by the Responding firm in conjunction with this bid shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Responding firm at no cost to the City. Successful Responding firm shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

2. COPYRIGHTS OR PATENT RIGHTS

The Responding firm warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

3. SAFETY STANDARDS

The Responding firm warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall follow Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered because of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

4. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

a. DEFAULT: 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.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if 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.

7. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

8. EMPLOYEES

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful 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, or disability if qualified. 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, genetic information 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. 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.

10. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

11. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the Responding firm of supplying such product(s) as specified.

12. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, responding firm agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Responding firm shall obtain at Responding firm's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and save the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

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

The City reserves the right to require higher limits depending upon the scope of work under this Agreement that may be outlined below.

Neither Responding firm 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 Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Responding firm's liability insurance policies shall be endorsed to add the City of Tamarac as "additional insured". The Responding Firm's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Responding firm shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Responding firm purchase a bond to cover the full amount of the deductible or self-insured retention. If the Responding firm is to provide professional services under this Agreement, the Responding firm must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. A sample Insurance certificate validating that the responding firm has the required insurance coverage that will meets the requirements outlined herein must be uploaded with Responding firm's bid.

13. INDEMNIFICATION

The Responding firm shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees 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 Responding firm or its Subcontractors, agents, officers, employees 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 of Tamarac or its elected or appointed officials and employees. 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.

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. 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.

14. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful 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 any potential 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. Any potential 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. VENUE

Any Agreement resulting from this solicitation 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.

16. SCRUTINIZED COMPANIES

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:

16.1 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

16.2 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:

16.2.1 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

16.2.2 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.

17. RECORDS/AUDITS

17.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

17.1.1 Keep and maintain public records required by the City to perform the service;

17.1.2 Upon request from the City's custodian of public records, 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 a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.1.3 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 contract if the contractor does not transfer the records to the City.

17.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, 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 contract, 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.

17.2 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.

18. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

19. GRANT FUNDED PROJECTS

19.1 The City of Tamarac may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of Tamarac) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

19.2 Title 2 CFR Part 200 requires the City of Tamarac take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area

firms are used when possible. Section 200.321 requires the non-Federal entity (City of Tamarac) to take the following necessary affirmative steps in its procurement process:

- 19.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 19.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 19.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 19.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 19.2.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 19.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

20. E-VERIFY COMPLIANCE

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.

21. 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

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PREVIEW

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SPECIAL CONDITIONS
24-06B
CITYWIDE PRESSURE CLEANING

Upon final award of any Agreement as a result of this solicitation, the successful firms receiving the award shall become the Contractors and shall be responsible to comply with the requirements enumerated in these Special Conditions.

1. ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the Tamarac City Commission. No such approval will be construed as making the City a part of or to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal directly through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that the firm will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

2. SUBMITTALS

Contractor/Vendor/Supplier shall submit all required forms and documents as required by this contract including but not limited to insurance certificates and any required drawings, product data, submittals, etc. within 15 days from the Award.

3. PRICING & PAYMENT

3.1 Best and Final Offer: The City reserves the right to request Best and Final Offers from the lowest responsive and responsible bidders awarded the bid to allow for bid congruity.

3.2 Payment will be made for services and/or equipment that has been furnished/completed, inspected, and tested for its proper use following the proper submission of invoice for City review and approval. Invoices must bear the bid number, purchase order number, project name and project number (when applicable). The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved invoice (application for payment). The Contractor shall invoice the City and provide required warranties (e.g., one-year warranty period – if applicable) following the completion of all services to be provided and/or equipment installation, inspections, certificates of approvals, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed (when applicable) before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

4. CONTRACT DOCUMENTS

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal (including all associated attachments, exhibits, appendices, etc.) executed and submitted by the Contractor, plans and specifications (where applicable), any addenda or bond(s), insurance certificate(s), and the City's Resolution awarding the bid. Any change orders which may be

issued after the award of the contract. All documentation **MUST** be uploaded to the City's website at: <https://tamarac.bidsandtenders.net/Module/Tenders/en>

5. CHANGE ORDERS

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until such change order setting forth the adjustments is approved by the City and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

6. CHANGES IN THE WORK/CONTRACT PRICE

6.1 CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

6.2 CHANGE ORDER

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 Owner/Engineer allows an additional period 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 because 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.

7. CHANGES IN CONTRACT TIME

CHANGE ORDER: The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

8. CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract or remove contract scope as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The City may recover from the Contractor as damages, the difference between the contract cost for the scope of work and actual cost to perform said work by the City, together with any incidental or consequential damages (including 10% markup) but less expenses saved in consequence of the Contractor's breach. The cost of any work covered by

a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the CITY. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

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SCOPE OF WORK

24-06B

CITYWIDE PRESSURE CLEANING

1. DESCRIPTION OF WORK

The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation, and supervision, except as specified herein, necessary to perform pressure cleaning services for public sidewalks, median curbing, median pavers, and buffer walls within the City of Tamarac. The City reserves the right to request individual pricing to pressure clean the following areas: public facilities, public right-of ways, gutters, curbs, medians, patios, pavers, city owned buildings, fences, parks and roofs, etc.

The City intends to award this contract to multiple vendors. The City makes no guarantee of any quantities, and plans to utilize this service as needed.

All proposed work shall be completed in accordance with the project bid documents, scope of work and all applicable federal, state, county, and local regulatory requirements.

2. CONTRACTOR RESPONSIBILITIES

- 2.1** Contractor(s) shall work within a schedule agreed upon with the City that is estimated to be completed throughout the contract period. Contractor(s) shall coordinate work hours and schedules with the City's Public Services Department.
- 2.2** Appropriate barricades and MOT signage shall be used 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.
- 2.3** Approved Maintenance of Traffic (MOT) must be used as needed and approved by the government agency with jurisdiction, such as Broward County, Florida Department of Transportation (FDOT) and the City. If the government entity is other than the City, Contractor shall provide the City with a copy of the approved MOT prior to beginning work.
- 2.4** Contractor may need to apply an EPA approved de-greaser/cleaner/solution/etc. to prime or loosen foreign substances, however the cleaning agent used shall not damage nor destroy landscaping, building materials, roofing, and adjacent surfaces. Adhere to all manufactures instructions regarding safety, dilution rates and contact times. All such cleaning agents used must be environmentally safe products and must receive City approval prior to application. **Contractor must include the name of product and SDS data with response.**
- 2.5** Contractor shall apply an approved algaecide that will prevent the re-appearance of algae for a period of six months. The solution **MUST** be submitted and pre-approved by the Public Services Department prior to use. **This will be part of the bid**

submission criteria outlined in Section 14. All surfaces will be treated with this chemical compound. Biodegradable products are preferred.

- 2.6** The nozzle pressure/tip should not be so great as to move grout or cause damage to hardscapes. Contractor shall not use any tip with a spray pattern narrower than 25°. Use wider tips for soaping or rinsing glass.
- 2.7** If the nozzle pressure/tip of equipment used to loosen and clean hardscapes is insufficient to thoroughly wash the surface, scrub brushes and cleaners may be required to remove the materials and produce a thoroughly clean surface.
- 2.8** All cleaned surfaces shall be rinsed clean, and no fine grit or grime shall be allowed to remain.
- 2.9** The Contractor will 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.
- 2.10** Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards. **Work not meeting the criteria of the City shall be reworked within twenty-four (24) hours of notice.** City personnel will use the following standards to evaluate the performance of the Contractor:
- 2.10.1** Absence of dirt, oil, tar, stains, chewing gum, bird droppings, algae and any other deposits or film which may be present in the work area.
 - 2.10.2** Protection of City property.
 - 2.10.3** Protection of the public and their respective property and safety.
 - 2.10.4** Accumulated water remaining after the cleaning shall be removed completely so that no puddling exists.
- 2.11** Contractor vehicles and personnel uniforms must be properly identified with Company name and logo. The Contractor shall provide experienced and knowledgeable workers with the equipment necessary to provide the services of this contract. The Contractor shall provide on-site supervision of its employees performing work under this contract.
- 2.12** Contractor shall be responsible for collection and disposal of loose trash found in the work areas. Debris removed shall be bagged and disposed of properly.
- 2.13** Any overgrowth on the sidewalks should be reported to the city prior to pressure cleaning.
- 2.14** Immediately following the cleaning of the hardscape areas, all materials generated by the operation shall be collected and placed in Contractor's trash containers or otherwise removed from the site.

3. CONTAMINATED WATER

Only uncontaminated potable water may be used for pressure cleaning. No cleaning agents, unless approved by the City's Public Services Department, or water contaminated from petroleum waste or any other hazardous waste may be allowed to flow into the surface drains. Contractor shall comply with all NPDES requirements regarding the containment of discharge into the storm drain system.

4. PROVISION OF WATER

The City will supply water at no cost to the Contractor that will be funded through the City's general fund. Contractor will be supplied a hydrant meter that must be used at all times when filling tanks for use on City properties pertaining to this contract. Contractor shall keep a daily log of readings that must be submitted with each monthly invoice. Contractor will only have possession of the meter while actively working on City cleaning. **USE OF THESE HYDRANT METERS FOR ANY OTHER PURPOSE IS STRICTLY FORBIDDEN.**

5. WEATHER

No pressure cleaning operations shall be conducted when climatic conditions would make such an operation ineffectual or dangerous. Such climatic conditions include, but are not limited to, heavy rains, heavy winds, and lightning. The City shall, at its discretion, have the right to order the suspension of pressure cleaning operations whenever, in its judgment, weather conditions are such that pressure cleaning operation cannot be carried out effectively.

6. SUPERVISION AND STAFFING

The Contractor(s) shall provide proper daily inspection and supervision by a competent employee for the purpose of ensuring that pressure cleaning is properly done in accordance with the provisions of this contract. The Contractor's Supervisor shall, at all times, make themselves available at any place within the City limits during the regular workday or at any other times the designated area is being pressure cleaned. This should be done by telephone notice given from the City to the Contractor to aid in resolving any problem matter.

6.1 Project Supervisor. Unless the Contractor is available as required herein, the Contractor shall provide a Project Supervisor to be available during the normal hours of operation to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration, and coordination of all required services. The Contractor shall provide the name(s) and telephone(s) of the Project Supervisor(s) within one week after contract award date. The Contractor shall provide written notice to the City in advance of any change of the Project Supervisor. The Project Supervisor shall return all calls from the City within (2) two hours.

6.2 Alternate Project Supervisor. The Contractor shall designate at least one Alternate Project Supervisor to act for the Project Supervisor with the same authority during absences of the Project Supervisor (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Supervisor(s) within one week after contract award date. The Contractor shall provide written notice to the Director in advance of any change of Alternate Project Supervisor.

6.3 Contractor Employee Skills Required. The Contractor's employees performing the services required by this Agreement shall have specialized training, prior work

experience, or the demonstrated technical skills to fulfill the specific requirements of this Scope of Work and the Agreement.

6.4 Standards of Conduct for Contractor Personnel. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct; and for taking disciplinary action against their employees as necessary. No Contractor employee under the influence of alcohol, drugs, or any other incapacitating agent shall be allowed on the jobsite. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the Agreement.

6.5 Personnel Uniforms. All Contractor personnel shall wear uniforms that are clean and neat and free of wrinkles, tears, holes, frayed edges, spots, stains, and logos or graphics other than company identification patches. All uniforms should identify the name of the Contractor. Uniforms shall be clearly distinguishable from City employee uniforms. Each crew member shall wear an identification card with a photograph or a high-visibility uniform/ safety vest that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City site.

6.6 Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City and the general public. Smoking is NOT permitted in any City facility or City grounds.

6.7 All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.

7. MISSED AREA PROCEDURES & PERFORMANCE

The Public Services Director or their designee will monitor the Contractor's work performance. All areas cleaned by the Contractor must present an appearance which is completely satisfactory and within the cleanliness standards of the Public Services Department. Any deficiency in the Contractor's performance shall be reported in writing to the Contractor, and the Contractor shall correct such deficiencies no later than twenty-four (24) hours following receipt of such notice. In the case of continuous missed area and/or numerous citizen complaints, the Contractor may be subject to breach of contract.

8. QUALITY ASSURANCE

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

9. CITY'S AUTHORITY

The City authorized representative is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere

in the Agreement, and said authority remains solely with the City. In the event that the Contractor effects any such changes at the direction of any person other than the City authorized representative, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the City shall have the authority to accept/reject materials, workmanship and to make minor changes in work or schedule, not involving extra cost. When the performance of the work or completion per schedule is determined to be sub-standard, the City may (1) recommend that all or a portion of payment be withheld, and/or forfeited for delay be assessed; and/or (2) direct the work be accomplished by either City forces or separate contractor, in order to complete the necessary work as close to schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly. The City, or its authorized representative shall decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate sources.

10. PROTECTION OF PROPERTY

- 10.1** The Contractor shall at all times use all means necessary to protect property during and after service. The Contractor, and any personnel in or around the work site, shall protect against damage or loss to City property and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage. The Contractor and its subcontractor(s) shall clean and repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- 10.2** The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.
- 10.3 Contractor's Vehicles:** Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing. The Contractor will be required to maintain fully equipped service vehicles necessary to perform the services requested herein.
- 10.4 Security of Contractor-Owned Property:** The Contractor shall be responsible for the security of Contractor-Owned Property. The City assumes no liability for Contractor owned equipment.

11. SERVICE HOURS

- 11.1** Services provided Monday through Friday from 8 AM to 6 PM shall be at the contracted regular hourly rate. Any work performed outside these hours will require prior City approval. Work not adjacent to residential property (e.g. City facilities) may occur outside these hours, as approved by the City, to minimize disruption and inconvenience to City operations, employees, and customers. This includes, but is not limited to, overnight pressure cleaning on heavily travelled streets. All such scheduled and approved work shall be completed at the contracted regular rate.
- 11.2 Extra Work:** Extra work will not be initiated without written authorization. In high-priority situations, a not to exceed price may be submitted by the Contractor via e-mail for

review/approval by the City. All labor shall be quoted on a "not to exceed" basis and the City will only pay for labor actually incurred.

- 11.3** Emergency Work, as defined within this document, may be charged at 1 ½ times the contracted regular hourly rate, if the work is completed within the specified time frame, and not more than 48 hours from time of request.

12. RELATED AND ANCILLARY SERVICES

- 12.1** City reserves the right to negotiate with the vendor for the purchase of additional related pressure cleaning services not specifically covered herein. City reserves the right to solicit these services from other vendors at its discretion.
- 12.2 Roadway oil spot treatments** (not located on designated cleaning area): Contractor may be requested to treat oil spots on roadways including, but not limited to hydraulic fluid, motor oil, etc. Contractor must use a de-greaser product that is scrubbed into the oil or fluid contaminated area. The City will not accept any de-greaser or cleaning product to briefly soak into the concrete or asphalt. The area must then be washed with pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi) with a water temperature of 200 (Fahrenheit) degrees or higher. Contractor must use a pressure wand in these areas, rather than a surface scrubber. When cleaning oil spots, visible oil spills and solids, contractor will need to collect and properly dispose of contaminated water and not direct it to the stormwater conveyance system. Contractor is expected to adhere to all OSHA, state, city, county, and FDEP regulations regarding discharges of pollutants to waters. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Contractor may recommend any product or type of cleaning that may be equal to or better than the techniques listed. However, any recommendations must be submitted with the Contractor's bid submission. Alternate products / techniques submitted will be reviewed and approved or denied by the City.

13. QUALIFICATION OF BIDDERS

To be eligible for award of this project, the Bidder must be regularly engaged in providing services as described in this ITB and can provide evidence that they have established a satisfactory performance record in meeting the minimum requirements established herein. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities promptly and satisfactorily based on the criteria outlined in the Scope of Work.

14. EQUIPMENT, PROCESS, & CHEMICAL INFORMATION

The following information is required to be submitted as part of your bid submission:

- 14.1 Primary Equipment and Personnel:** The Contractor shall be fully qualified and experienced in this service and must provide with their bid submission a list of equipment and number of personnel available to perform these services.
- 14.2 Chemical Application Process / Algaecide:**

- 14.2.1** Identify the chemical application process/algaecide that warrants against algae and/or mildew reappearing for a period of 6 months. Contractor must include the name of product and SDS data with response.

14.2.2 It is the City's intention and preference to utilize cleaning techniques limited to water and algaecide, however, if contractor plans to use approved cleaning solutions as a normal component of the pressure washing procedure, this **MUST** be noted in the bid submission and **MUST** be included in the per square foot cost submitted.

14.3 EPA Approved De-greaser / Cleaner / Solution: Contractor may need to apply an EPA approved de-greaser/cleaner/solution/etc. to prime or loosen foreign substances, however the cleaning agent used shall not damage nor destroy landscaping, building materials, roofing, and adjacent surfaces. Adhere to all manufactures instructions regarding safety, dilution rates and contact times. All such cleaning agents used must be environmentally safe products and must receive City approval prior to application. Contractor must include the name of product and SDS data with response.

14.4 Provide an estimated time to complete all Flatwork with MOT (approx. 1,000,000 SQ FT)

15. TERM OF CONTRACT AND RENEWALS

The contract term shall be for an initial period of **two (2)** years, beginning after Notice to Proceed (NTP). The City reserves the right to renew the contract for **one (1)** additional two (2) year period, totaling four (4) years, providing all parties agree to the extension and renewal terms.

16. PROJECT ESTIMATE

The total annual project estimate is: **Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00).**

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BID SCHEDULE
24-06B
CITYWIDE PRESSURE CLEANING

The Bidder hereby declares that he or she has carefully examined the scope of work and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the specifications, which are made a part thereof at the following prices offered.

The City intends to award this contract to multiple vendors. Determination for Award shall be to the lowest responsive/responsible bidders. Work will be assigned based on vendor pricing, availability, and performance. Quantities shown are the estimated annual quantities per vendor. The City makes no guarantee of any quantities, and plans to utilize this service as needed.

Bidder agrees that any unit price listed is to be multiplied by the estimated quantity requirements listed below in order to arrive at the total price. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the City.

The City reserves the right to reject any or all Bids, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders or take any other such actions that may be deemed to be in the best interests of the City. The full bid schedule is available online at:
<https://tamarac.bidsandtenders.net/Module/Tenders/en>

(NOTE: THIS IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. BIDDER MUST UPLOAD ALL PRICING USING THE ON-LINE BID FORM!)

Bid Schedule 1					
Pressure Cleaning with MOT					
#	Description	UOM	QTY	Unit Price	Total Price
1	Flatwork with MOT (Maintenance of Traffic)	SqFt	1,000,000	\$ _____	\$ _____
2	Buffer Walls, Walls, and Fences (Up to 10')	SqFt	40,000	\$ _____	\$ _____
3	Miscellaneous Items Not Covered Above	Hour	150	\$ _____	\$ _____
Grand Total:					\$ _____
Note: Cost proposal per square foot shall include all labor, equipment, and materials including algaecide.					

Bid Schedule 2

Additional Pressure Cleaning Services (Optional)

#	Description	UOM	QTY	Unit Price	Total Price
1	Pitched Roof	SqFt	10,000	\$ _____	\$ _____
2	Chemical Rust Remover Application	SqFt	5,000	\$ _____	\$ _____
3	Chemical Rust Remover Application	Gallon	50	\$ _____	\$ _____

Note: Cost proposal for Chemical Rust Remover Application may be quoted per SqFt, per gallon, or both. This application should be quoted as part of a job and not as a separate service.

All square footage measurements included are ESTIMATES and are provided as a reference. Rates shall be charged at the proposed unit rate (per square foot) and areas shall be "trued up" following the completion of the work. Invoiced work shall be adjusted up or down depending upon the actual square footage. The City retains the right to verify square footage, and the City shall have the final determination on area of any serviced location(s).

Sidewalks and Curbs (curbing area is generally calculated by multiplying linear footage by 3' (three feet). Sidewalk area shall be calculated using observed dimensions.

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SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ 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 ____ corporation with principal offices located at ____ (the "Contractor") to provide services to clean, inspect and repair of the City of Tamarac's Stormwater Drainage System.

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", issued by the City of Tamarac on ____ including all conditions therein. (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated ____, 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, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.
 - 2.1.2 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.
 - 2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
 - 2.1.4 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, Workers' Compensation, Commercial General Liability, Builder's Risk 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 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 first two (2) year period, the City reserves the right to renew the Contract for one (1) additional two (2) year periods 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 SUM

The Contract Pricing for the above work shall be in accordance with the unit pricing contained within Attachment A and shall not exceed: XXX Dollars (\$XXX.XX) for the term of the contract. 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. REMEDIES

- 7.1** 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.
- 7.2** 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.

8. CHANGE ORDERS

- 8.1** All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 8.2** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City; and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.
- 8.3** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 8.4** 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.
- 8.5** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

- 8.6** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.7** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.8** 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. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically

provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11. WARRANTY

Contractor warrants the service 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 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:
Address:
FIN/EIN:

Contract Licensee:
Contact:
Email:
Phone:
Fax:

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. Written notice of cancellation of this agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). The Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by the Contractor until all documentation is delivered to the City.

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, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

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

26.1 By execution of this Agreement, Contractor 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 the Iran Petroleum Energy Sector List, or 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.

- 26.2** Submitting a false 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.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Company Name

Signature of Corporate Secretary

Signature of President / Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President / Owner

(CORPORATE SEAL)

Date



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

THIS AGREEMENT is made and entered into this 8th 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 Peaklin
Email: 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.

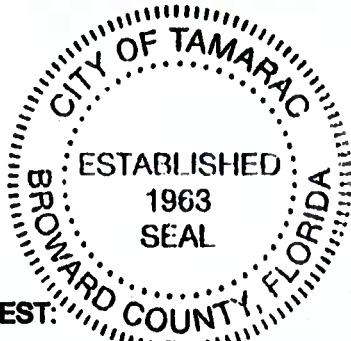
An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that 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 Dillor
 Kimberly Dillor, 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

Levent Sircuoglu
 Levent Sircuoglu, 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. Montezino
Signature of Notary Public
State of Florida at Large

Vanessa A. Montezino
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.

