



City of Pembroke Pines

PRESSURE WASHING SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this 20th day of October, **2021** (“**Effective Date**”) by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

POWER WASHING AND MORE LLC d/b/a GREEN EARTH POWERWASHING, a Limited Liability Company (LLC), as listed with the Florida Division of Corporations, with a business address of **1386 W Camino Real, Boca Raton, Florida 33486** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties" and individually as a “Party”

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

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

1.1 On **April 27, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **city-wide pressure washing services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Invitation for Bid # PSPW-21-01
“Citywide Pressure Washing Services”

1.2 On **May 18, 2021**, the bids were opened at the offices of the City Clerk.



1.3 On October 20, **2021**, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide **city-wide pressure washing services**, on an as-needed basis, for specific projects identified by CITY from time to time pursuant to the requirements set forth herein. CONTRACTOR hereby agrees to perform the **city-wide pressure washing services**, at various locations throughout the City of Pembroke Pines ("Property"), as more particularly described in and in accordance with the Scope of Work outlined in the specifications, "**IFB # PSPW-21-01**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 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 available to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings or phone calls with CITY's designee at least once a month to discuss the progress of the **city-wide pressure washing services**, as more particularly described in **Exhibit "A."**

2.4.1 CONTRACTOR shall identify a Project Foreman to be available during the normal hours of operation, responsible for the supervision, administration, and coordination of all services required herein, within one (1) week of the contract award date. The Contractor shall also designate at least one (1) Alternate Project Foreman to act for the Project Foreman with the same authority during absences of the Project Foreman (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Project Foreman and Alternate Project Foreman(s) to the CITY within one (1) week after contract award date. CONTRACTOR shall also provide written notice to the CITY in advance of any change of the Project Foreman or Alternate Project Foreman.



2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 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 CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the services on an as-needed basis, from time to time, upon the written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any services identified in **Exhibit "A"**.

2.9 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

2.10 Services performed by CONTRACTOR shall be in accordance with CITY's requests, unless the Parties agree in writing to modify or change the schedule of services. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

2.11 The use of subcontractors by CONTRACTOR to perform the services herein required shall not be permitted unless CONTRACTOR receives the CITY's prior approval in writing.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the **city-wide pressure washing services**, on an as-needed basis, pursuant to the terms set forth herein, for a **five (5) year** period commencing **October 1, 2021** and expiring on **September 30, 2026**.



3.2 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.3 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **seven (7) calendar days** of written notice by the 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.

3.4 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR for services performed pursuant to this Agreement, in accordance with the pricing set forth in **Exhibit "B"**, an amount **NOT TO EXCEED THREE HUNDRED TWENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$329,000.00)** for the initial year of the Agreement, payable in monthly payments for actual services performed and properly invoiced.

4.2 Pricing shall remain firm for one (1) initial contract year. After the initial contract year, and annually thereafter, the per unit rates shall be automatically increased in accordance with the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area as published by the Bureau of Labor Statistics, U.S. Department of Labor for the annual change as of the most recent month of April or four-percent (4%), whichever is less, but not less than zero (0).

4.3 During the term of this Agreement, effective October 1st, the annual compensation amount not to exceed shall be increased in accordance with the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area as published by the Bureau of Labor Statistics, U.S. Department of Labor for the annual change as of the prior month of April.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.5 **Method of Billing and Payment.** CONTRACTOR shall submit invoices to the CITY for payment for actual services performed in accordance with the terms of this Agreement; invoices shall include information such as a description of the area, services performed, date of service, and any other information reasonably required by CITY. The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the invoice, pay the CONTRACTOR the



amount approved by the CITY's Public Services Director or his/her assignees. Payment will be made to CONTRACTOR at:

**Power Washing and More LLC d/b/a Green Earth Powerwashing
1386 W Camino Real, Boca Raton, FL 33486**

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in **Exhibit "A,"** to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been provided for in **Exhibit "A"** and specifically requested by CITY, or more particularly described in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 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.

6.3 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.



6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 **INSURANCE**

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000



2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

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7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

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7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the



CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.



7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

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 all 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 Workers' 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, Federal, 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 has 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.



ARTICLE 10
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 Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither 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, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 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.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it



impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)** per inspection not meeting the specifications during any such inspection. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or



for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can



be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17 **DISPUTE RESOLUTION**

17.1 Operations During Dispute.

17.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.1.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18 **PUBLIC RECORDS**

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

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and



18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 governmental entity for goods or services of:

19.1.1 Any amount if, at the time 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

19.1.2 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:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or



19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or drotstein@ppines.com.

20.4 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the



requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date



of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, studies, plans, drawings, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

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

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance



City of Pembroke Pines

with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: **Scott Peskin, President**
Power Washing and More LLC
dba Green Earth Powerwashing
1386 W Camino Real,
Boca Raton, Florida 33486
E-mail: info@powerwashingandmore.com
Telephone No: (954) 777-6977

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or



agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

22.16.1 **Services to be Performed at CITY Charter Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene Graham

E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
October 27, 2021

BY: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe

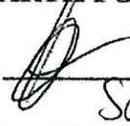
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Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge

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CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

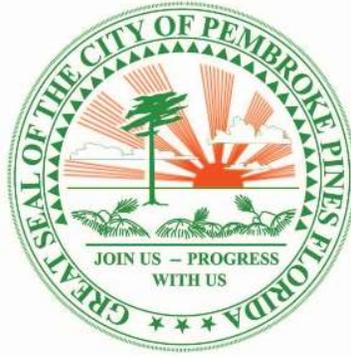
**POWER WASHING AND MORE LLC DBA
GREEN EARTH POWERWASHING**

Signed By: 

Name: *Scott Preskirk*

Title: *Managing Member*

Exhibit "A"



Citywide Pressure Washing Services

Invitation for Bids # PSPW-21-01

General Information		
Project Cost Estimate	\$700,000	See Section 1.4
Project Timeline	This contract shall be for an initial five year period with no renewal terms.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Question Due Date	May 10, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 18, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
 PROCUREMENT DEPARTMENT
 8300 SOUTH PALM DRIVE
 PEMBROKE PINES, FLORIDA 33025
 (954) 518-9020



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ATTACHMENTS

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Attachment B: Non-Collusive Affidavit

Attachment C: Proposers Background Information

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Contractual Services Agreement**

Attachment F: References Form

Attachment G: City Maps

Attachment H: Pembroke Pines Noise Abatement Ordinance

Attachment I: General Sidewalks, Medians and Curb Areas to be cleaned annually



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSPW-21-01 Citywide Pressure Washing Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppin.es.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, May 18, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform citywide pressure washing services to include, but not limited to sidewalks, curbs, and medians in the City's ROW, as well as patios, pavers, buildings, walls, fences, and roofs of City owned facilities in accordance with the terms, conditions, and specifications contained in this solicitation.

The City anticipates approximately 6 million square feet of flat work be to pressure cleaned each year, however the City does not guarantee the amount of area that will actually be requested each year.

In addition, please note that pursuant to section 3.24, the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City.



1.3 SCOPE OF WORK

The Contractor shall furnish all labor, vehicles, chemicals, tools, materials, equipment, transportation, and supervision, except as specified herein, necessary to perform pressure washing services for the City of Pembroke Pines. Areas of work shall include, but will not be limited to: sidewalks, curbs, medians, patios, pavers, buildings, walls, fences, and roofs.

1.3.1 Completion Criteria

- A. Hardscape areas shall be cleaned free of all dirt, stains, gum, oil, tar, and residue to present a high quality appearance following each scheduled visit.
- B. Accumulated water remaining after the cleaning shall be removed completely so no puddling exists.
- C. Until dry, the areas, where practical, shall be barricaded, locked or otherwise isolated.
- D. The Contractor shall clean all ground level work areas up to the entrance doors of each building. This includes, but is not limited to: steps, handicap ramps, side entrances, etc.
- E. The Contractor shall also meet the criteria for cleaning as specified below.

1.3.2 Contaminated Water

- A. Only uncontaminated potable water may flow into surface drains. No cleaning agents, unless approved by the City's Utility 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.

1.3.3 Operating Criteria

- A. All trash, broken glass, and other debris and contaminants shall be removed from hardscapes prior to cleaning operations.
- B. Steam cleaners are not required as part of this contract, as a result, the Contractor is not expected to steam clean surfaces.
- C. At the beginning of cleaning operations, the Contractor shall strategically place approved signage at appropriate locations to identify to patrons that cleaning is taking place and that the walkways may be slippery. At all times Contractor shall safe guard the public from conditions made unsafe by the Contractor's operations.
- D. During cleaning operations, should the Contractor notice a hazardous condition, he shall make the area safe by barricading the area and notifying the City representative immediately. It shall be the City's responsibility to remedy the unsafe condition unless the Contractor created the condition.
- E. Any damage to private property caused by Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this agreement.
- F. The nozzle pressure of equipment shall not be so great so as to dislodge tile/paver grout or cause damage to hardscapes.



- G. If the nozzle pressure 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.
- H. All cleaned surfaces shall be rinsed clean and no fine grit or grime shall be allowed to remain.
- I. Glass surfaces, which may get wet as a result of cleaning operations, shall be hand-dried immediately after the conclusion of the operation in the immediate area.
- J. 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.
- K. All areas barricaded while drying shall be opened by Contractor and made available for use when the area(s) are completely dry.
- L. Contractor shall provide all necessary Maintenance of Traffic (MOT) as required by the Florida Department of Transportation while performing work in any public Right of Way (ROW).
- M. All pressure washing activities shall include the application of algacide.
- N. Rust remover shall be as needed and ordered by the City's Contract Manager.
- O. The City will provide a hydrant meter for the awarded Contractor(s) to utilize on City projects, at no additional cost.
- P. Work shall generally take place during the day, however work may be performed at night on most streets and can be scheduled with the City's Contract Manager.
- Q. Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including Attachment H "Pembroke Pines Noise Abatement Ordinance", Chapter 96 of the City's Code of Ordinances.

1.3.4 Personnel

- A. **Project Foreman.** Unless the Contractor is available as required herein, the Contractor shall provide a Project Foreman 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 Foreman(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 Foreman. The Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement. The Project Foreman shall return all calls from the City within two hours.
- B. **Alternate Project Foreman.** The Contractor shall designate at least one Alternate Project Foreman to act for the Project Foreman with the same authority during absences of the Project Foreman (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Foreman(s) within one week after contract award date. The Contractor shall provide written notice to the City's Contract Manager in advance of any change of Alternate Project Foreman. The Alternate Project Foreman shall be able to understand, speak, read, and write the English language as is necessary for the fulfillment of the terms of the Agreement.



- C. **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.
- D. **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 his 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.
- E. **Personnel Uniforms.** All Contractor personnel shall wear uniforms that are clean and neat and free of wrinkles, tears, holes, frayed edges, spots, stains, body odor, 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. Staff must have highly visible (class 3 MOT) clothing while working on ROW.

1.3.5 Other Requirements

- A. **Experience.** Contractor must have at a minimum of 3 years' experience working for other municipalities with a similar scope. Similar experience with private sector and miscellaneous Roadway Agencies (FLDOT, Turnpike, MDX, for example) may also meet this requirement.
- B. **Staffing.** No subcontracting is permitted. All staff must be employed by the contractor with proper training and/or experience.
- C. **Special Certification.** Due to the potential of lead based paints, Contractor must be LEAD-SAFE CERTIFIED with the EPA.
- D. **Equipment.** Contractor must have minimum of 1000 gallon water tank(s) per truck. All trucks that are used on the ROW are to be equipped with 6' wide or larger arrow boards. Equipment must produce a minimum of 10 GPM on pressure cleaning pump and produce pressure at a minimum 3K PSI. Equipment can be mounted on a trailer or a truck.
- E. **Security of Contractor Owned Property.** The Contractor shall be responsible for the security of Contractor Owned Property.
- F. **Extra work.** Extra work will not be initiated without written authorization. In emergency situations, a not to exceed price may be submitted by the Contractor via email 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.
- G. **Routine Work Schedules.** The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. A copy of these schedules shall be provided to the City prior to performance, and any changes in scheduling shall be reported in writing and subject to the approval of the City's Contract Manager. The schedule shall include areas to be cleaned, days of the week, times and what person/crew will be performing specific work in accordance with the



specification. Once the initial schedule of “routine work” is completed the Contractor shall notify the City in writing before any changes are made.

- H. **City’s Authority.** The City’s Contract Manager, or 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’s 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 forfeiture 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.
- I. **Inspections, Deductions, & Liquidated Damages.** Contractor will notify the City’s Contract Manager of daily work completed and any changes to the schedule, inspection of completed work will follow. The City’s Contract Manager or its designated representative shall regularly inspect all City property subject to this Agreement. Contractor will invoice monthly for all work completed and inspected by the City’s Contract Manager or designee. If said inspection results in discovery of work that is not performed in the manner, and to the professional degree set forth in the Specifications, Contractor agrees that the City shall deduct from Contractor’s next monthly payment, the City’s actual or estimated cost of performing the work to bring the property into conformance with the specifications. Additionally, City shall impose liquidated damages of up to \$300.00 per inspection not meeting the specifications during any such inspection.

1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately \$700,000 annually.

This contract shall be for an initial five year period with no renewal terms.

The work shall be commence within 30 days from issuance of CITY’s Notice to Proceed, with an estimated start date of July 1st, 2021.

The contracted rates shall remain firm for an initial contract year. After the initial contract year, and annually thereafter, the per unit rates shall be automatically increased according to the



annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 4%, whichever is less but not less than zero.

1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. Please note that this is not a requirement, however it is a request. The City may contact the proposer to address any discrepancies with the bidder's name.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Background Information

1.5.4 Attachment F: References Form

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes



acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.6 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to purchasing@ppines.com to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be found at <https://www.ppines.com/784/Vendor-Registration> and can be completed prior to the bidding process and do not need to be attached to your submittal.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile

1.6.4 Commodity Codes

1.6.5 Sworn Statement on Public Entity Crimes Form

**1.6.6 Local Vendor Preference Certification**

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.7 Local Business Tax Receipts**1.6.8 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.9 Equal Benefits Certification Form**1.6.10 Vendor Drug-Free Workplace Certification Form****1.6.11 Scrutinized Company Certification****1.6.12 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 27, 2021
Question Due Date	May 10, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	May 12, 2021
Proposals will be accepted until	2:00 p.m. on May 18, 2021
Proposals will be opened at	2:30 p.m. on May 18, 2021
Recommendation of Contractor to City Commission award	June 16, 2021

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on May 18, 2021**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

- 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

2.7.2 Waiver of all Rights of Subrogation against the CITY.

2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated 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 contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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 Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- (a) Any amount of, 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 s. 215.4725, or is engaged in a boycott of Israel; or



(b) 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:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH PSPW-21-01 titled “Citywide Pressure Washing Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Background Information	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Company Profile	Yes <input type="checkbox"/>
Commodity Codes	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
E-Verify System Certification Statement	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option:

Item #	Item Description	Unit Price	Estimated Annual Quantity	Unit of Measure	Total Cost
1)	Ground Level Work*	Price to be Submitted Via BidSync	6,000,000	Sq. Ft.	Price to be Submitted Via BidSync
2)	Walls and fences up to 10'	Price to be Submitted Via BidSync	275,000	Sq. Ft.	Price to be Submitted Via BidSync
3)	Walls and fences up to 20'	Price to be Submitted Via BidSync	275,000	Sq. Ft.	Price to be Submitted Via BidSync
4)	Walls above 20' (city will provide lift)	Price to be Submitted Via BidSync	400,000	Sq. Ft.	Price to be Submitted Via BidSync
5)	Single story roof	Price to be Submitted Via BidSync	100,000	Sq. Ft.	Price to be Submitted Via BidSync
6)	Two story roof	Price to be	100,000	Sq. Ft.	Price to be

		Submitted Via BidSync			Submitted Via BidSync
7)	Chemical rust remover application	Price to be Submitted Via BidSync	1,000,000	Sq. Ft.	Price to be Submitted Via BidSync
8)	Miscellaneous items not covered above**	Price to be Submitted Via BidSync	100	Hour	Price to be Submitted Via BidSync

Notes:

*Ground level work shall include, but not be limited to, sidewalks, driveways, medians, curbs, parking bumpers, patio floors, and outdoor sporting surfaces such as basketball courts and pool decks. Proper MOT shall also be provided for ROW work.

**Miscellaneous hourly rate shall include the cost of one worker and all necessary equipment and supplies. This shall cover work such as pressure cleaning Playground Equipment, that can't be easily categorized into the previous line items.



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

2) At what address was that business located?

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD[YY])
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED YOUR COMPANY NAME HERE	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	
Companies providing coverage		

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER. AUTHORIZED REPRESENTATIVE
City Must Be Named as Certificate Holder		



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, «Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

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

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "«**Solicitation_Type_Abbreviation**» # «**Solicitation_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 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.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



2.7 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 CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the 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.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner's contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
RESERVED

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 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.

7.3 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.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



City of Pembroke Pines

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident



\$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 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 all 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 Workers' 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, H.U.D., 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 has 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.



ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither 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.

11.2 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.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 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 Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
GOVERNING LAW AND VENUE

13.1 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 shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.



ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

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

19.1.1 Keep and maintain public records required by the CITY to perform the service;



19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney



City of Pembroke Pines

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor **«Vendor_Contact_Title»**
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, «Contract_Signature_Year».

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project:

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Contract Type:

The results/deliverables of the project:

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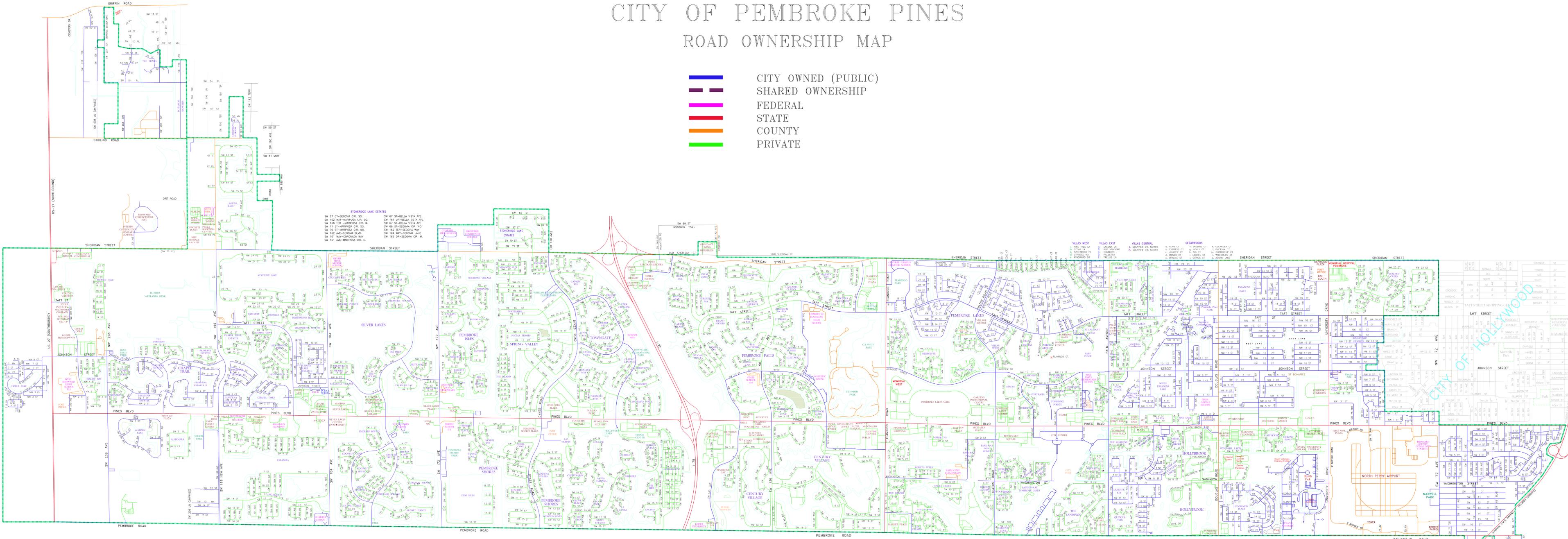
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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

CITY OF PEMBROKE PINES ROAD OWNERSHIP MAP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

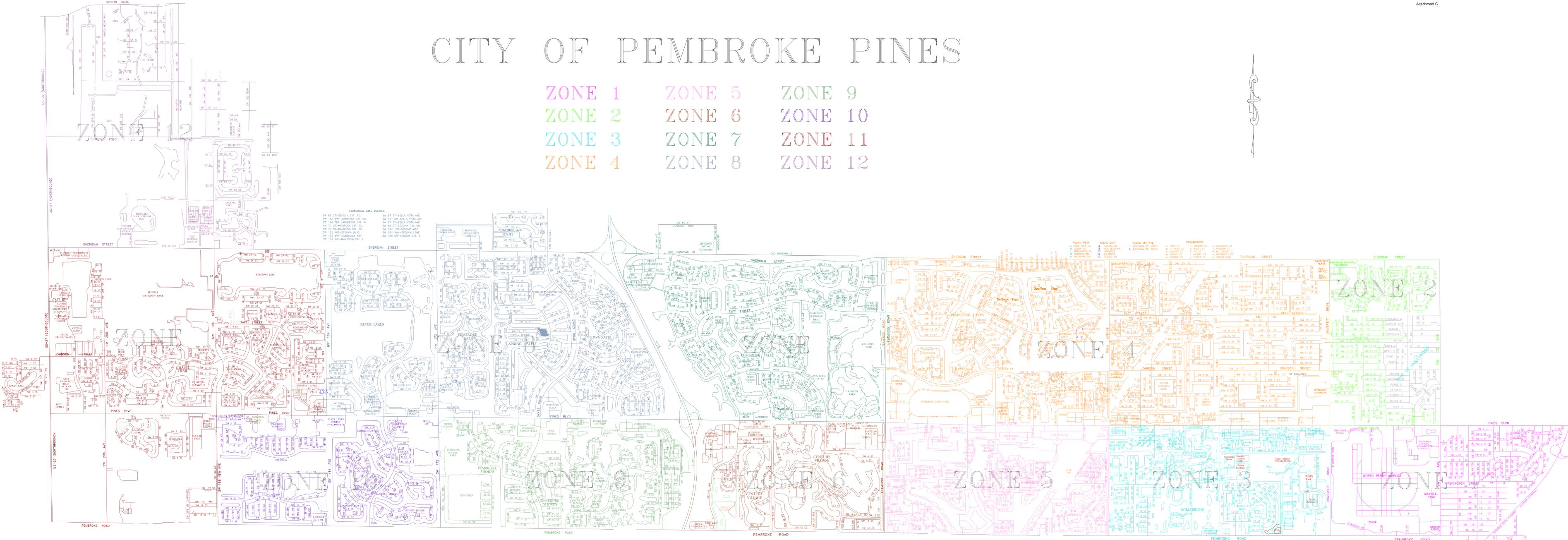


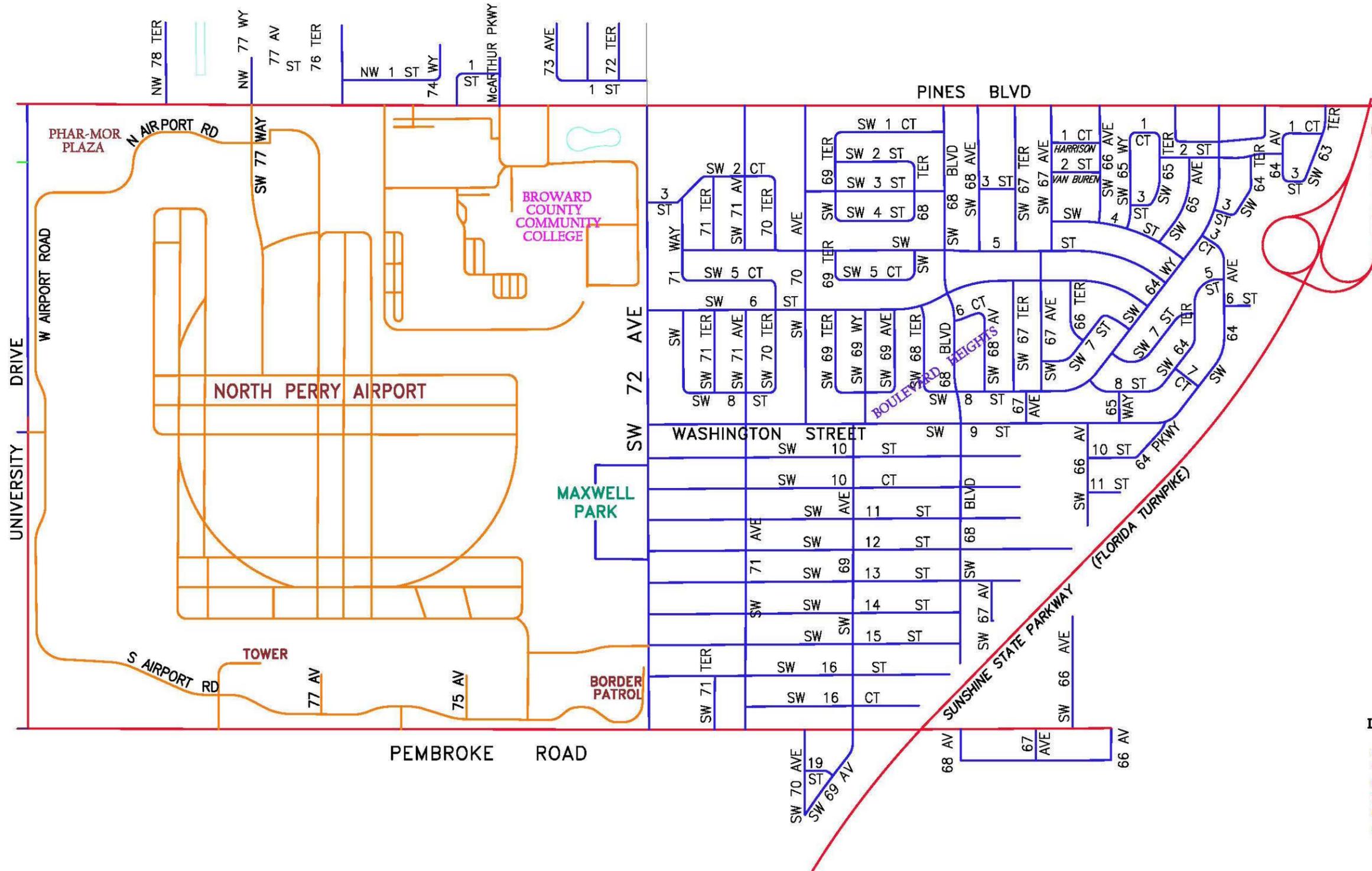
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 SW 162 NW-MARPOSA CIR. W.
 SW 166 TER-MARPOSA CIR. W.
 SW 71 ST-MARPOSA CIR. NO.
 SW 70 ST-MARPOSA CIR. NO.
 SW 162 TER-SECOYA WAY
 SW 164 NW-SECOYA LANE
 SW 161 WAY-CORONADA MAY
 SW 161 AVE-MARPOSA CIR. E.

SW 67 ST-BELLA VISTA AVE
 SW 161 ST-BELLA VISTA AVE
 SW 67 ST-BELLA VISTA AVE
 SW 68 ST-SECOYA CIR. NO.
 SW 162 TER-SECOYA WAY
 SW 164 NW-SECOYA LANE
 SW 161 WAY-CORONADA MAY
 SW 161 AVE-MARPOSA CIR. E.

CITY OF PEMBROKE PINES

- ZONE 1
- ZONE 5
- ZONE 9
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- ZONE 4
- ZONE 8
- ZONE 12



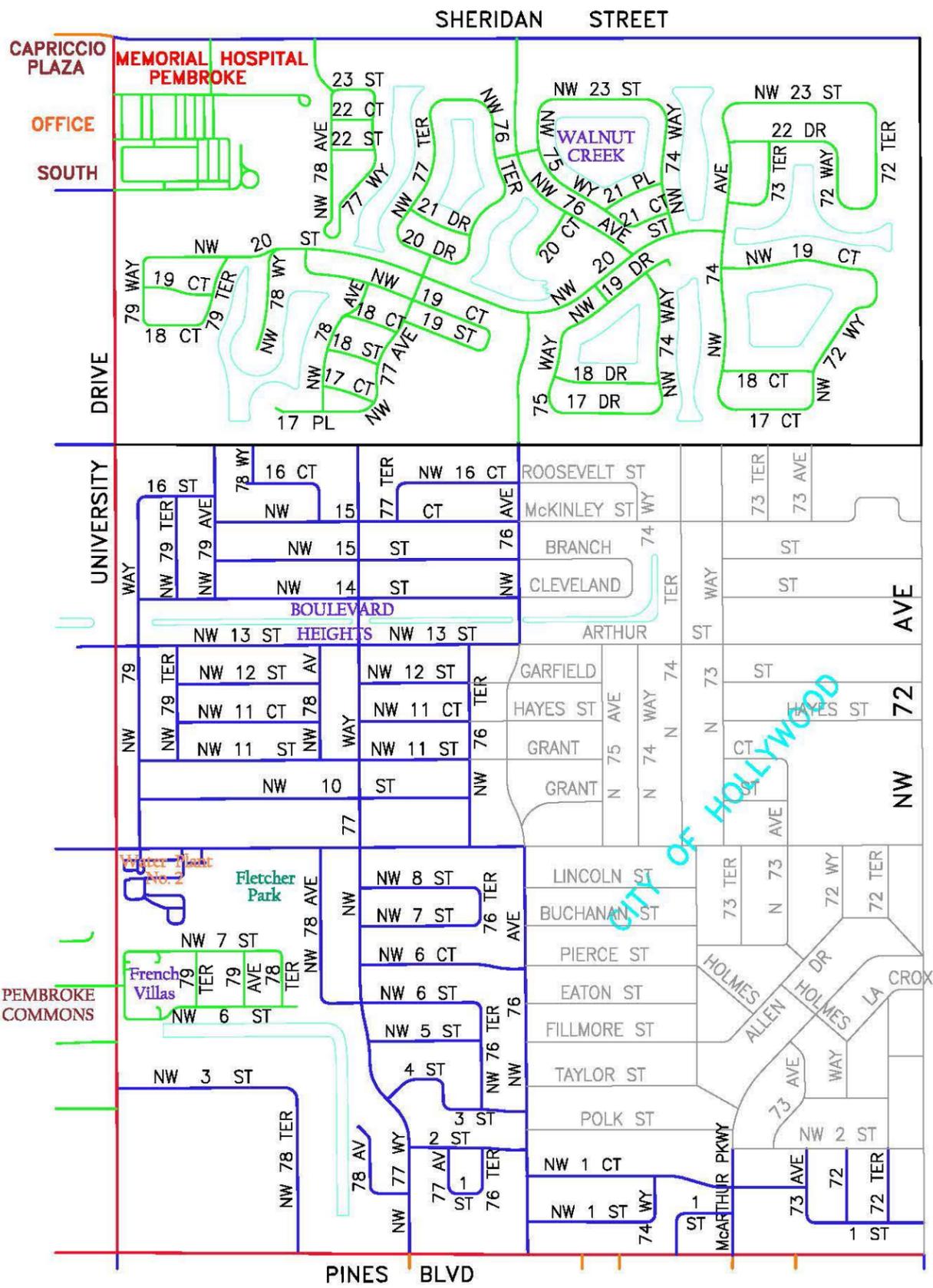


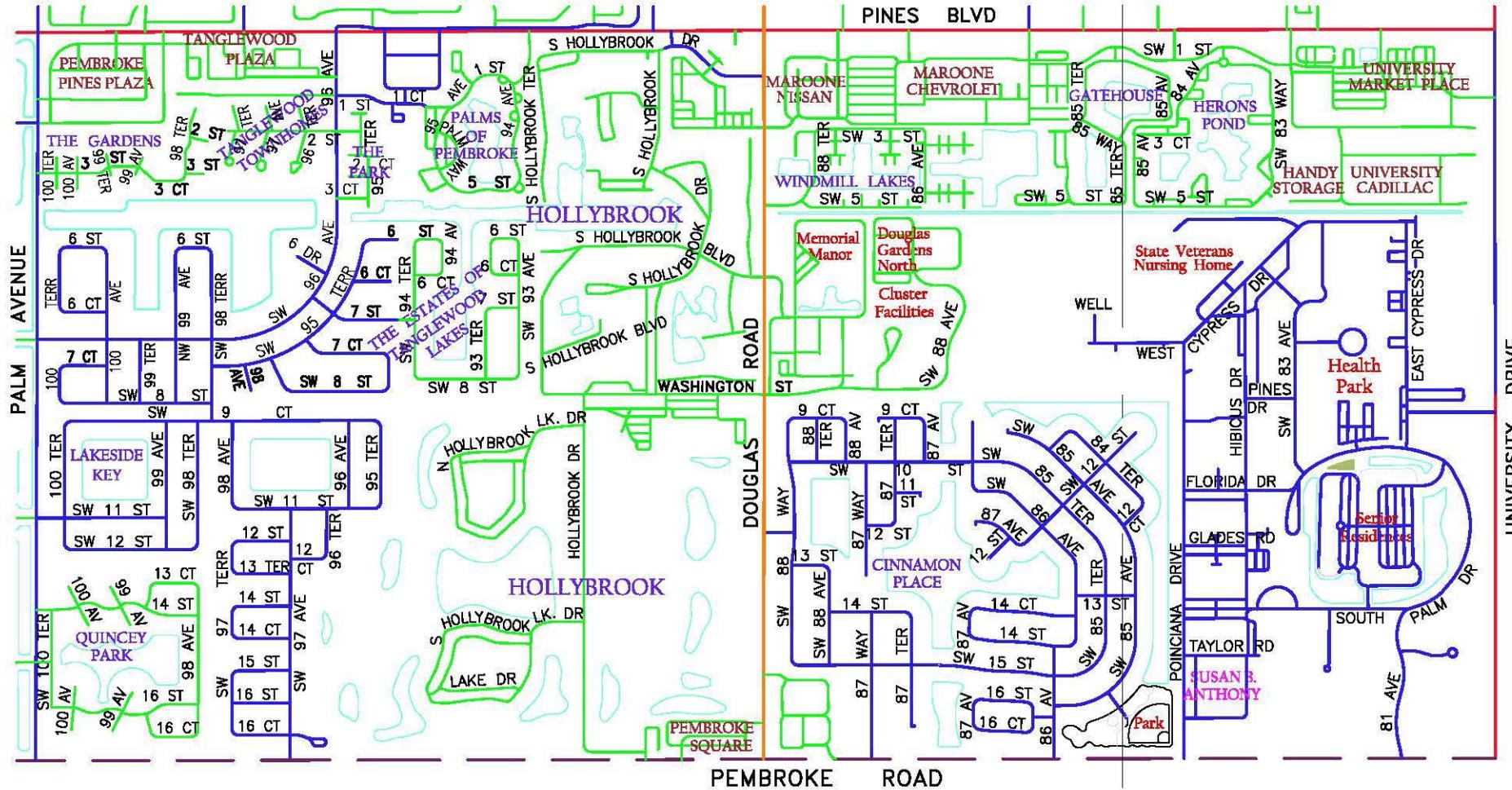
LEGEND OF STREET OWNERSHIP

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- █ SHARED OWNERSHIP
- █ FEDERAL
- █ STATE
- █ COUNTY
- █ PRIVATE



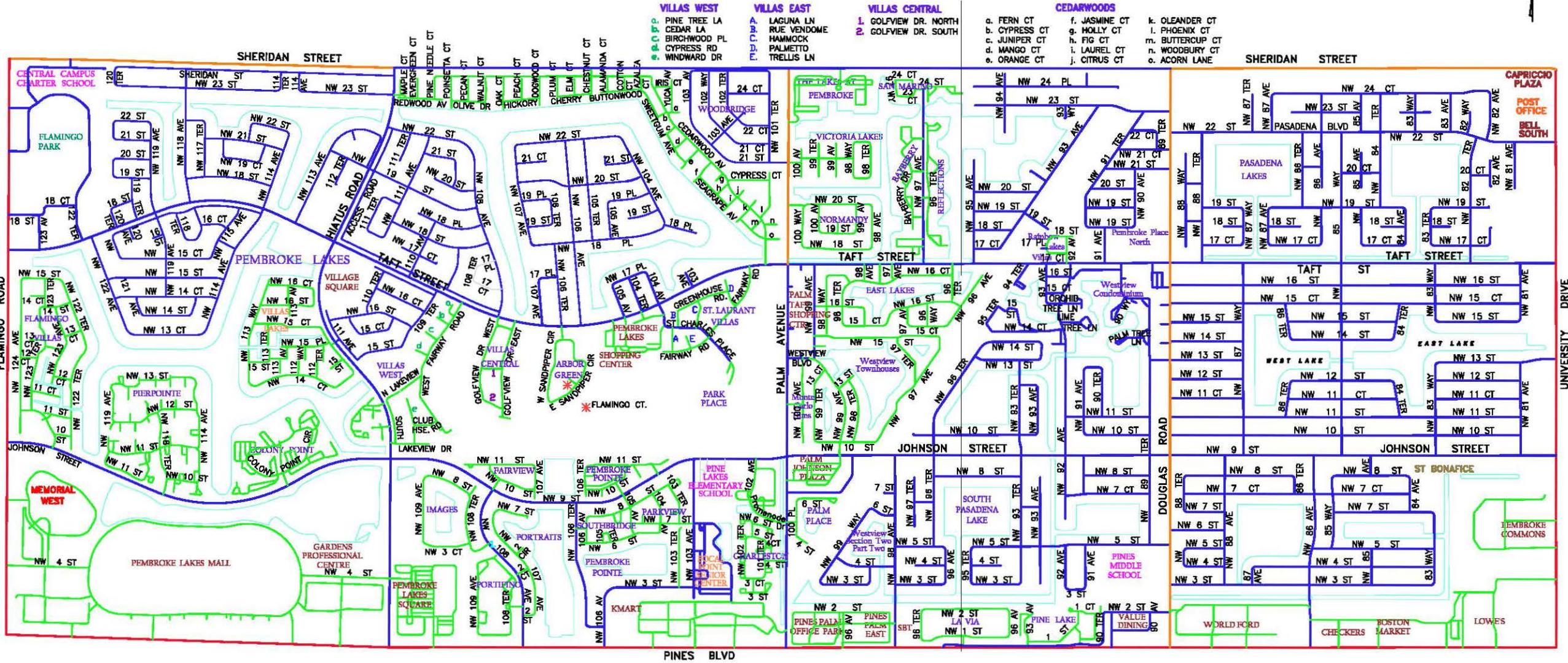
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LEGEND OF STREET OWNERSHIP

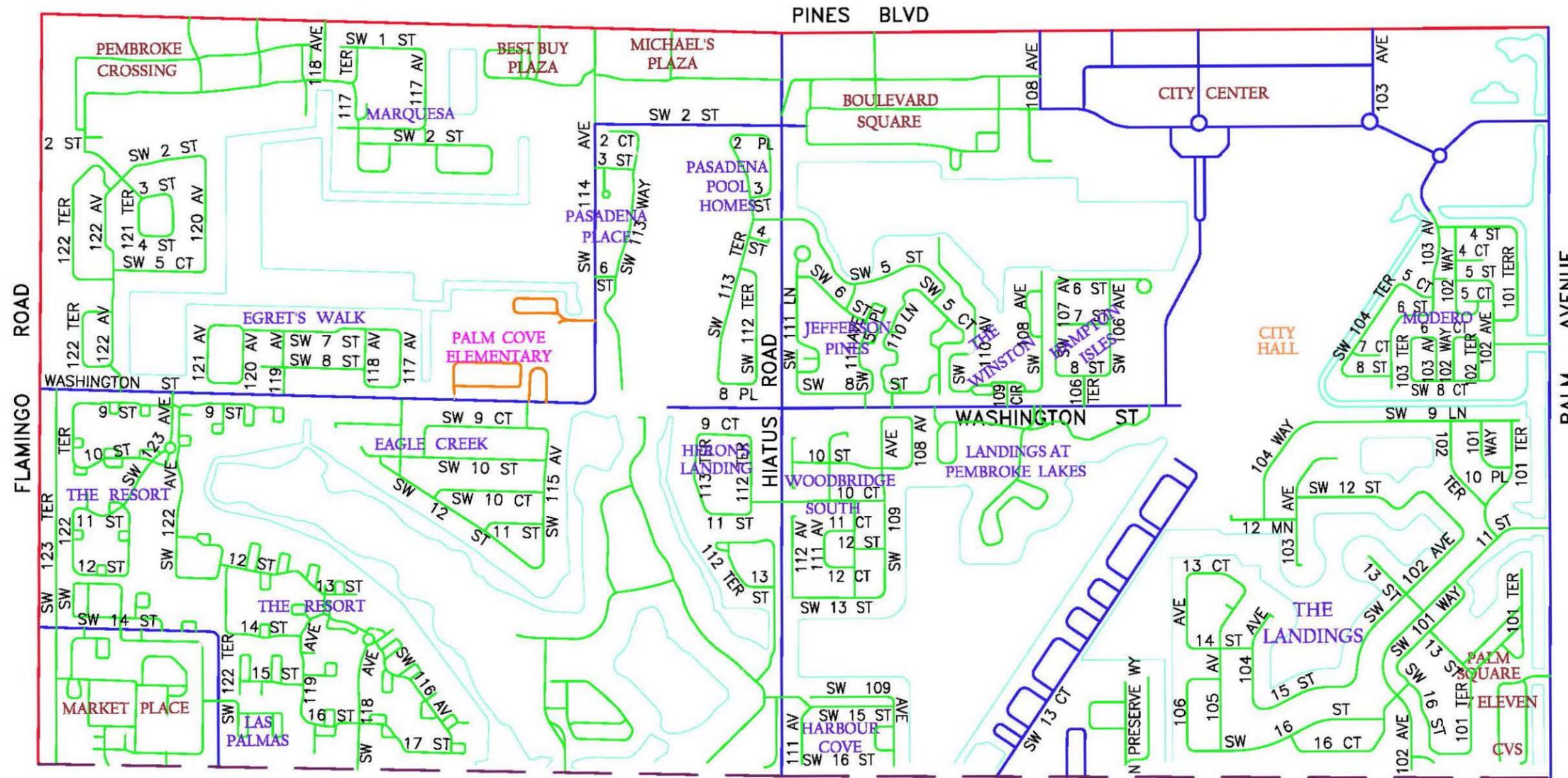
—	CITY OWNED (PUBLIC)
—	SHARED OWNERSHIP
—	FEDERAL
—	STATE
—	COUNTY
—	PRIVATE



- VILLAS WEST**
 - 1. PINE TREE LA
 - 2. CEDAR LA
 - 3. BIRCHWOOD PL
 - 4. CYPRESS RD
 - 5. WINDWARD DR
- VILLAS EAST**
 - 6. LAGUNA LN
 - 7. RUE VENDOME
 - 8. HAMMOCK
 - 9. PALMETTO
 - 10. TRELIS LN
- VILLAS CENTRAL**
 - 11. GOLFVIEW DR. NORTH
 - 12. GOLFVIEW DR. SOUTH
- CEDARWOODS**
 - 13. FERN CT
 - 14. CYPRESS CT
 - 15. JUNIPER CT
 - 16. MANGO CT
 - 17. ORANGE CT
 - 18. JASMINE CT
 - 19. HOLLY CT
 - 20. FIG CT
 - 21. LAUREL CT
 - 22. CITRUS CT
 - 23. OLEANDER CT
 - 24. PHOENIX CT
 - 25. BUTTERCUP CT
 - 26. WOODBURY CT
 - 27. ACORN LANE

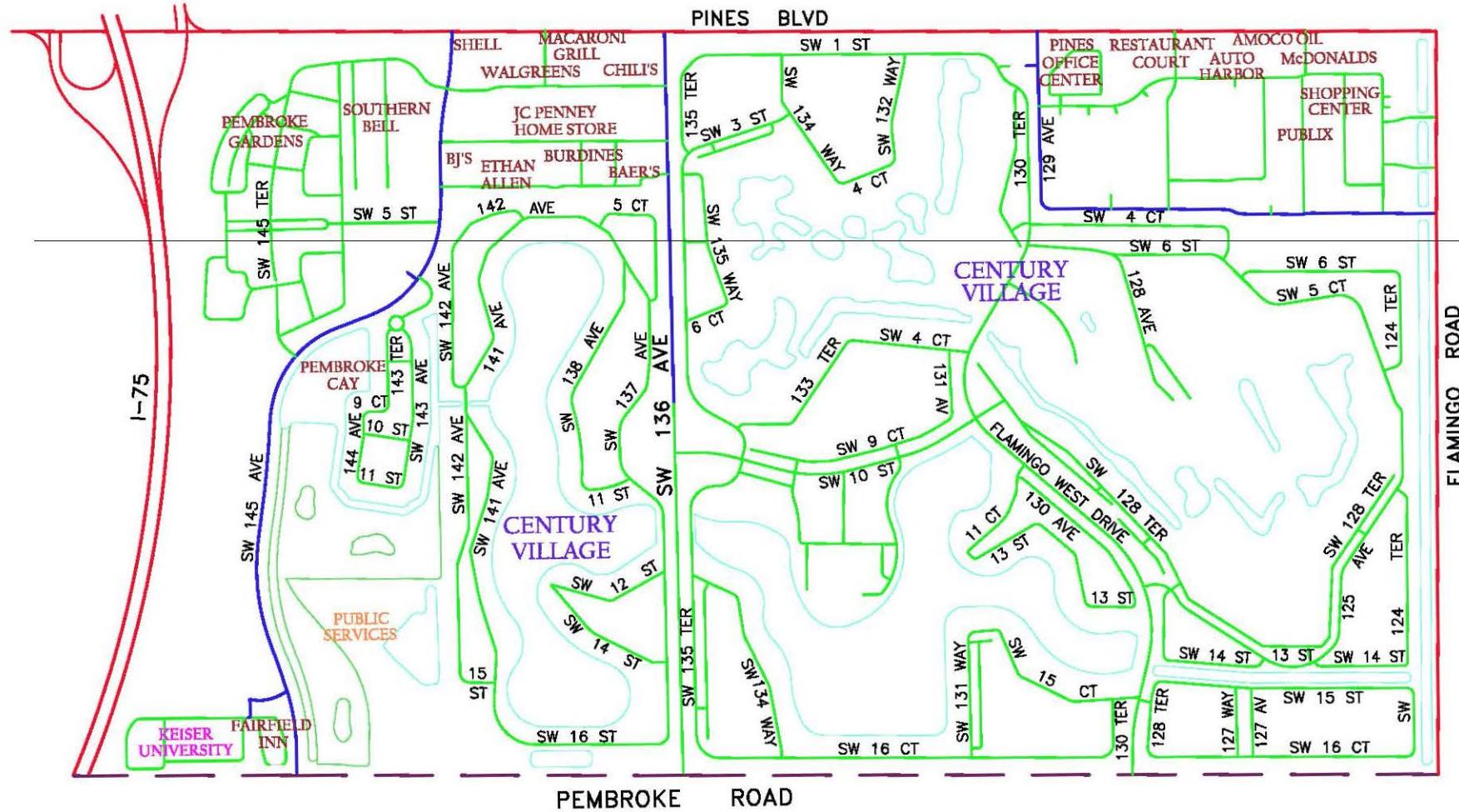
LEGEND OF STREET OWNERSHIP

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- █ COUNTY
- █ PRIVATE



LEGEND OF STREET OWNERSHIP

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	SHARED OWNERSHIP
	FEDERAL
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LEGEND OF STREET OWNERSHIP

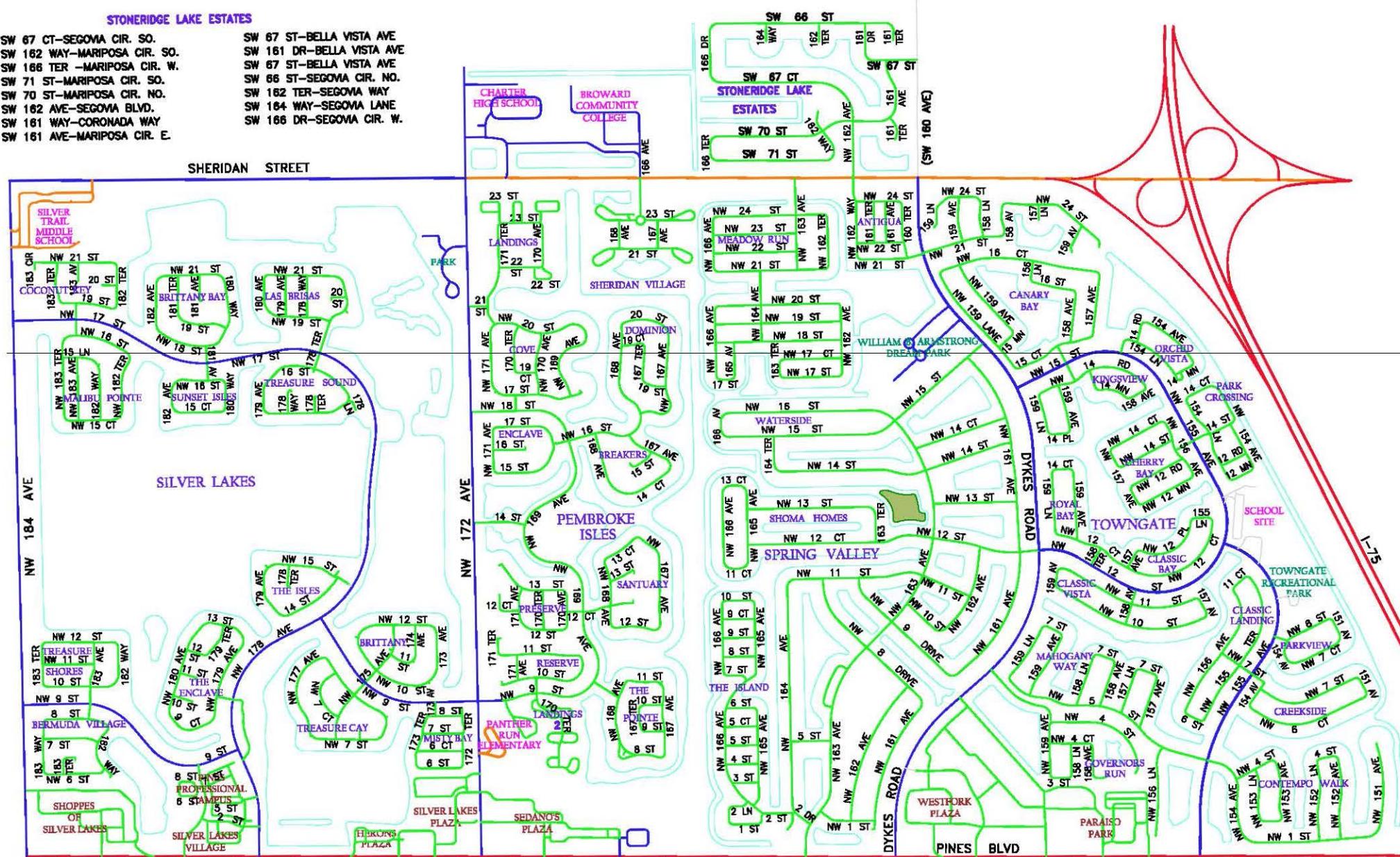
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- LEGEND OF STREET OWNERSHIP**
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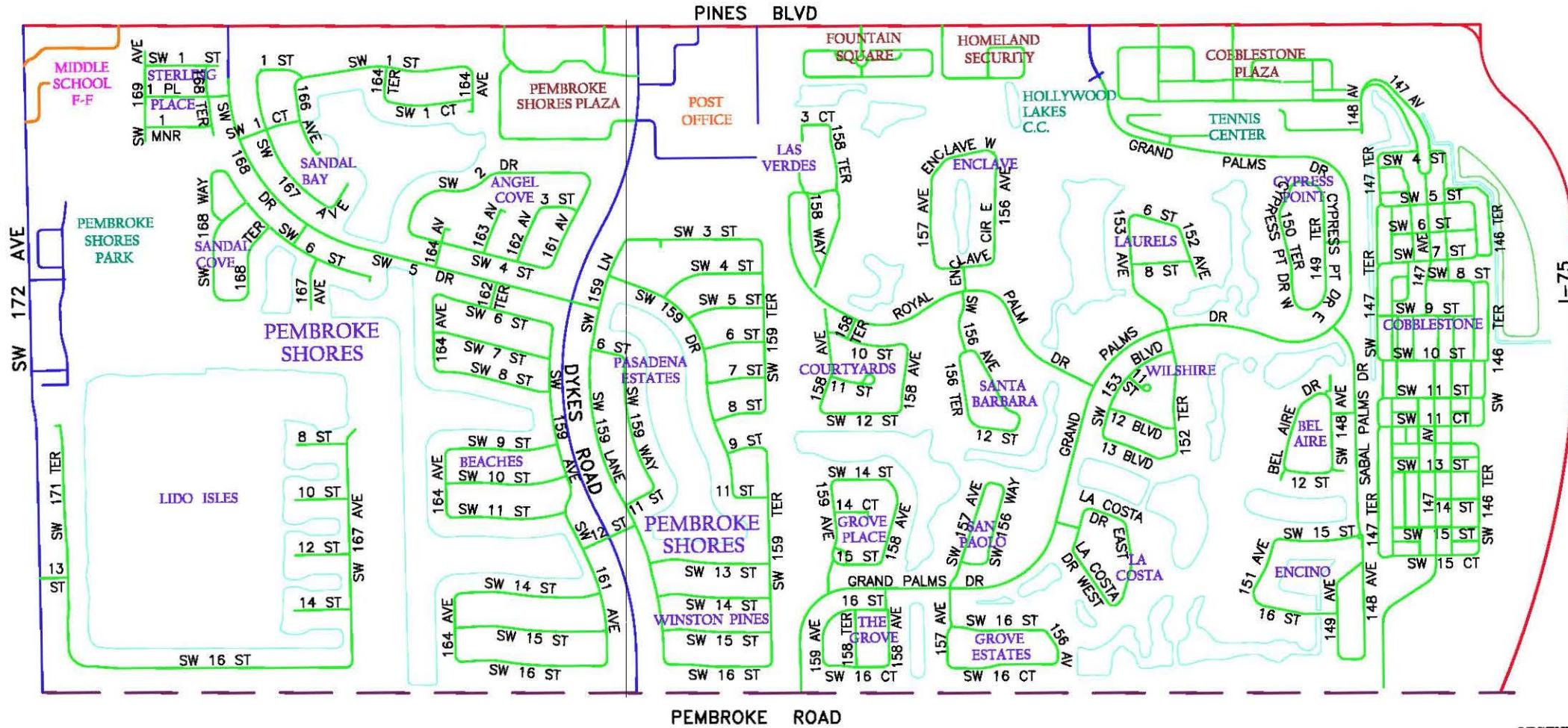
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- SW 162 WAY-MARIPOSA CIR. SO.
- SW 166 TER -MARIPOSA CIR. W.
- SW 71 ST-MARIPOSA CIR. SO.
- SW 70 ST-MARIPOSA CIR. NO.
- SW 162 AVE-SEGOMA BLVD.
- SW 181 WAY-CORONADA WAY
- SW 161 AVE-MARIPOSA CIR. E.
- SW 67 ST-BELLA VISTA AVE
- SW 181 DR-BELLA VISTA AVE
- SW 67 ST-BELLA VISTA AVE
- SW 66 ST-SEGOMA CIR. NO.
- SW 162 TER-SEGOMA WAY
- SW 164 WAY-SEGOMA LANE
- SW 166 DR-SEGOMA CIR. W.



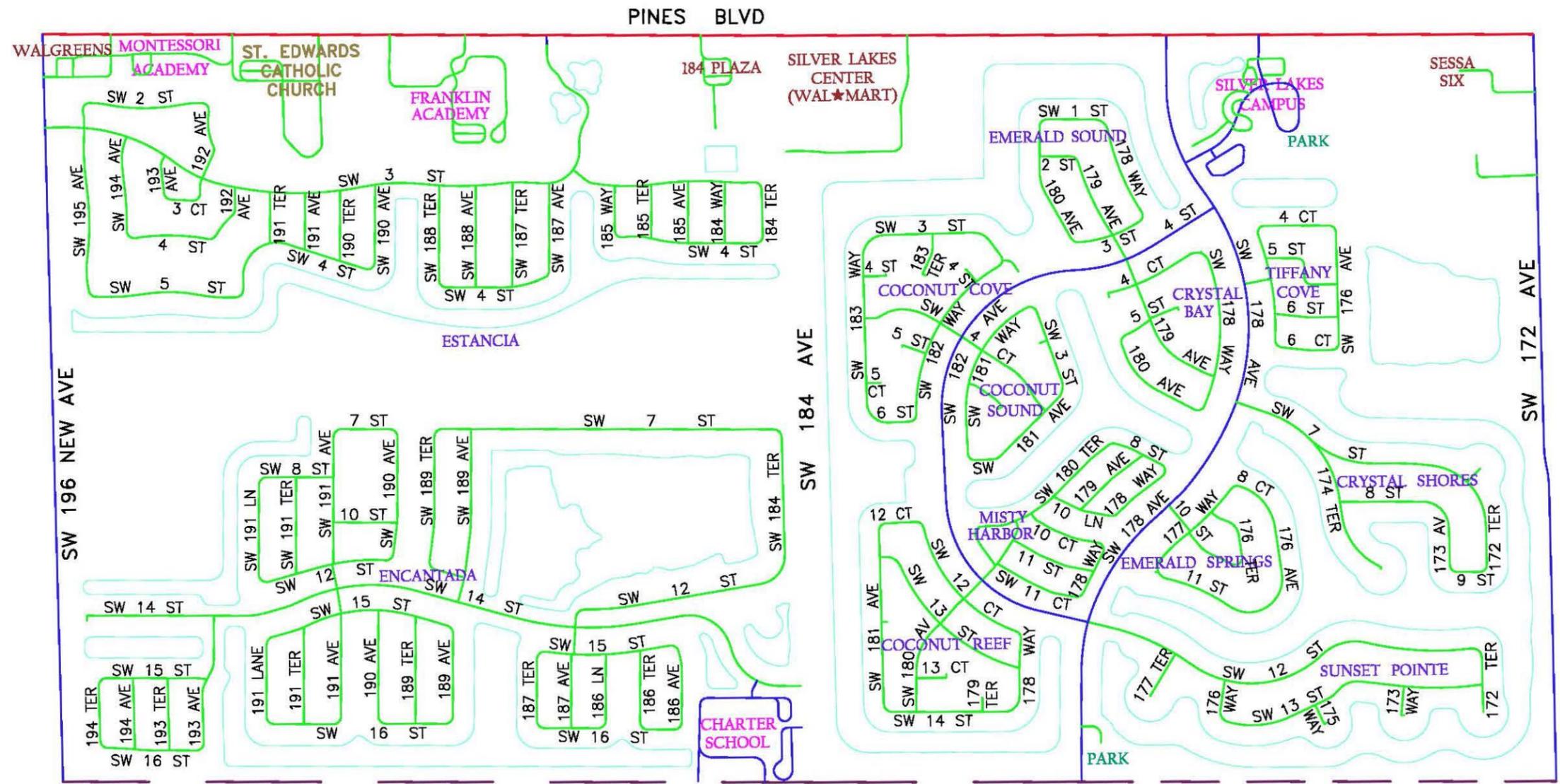
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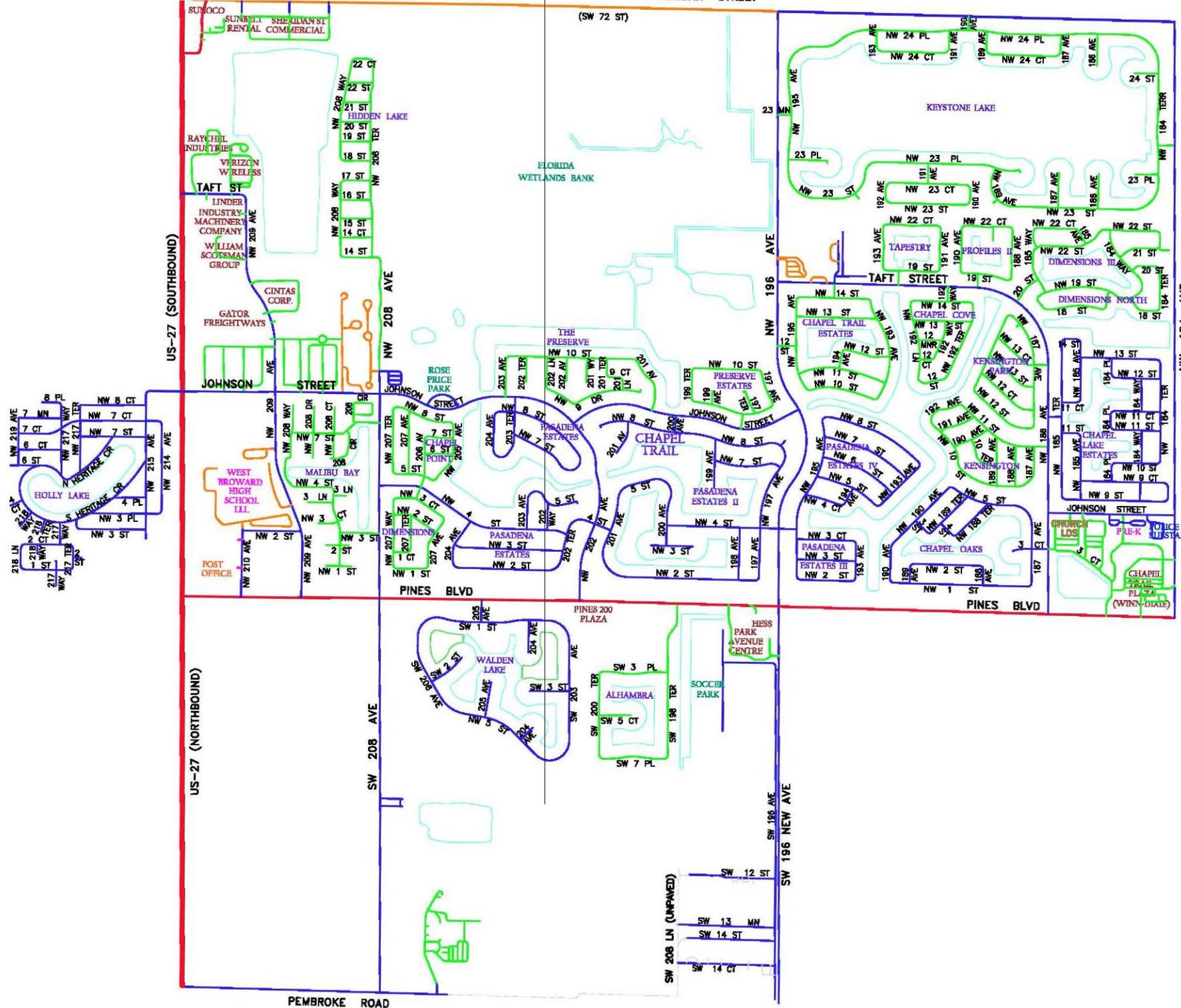


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LEGEND OF STREET OWNERSHIP

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CHAPTER 96: NOISE

Section

General Provisions

- 96.01 Short title
- 96.02 Intent
- 96.03 Definitions
- 96.04 Noise disturbances
- 96.05 Exemptions
- 96.06 Fans and air conditioners
- 96.07 Sound level limitations by receiving land use designation
- 96.08 Measurement of sound
- 96.09 Enforcement

GENERAL PROVISIONS

§ 96.01 SHORT TITLE.

This chapter may be known and cited as the “Pembroke Pines Noise Abatement Chapter.”

(Ord. 1486, passed 6-16-04)

§ 96.02 INTENT.

It is the intent and purpose of this chapter to regulate uses and activities in the City of Pembroke Pines in such a manner as to prevent excessive noises, which degrade the quality of life, disturb the public peace, and jeopardize the health, safety and welfare of the citizens of Pembroke Pines. It is further the intent of this chapter to recognize that factors such as the time of day, location (such as proximity to residences), necessity of public projects for the public good, and necessity of sounds incidental to allowed uses and activities must be considered in balancing the protection of public peace and individual freedoms.

(Ord. 1486, passed 6-16-04)

§ 96.03 DEFINITIONS.

All terminology used in this chapter, not specifically defined herein, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successors and/or assignee. The following words and terms, when used in this section, shall have the following meanings:

A-WEIGHED SOUND LEVEL. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dBA.

CONSTRUCTION. Any site preparation, assembly, erection, substantial repair, alteration (or similar action) of structures, utilities, public or private right-of-way or other property. Construction does not include demolition.

DECIBEL (dB). A unit for measuring the volume of sound, it is a logarithmic (dimensionless) unit of measure used in describing the amplitude of sound. **DECIBAL** is denoted as dB.

dBA. The A-weighted unit of sound pressure level.

DEMOLITION. Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

EMERGENCY. Any occurrence or circumstances involving actual or imminent physical injury to persons or property, which demands immediate action. It shall be the burden of the alleged violator to prove the **EMERGENCY**.

EMERGENCY VEHICLE. A motor vehicle, vessel, or aircraft used in response to a public emergency or to protect persons or property from imminent danger.

EMERGENCY WORK. Work necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect persons or property from an imminent exposure to danger.

EQUIVALENT. The level of a constant sound, which in a given situation and time period, has the same sound energy as does a time varying sound. The Leq is the level of the time-averaged, means square, A-weighted sound pressure, the time interval over which measurement is taken as being specified.

IMPULSIVE NOISE. A sound of short duration, usually less than one second with an abrupt onset and rapid decay. Examples of sources of **IMPULSIVE NOISE**, includes explosions and the discharge of firearms.

LMAX. The maximum A-weighted sound level for a given event.

LEGAL HOLIDAYS. Those recognized by the city include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day or any other legally recognized holidays.

MAXIMUM SOUND LEVEL. The greatest A- weighted sound level reading obtained when measuring a source of sound during a designated time interval using the fast meter exponential integration time. Alternatively the slow meter exponential integration time may be employed or the C-frequency weighting may be employed.

MICROPASCAL. The international unit for pressure, analogous to pounds per square inch in English units; 1 microPascal is one millionth of a Pascal; the reference pressure used for airborne sound is 20 microPascals.

MOTORBOAT. Any vehicle which is primarily operated on water or which does operate on water, such as boats, barges, amphibious craft, or hover craft, and which is propelled by mechanical power.

MOTORIZED EQUIPMENT. Any self-propelled vehicle, such as, but not limited to, passenger cars, trucks, truck trailers, semi-trailers, campers, motorcycles, mini-bikes, go-carts, gopeds, dune buggy, all-terrain vehicles or racing vehicles which are propelled by mechanical power.

MUFFLER. Any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a reduction in sound emission at one end.

NOISE. Any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

NOISE DISTURBANCE. Any sound that endangers the safety or health of any person, disturbs a reasonable person of normal sensitivities, or endangers personal or real property.

OCTIVE BAND SOUND LEVEL. The unweighted sound pressure level in the specified octave band.

PERSON. Any natural person, individual, association, partnership, corporation, municipality, governmental agency, business trust, estate, trust, two or more persons having a joint or common interest or any other legal entity and includes any officer, employee, department, agency or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever or any combination of such, jointly or severally.

POWERED MODEL VEHICLES. Any powered vehicle, either airborne, waterborne or land-borne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means.

PRIVATE RIGHT-OF-WAY. Any street, avenue, boulevard, highway, sidewalk, bike path, or alley, or similar place, which is not owned or controlled by a governmental entity.

PROPERTY BOUNDARY. An imaginary line exterior to any enclosed structure, at the ground surface, which separates the real property owned by one person from that owned by another person, and its vertical extension.

PUBLIC RIGHT-OF-WAY. Any street, avenue, boulevard, highway, alley, or public space, which is dedicated to owned or controlled by a public governmental entity.

PUBLIC SPACE. Any real property or structures thereon normally accessible to the public.

REAL PROPERTY BOUNDARY. The line, including its vertical extension that separates one parcel of real property from another.

RECEIVING LAND USE. The land, which is receiving the noise as designated by the City of Pembroke Pines Zoning Map (and for recently incorporated areas, the effective zoning category).

SOUND. An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of **SOUND** may include any characteristic of such **SOUND**, including duration, intensity, and frequency.

SOUND LEVEL. The reading in decibels of a sound level meter constructed and operated in accordance with the latest edition of American National Standard Institute (ANSI) specifications for the measurement of noise and other sounds. The meter reading in decibels corresponds to the total value of the sound pressure and is ten times the logarithm to the base ten of the ratio of the A-weighted squared sound pressure to the squared reference sound pressure of 20 micro-Pa, the squared sound pressure being obtained with fast exponentially weighted time averaging. Alternatively, slow exponentially weighted time averaging or C-weighting may be specified.

SOUND LEVEL METER (SLM). An instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in the American National Standards Institute Publication 51.41971, or the latest version thereof.

SOUND PRESSURE LEVEL (SPL). Ten times the logarithm to the base ten of the ratio of the time-mean-square pressure of a sound of the reference pressure of 20 microPascals (in air) with the units of decibels.

USE. Any activity, event, operation, or facility, which creates noise.

(Ord. 1486, passed 6-16-04)

§ 96.04 NOISE DISTURBANCES.

The following acts which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances and shall constitute a violation of this chapter. No sound level measurement is needed to prove the existence of the following noise disturbances:

(A) Particularly between the hours of 10:00 p.m. and 7:00 a.m., Sunday through Thursday, 11:00 p.m. and 7:00 a.m. Friday, Saturday, and legal holidays, and on New Year's Eve into New Year's Day, between the hours of 12:30 a.m. through 7:00 a.m.:

(1) Yelling, shouting, hooting, whistling, singing or creating similar noises on the public streets in such a manner so as to cause a disturbance so as to disturb the peace, health, quiet or comfort of the neighborhood or vicinity thereof; and

(2) The operating or permitting the use or operation of any radio receiving set, musical instrument, television, stereo, car or truck stereo, drum, compact disc or tape player, exterior loudspeaker, or other device for the production or reproduction of sound in a loud and raucous manner so as to disturb the peace, quiet or comfort of the neighborhood.

(B) Any public entertainment establishment or person associated with or working for said establishment which operates, plays or permits the operation or playing of any radio, television, stereo, drum, musical instrument, sound amplifier, or similar device, shall not operate, play, or permit the operation or playing of such devices in a manner which would result in noise across a real property boundary so as to disturb the peace, health, and comfort of a reasonable person of ordinary sensibilities, between the hours of 10:00 p.m. and 7:00 a.m., Sunday through Thursday; 11:00 p.m. and 7:00 a.m. Friday, Saturday, and legal holidays, and on New Year's Eve into New Year's Day, between the hours of 12:30 a.m. through 7:00 a.m.

(C) The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or an excessive period of time or the unreasonable use of any horn or signaling device, in such a manner as to cause a noise disturbance so as to disturb the peace, health, quiet or comfort of the neighborhood or vicinity thereof.

(D) The using, operating, or permitted to be used or operated, of any loud speaker or public address system in such a manner so as to emit therefrom loud or raucous noises so as to disturb the peace, health, quiet or comfort of the neighborhood or vicinity thereof.

(E) The loading, unloading, compacting, opening or otherwise handling boxes, crates, containers, garbage cans, or otherwise similar objects in such a manner so as to cause a disturbance so as to disturb the peace,

health, quiet or comfort of the neighborhood or vicinity thereof.

(F) The operating or causing to be operated any equipment used in construction activity, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto with sound-control devices less effective than those provided on the original equipment.

(G) Creating, making, or maintaining any loud or raucous noise by the use of any drum, cymbals, loudspeaker, or other similar instruments in the city for the purpose of attracting attention to any performance, show, sale, or display of merchandise, or place of business. This provision does not apply to approved public events.

(H) Using, in connection with an unauthorized vehicle, any bell or siren similar to that used on ambulances or vehicles of the police, fire departments, and other public safety agencies.

(I) The operating or causing the operation of any motorboat in any lake, canal, or other waterway, in such a manner so as to disturb the peace, health, and comfort of a reasonable person of ordinary sensibilities.

(J) The operating or causing the operation of any powered model vehicle or boat in such a manner so as to disturb the peace, health, and comfort of a reasonable person of ordinary sensibilities.

(K) The creation or permitting of any loud or raucous noise so as to disturb the peace, quiet or comfort of the adjacent neighborhood.

(L) The following activities may not be operated or caused to be operated between the hours of 6:00 p.m. and 7:00 a.m., unless for a public works transportation or utilities project approved by the city in division (M) below:

(1) Any equipment used in construction activity, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto with sound-control devices less effective than those provided on the original equipment;

(2) Any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist;

(3) Any other machinery, appliance, etc., the use of which is attended by loud or raucous noise so as to disturb the peace, health, quiet or comfort of the neighborhood or vicinity thereof.

(M) Any person desiring to engage in the use of equipment for a public works transportation or utilities project beyond the hours of limitations aforementioned, based upon cases of necessity or in the interest of public health, safety and convenience, may apply to the city manager or his designee for a special permit allowing hours of operation other than those specified above. Such permits, if granted, shall be limited to a period of up to 30 days in duration, but may be renewed for additional periods of up to 30 days if the emergency or need therefore continues. In the issuance of such permits the city shall weigh all facts and circumstances and shall determine whether the reasons given for the necessity are valid and reasonable, whether the public health, safety and convenience will be protected or better served by granting the permit requested, and whether the manner and amount of loss or inconvenience to the person seeking the permit imposes a significant hardship upon such person. An application fee of \$200 dollars must be paid at the time the application is filed with the city.

(Ord. 1486, passed 6-16-04)

§ 96.05 EXEMPTIONS.

The following noises shall be exempt from the restrictions set forth in the other sections of this chapter:

(A) Noises of authorized safety signals and warning devices.

(B) The generation of sound for the purpose of alerting persons to the existence of an emergency.

(C) Noises resulting from any authorized emergency vehicle, vessel, or aircraft.

(D) Noises resulting from emergency work, which is to be construed as work made necessary to restore property to a safe condition following a public emergency, or work required to protect persons or property from any imminent exposure to danger.

(E) Noise from landscape and yard equipment when operated between 7:00 a.m. and 10:00 p.m., provided all motorized equipment are equipped with functioning mufflers or other effective sound control devices similar to those provided on the original equipment.

(F) Noises associated with uses or activities whereby an administrative approval to produce such noises contrary to the restrictions of this chapter has been obtained from the city manager or his designee.

(G) Community events such as fairs, sporting events, school activities, community festivals, etc. Such events or activities shall not start before 8:00 a.m. and those events or activities, shall not extend their activities beyond 11:00 p.m. Any community activity or event, which is proposed to extend beyond 11:00 p.m., must obtain the approval of the city manager or his designee.

(H) Noise generated from municipally sponsored or approved celebrations or events shall be exempt from the provisions of this section.

(I) Noises associated with the Police Department's firearms facility.

(J) Noises from construction activity, tools or equipment used and operated on a construction site between the hours of 7:00 a.m. and 6:00 p.m., provided that all tools or motorized equipment used in such activity are equipped with all sound reducing features and equipment originally part of the tool or equipment, or other effective sound control devices similar to those provided or as effective as that installed as original equipment.

(Ord. 1486, passed 6-16-04)

§ 96.06 FANS AND AIR CONDITIONERS.

(A) It shall be unlawful to create any excessive loud noise, exceeding the sound level limitations set forth in § 96.07 of the Code, by the use or operation of any noise-creating air conditioner, compressor unit, power fan or blower or the electric motor or any engine used to drive such device, the operation of which causes such excessive noise, unless such noise is muffled and deadened by adequate noise suppression and muffling devices to eliminate annoyance and disturbance to persons within the range of hearing. In addition, the city manager or designee shall require compliance with all reasonable sound abatement measures and sound screening which may be necessary or desirable to prevent such air conditioning equipment from creating excessive or unnecessary noise.

(B) Generators installed in all residential districts shall be exempt from the sound rating values set forth in § 96.07 of the Code of Ordinances when operated during power outages provided however, in, no event shall the sound rating value of emergency generators in any residential district exceed 72 dBA. Generators in all residential districts may be operated for testing purposes one time for a period not to exceed 30, minutes in any seven-day period. Testing of generators in all residential districts is permitted between the hours of 11:00 a.m. through 5:00 p.m., Monday through Saturday.

(Ord. 1486, passed 6-16-04)

§ 96.07 SOUND LEVEL LIMITATIONS BY RECEIVING LAND USE DESIGNATION.

(A) It shall be unlawful to operate, cause, suffer or allow, the operation of any source of sound or to project a sound or noise across a real property boundary in such a manner as to create an L50 A-weighted sound level which exceeds the limits set forth for the receiving land use designation in Table 1 when measured at or within the property line of the receiving land use designation.

(B) Such a sound source would constitute a noise disturbance. For the purposes of this chapter, the L50 shall be the sound, which exceeded for more than 50% of any measurement period which shall be not less than ten minutes when measured at or within the boundary of a property within the receiving land use district and as a result of a source of sound being located on some other property.

(C) For the purposes of this chapter, the L50 may be established by recording the instantaneous A-weighted sound level using the slow meter response at equal intervals of ten seconds. The resulting sound level sample that exceeds half the samples will be taken as the L50. Equally, for the purposes of this chapter, unless otherwise established by measurements, if the Leq is measured instead of the L50, the L50 shall be taken to be two decibels less than the measured equivalent sound level of Leq.

Exterior Sound Level Limits for L50 Sound Levels by Receiving Property

<i>Receiving Property Designation</i>	<i>Time</i>	<i>L50 Sound Level Limit (dBA)</i>
Institutional	7:00 a.m. -10:00 p.m.	65 dBA

Includes the following designations: Community Facilities, Recreational, Agricultural and Open Space	10:00 p.m. -7:00 a.m.	60 dBA
Residential Includes all Residential Multi-Family, PUD and MXD	7:00 a.m. -10:00 p.m., Sunday through Thursday 7:00 a.m. -11:00 p.m., Friday, Saturday, legal holidays 7:00 a.m. on New Year's Eve -12:30 a.m. New Year's Day.	65 dBA
	10:00 p.m. -7:00 a.m., Sunday through Thursday 11:00 p.m. -7:00 a.m., Friday, Saturday, legal holidays 12:30 a.m. -7:00 a.m., New Year's Day	60 dBA
Commercial Includes all business districts	7:00 a.m. -10:00 p.m.	70 dBA
	10:00 p.m. -7:00 a.m.	65 dBA
Industrial	7:00 a.m. -10:00 p.m.	80 dBA
	10:00 p.m. -7:00 a.m.	80 dBA

(D) The maximum exterior A-weighted sound level or Lmax measured during a period of not less than ten minutes using the slow meter response shall not exceed the L50 sound level limits specified in Table 1 by more than ten dBA.

(E) Within a multifamily dwelling, it shall be unlawful to create or permit any noise that exceeds the L50 and/or Lmax sound level limits specified in Table 1 and division (D) reduced by ten dBA.

(F) In addition to the limits of Table 1 and division (E), for any sound source which impacts residential, public space, or institutional property, the maximum (Lmax) allowable exterior sound level limits for the individual unweighted octave bands measured using the slow meter response whose centers are 63, 125, 250 and 500 Hertz shall not exceed 65 dBA.

(G) District boundaries. When a noise source can be identified and its noise measured in more than one land use designation, the pressure level limits of the most restrictive use district shall apply at that designation boundary.

(H) The burden shall be on any person contesting the equivalent sound levels to establish the actual equivalent noise level by clear and convincing evidence.

(Ord. 1486, passed 6-16-04)

§ 96.08 MEASUREMENT OF SOUND.

- (A) When applicable, sound shall be measured with a sound level meter.
- (B) The sound level shall be measured at a distance no closer to the point from which the sound in question is emanating than the property line of the parcel or lot from which the sound is emanating.
- (C) A measurement period shall not be less than ten minutes in duration.
- (D) The sound being measured shall be representative of the sound which instigated the complaint.
- (E) A measurement shall be recorded so as to secure and ensure an accurate representation of the sound.
- (F) A measurement should be taken at approximately five feet above the ground or water surface away from any obstruction or reflecting surface.
- (G) When necessary, a microphone windscreen shall be required to avoid wind noise biasing of a measurement.

(H) All manufacturer's directions on the operation of the sound level meter shall be followed (such as proper microphone angle).

(I) All sound level meters used for measurement shall be in conformance with ANSI section 1.4-1983, as amended.

(J) All octave and third octave band filter sets of the sound level meter shall be in conformance with ANSI section 1.11-1976, as amended.

(K) Calibration of all instruments, components, and attachments shall conform to the ANSI standards, as amended.

(L) Instrumentation for sound level measurements maybe class 1 or class 2 (ANSI section 1.4-1971), as amended.

(M) Measurements of sound shall be made by individuals trained in a noise measurement program.

(Ord. 1486, passed 6-16-04)

§ 96.09 ENFORCEMENT.

(A) Alleged noise disturbance violations shall be investigated on a complaint basis and only when the person or persons making the complaint contacts the Pembroke Pines Police Department or Code Enforcement Division stating the details of the complaint.

(B) The city may prosecute violators of Pembroke Pines Noise Abatement Code pursuant to §§ 32.035 through 32.053 of the Code or by issuance of a city ordinance citation. If by citation, the penalty for a violation shall be as provided in § 10.99 of the Code.

(C) Each occurrence shall constitute a separate violation.

(D) Nothing in this section shall be construed to preclude or prohibit the enforcement of the Pembroke Pines Noise Abatement Code by any other available legal means.

(Ord. 1486, passed 6-16-04)

General Sidewalks, Medians and Curb Areas to be cleaned annually

Areas to be addressed annually include, but are not necessarily limited to the below:

1. 72nd from Pembroke Road to NW 2nd and Taft to Sheridan
2. Douglas Road
3. Taft from 72nd to 129th
4. Washington Street from Flamingo to 114th
5. Washington Street from Hiatus to City Center
6. 114th from Washington Street to Pines Blvd.
7. Dykes Road
8. 196th Avenue
9. 129th from SW 4th to Taft
10. 201st Avenue north from Pines then west on Johnson to US 27
11. Hiatus Road
12. Palm Avenue
13. University Drive
14. Johnson from 76th to Flamingo
15. Pines Blvd. (include north swale belonging to Hollywood from Turnpike to 72nd)
16. Pembroke Road. Sidewalks: north side only. Medians: from the turnpike to Palm and Flamingo to 145th)
17. Flamingo Road
18. Sheridan Street. Sidewalks: entire south side. North side from Dykes to 172nd Ave. and 184th to 196th. Medians: Palm to Hiatus, Flamingo to 196th.
19. Sterling from US 27 to Josias Dog Park.
20. 108th from Pines to Johnson
21. 145th Avenue
22. 172nd Avenue
23. 178th from Pembroke to 184th
24. 184th Avenue
25. 208th Avenue



[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

Bid #PSPW-21-01 - Citywide Pressure Washing Services

Time Left Bid has ended.

Bid Started Apr 27, 2021 5:38:08 PM EDT

Bid Ended **This bid closed on May 18, 2021 2:00:00 PM EDT**

Agency Information City of Pembroke Pines, FL ([view agency's bids](#))

Notifications

of suppliers that viewed 80 ([View](#))

Q & A

[Report \(Bidder Activity\)](#)

[Questions & Answers](#)

Questions: 11

Q&A Deadline: May 10, 2021 8:30:00 PM EDT

Bid Classifications [Classification Codes](#)

Bid Regions [Regions](#)

Bid Contact [see contact information](#)

Copy Bid Click here to [copy](#) the bid and relist it as a new bid

View Rules Click here to [change](#) the rules for this bid.

Best and Final Offer: [Create](#)

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration 5 years

Contract Renewal Not Applicable

Prices Good for 90 days

Budgeted Amount \$0.00 ([change](#))

Expected Expenditure \$700,000.00

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform citywide pressure washing services to include, but not limited to sidewalks, curbs, and medians in the City's ROW, as well as patios, pavers, buildings, walls, fences, and roofs of City owned facilities in accordance with the terms, conditions, and specifications contained in this solicitation.

The City anticipates approximately 6 million square feet of flat work be to pressure cleaned each year, however the City does not guarantee the amount of area that will actually be requested each year.

In addition, please note that pursuant to section 3.24, the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City.

Documents Select All | Select None | Download Selected

<input type="checkbox"/> 1. PSPW-21-01 - Citywide Pressure Washing Services.pdf [download]	<input type="checkbox"/> 2. Attachment A - Contact Information Form.docx [download]
<input type="checkbox"/> 3. Attachment B - Non-Collusive Affidavit [download]	<input type="checkbox"/> 4. Attachment C - Proposers Background Information [download]
<input type="checkbox"/> 5. Attachment D - Sample Insurance Certificate.pdf [download]	<input type="checkbox"/> 6. Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf [download]
<input type="checkbox"/> 7. Attachment F - References Form [download]	<input type="checkbox"/> 8. Attachment G - City Maps.pdf [download]
<input type="checkbox"/> 9. Attachment H - Pembroke Pines Noise Abatement Ordinance.pdf [download]	<input type="checkbox"/> 10. Attachment I - General Sidewalks, Medians and Curb Areas to be cleaned annually.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Items

Item	Title	Offers
PSPW-21-01--01-01	Ground Level Work*	Y Info
PSPW-21-01--01-02	Walls and fences up to 10 feet	Y Info
PSPW-21-01--01-03	Walls and fences up to 20 feet	Y Info
PSPW-21-01--01-04	Walls above 20 feet (city will provide lift)	Y Info
PSPW-21-01--01-05	Single story roof	Y Info
PSPW-21-01--01-06	Two story roof	Y Info
PSPW-21-01--01-07	Chemical rust remover application	Y Info
PSPW-21-01--01-08	Miscellaneous items not covered above**	Y Info

Contractor Advertisements View All Ads

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout



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Question and Answers for Bid #PSPW-21-01 - Citywide Pressure Washing Services

[Create New Question](#)

Question Deadline: May 10, 2021 8:30:00 PM EDT

Overall Bid Questions

Question 1

I'm a small business owner for one year and have the capability to clean the projects identified. However, I have to have three years experience to clean walkways, sidewalks etc. My question is how does a minority owned business get awarded bids if the requirements are so stringent? (Submitted: May 3, 2021 2:33:20 PM EDT)

Answer

- This specific solicitation is for approximately \$700,000 annually, as a result, three years of experience for annual pressure washing services for different types of surfaces and situations, including Maintenance of Traffic, OSHA regulations, Roof Cleaning, etc. is a very reasonable requirement. [edit](#)

Firms looking to meet experience requirements in solicitations should continue to pursue pressure washing projects with various agencies until they have enough experience to meet the solicitation requirements, after obtaining enough experience they should bid on those solicitations.

Different agencies utilize different methods of obtaining quotes and bids for different size projects. The City of Pembroke Pines encourages Departments to obtain quotes for smaller projects through Govspend.com, as a result you may find more opportunities with various agencies there as well. (Answered: May 4, 2021 8:51:02 AM EDT)

Add to Answer:

Question 2

In regards to the \$700,000 project cost estimate, will that be paid to the awarded vendor annually? (Submitted: May 4, 2021 8:55:18 AM EDT)

Answer

- No, the \$700,000 project cost estimate and the quantities listed for each bid line item are only estimates of the work that the City anticipates to be completed annually, and should not be expected to be an absolute. Actual quantities ordered may vary dependent on, but not limited to, unknown events and/or conditions, budgetary constraints, and changes in the needs of various City Departments (Answered: May 4, 2021 8:58:48 AM EDT) [edit](#)

Add to Answer:

Question 3

Do I need to submit a line item price for every line? For instance, can I only submit a price for Ground Level Work? (Submitted: May 4, 2021 9:01:18 AM EDT)

Answer

- Bidders must submit a set unit price for each bid line item. Failure to submit a set price for one or more line items, as requested on the BidSync line items, shall result in the vendor being deemed unresponsive. [edit](#)

In addition, please note that pursuant to section 3.24, the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City. (Answered: May 4, 2021 9:07:54 AM EDT)

Add to Answer:

Question 4

Can you provide the addresses for the City owned facilities where the roof will be pressure wash? (Submitted: May 7, 2021 4:12:00 PM EDT)

Answer

- Roofs at any City owned facility may be requested to be pressure washed, this includes City run Charter School Buildings, Parks Buildings, Public Services Buildings, Utility Division Buildings (Waste and Water Treatment Plants, etc.), Public Safety Buildings (Police, Fire, etc.), and various other City Buildings. (Answered: May 13, 2021 5:09:15 PM EDT)

Add to Answer:

[edit](#)**Question 5**

In section 1.2 Purpose it states "the City anticipate approximately 6 million square feet of flat work to be pressure cleaned each year, however the city does not guarantee the amount of area that will actually be requested each year". In the previous five years can you state the square feet amount of flat work that was requested by the City for each year? (Submitted: May 7, 2021 4:36:43 PM EDT)

Answer

- The City does not have that information readily available, however during the City's 2019-2020 Fiscal Year Period, the City had approximately 5,457,497 Sq. Ft. of flat work pressure cleaned. (Answered: May 13, 2021 3:48:48 PM EDT)

Add to Answer:

[edit](#)**Question 6**

Will this contract be awarded to one vendor, or multiple vendors? (Submitted: May 7, 2021 4:42:21 PM EDT)

Answer

- The City may award the Contract to one or more vendors, including the option to split the award for different services. However, Bidders must submit a set unit price for each bid line item. Failure to submit a set price for one or more line items, as requested on the BidSync line items, shall result in the vendor being deemed unresponsive. (Answered: May 13, 2021 3:48:48 PM EDT)

Add to Answer:

[edit](#)**Question 7**

In section 1.3.5 Other Requirements: D. Equipment, it states "Contractor must have a minimum of 1000 gallon water tank(s) per truck". If the city is going to provide the vendor with a hydrant meter, is the 1000 gallon water tank(s) still required? (Submitted: May 7, 2021 4:51:11 PM EDT)

Answer

- Yes, the City will be providing a hydrant meter, however the Contractor will still be required to have a minimum 1000 gallon water tank per truck. (Answered: May 13, 2021 3:48:48 PM EDT)

Add to Answer:

[edit](#)**Question 8**

Apart from the anticipated 6 million square feet of flat work to be pressure cleaned yearly, are the other areas (walls, fences and roofs) considered additional cleaning or as needed cleaning? (Submitted: May 10, 2021 3:54:02 PM EDT)

Answer

- All services shall be considered on an as-needed basis. The City has established estimated annual quantities for each line of service. The awarded contractor(s) shall provide a routine work schedule for the areas that the City's Contract Manager determines to need pressure washing services. The contractor shall bill the City based on the actual quantity of work performed at the awarded unit prices for the specific service. (Answered: May 13, 2021 5:09:15 PM EDT)

[edit](#)

Add to Answer:

Question 9

Does the 25 locations listed for general sidewalks, medians and curbs areas to be cleaned annually makes up the anticipated 6 million square feet of flat work to be pressure cleaned? What is the cleaning frequency of these areas on a yearly basis? (Submitted: May 10, 2021 4:07:43 PM EDT)

Answer

[edit](#) 

- Yes, these locations represent the majority of the annual estimated square footage and are generally cleaned once per year. (Answered: May 13, 2021 5:09:15 PM EDT)

Add to Answer:

Question 10

Will the routine work schedules mentioned in section 1.3.5 (G). be based upon the 25 locations listed in the areas to be addressed annually? (Submitted: May 10, 2021 4:25:31 PM EDT)

Answer

[edit](#) 

- Yes, unless directed otherwise by the City's Contract Manager. (Answered: May 13, 2021 5:09:15 PM EDT)

Add to Answer:

Question 11

We would like to know if our company has to be LEAD SAFE certified to Bid on the Pressure Cleaning Services solicitation from Pembroke Pines. Thank you (Submitted: May 12, 2021 10:07:05 AM EDT)

Answer

[edit](#) 

- Due to the potential of lead based paints, Contractor must be LEAD-SAFE CERTIFIED with the EPA prior to the award of the contract. (Answered: May 13, 2021 5:09:15 PM EDT)

Add to Answer:

Submit

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

Exhibit "B"

Green Earth Powerwashing

Bid Contact **Scott Peskin**
info@powerwashingandmore.com
Ph 954-777-6977

Address **1386 W Camino Real**
Boca Raton, FL 33486

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PSPW-21-01--01-01	Ground Level Work*	Supplier Product Code:	First Offer - \$0.0395	6000000 / square foot	\$237,000.00 Y Y
PSPW-21-01--01-02	Walls and fences up to 10 feet	Supplier Product Code:	First Offer - \$0.05	275000 / square foot	\$13,750.00 Y
PSPW-21-01--01-03	Walls and fences up to 20 feet	Supplier Product Code:	First Offer - \$0.05	275000 / square foot	\$13,750.00 Y
PSPW-21-01--01-04	Walls above 20 feet (city will provide lift)	Supplier Product Code:	First Offer - \$0.05	400000 / square foot	\$20,000.00 Y
PSPW-21-01--01-05	Single story roof	Supplier Product Code:	First Offer - \$0.08	100000 / square foot	\$8,000.00 Y
PSPW-21-01--01-06	Two story roof	Supplier Product Code:	First Offer - \$0.08	100000 / square foot	\$8,000.00 Y
PSPW-21-01--01-07	Chemical rust remover application	Supplier Product Code:	First Offer - \$0.026	1000000 / square foot	\$26,000.00 Y
PSPW-21-01--01-08	Miscellaneous items not covered above**	Supplier Product Code: Supplier Notes: \$25 per hour	First Offer - \$25.00	100 / square foot	\$2,500.00 Y

Supplier Total **\$329,000.00**

Green Earth Powerwashing

Item: **Ground Level Work***

Attachments

Pembroke Pines Notarized Contractual Service Agreement.pdf

Pembroke Pines Notarized Contractual Service Agreement.pdf



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the 13 day of May,
«Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

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

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation_Type_Abbreviation» # «Solicitation_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 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.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



City of Pembroke Pines

2.7 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 CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in Exhibit "A" attached hereto and made part hereof, for an initial «Initial_Contract_Length» period commencing on «Commencement_Date» and ending on «Termination_Date».

3.2 This Agreement may be renewed for «Contract_Renewal_Terms» upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon «Termination_for_Convenience» of written notice by the 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.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes an owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical»), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



City of Pembroke Pines

based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **RESERVED**

ARTICLE 7 **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



City of Pembroke Pines

of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 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.

7.3 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.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



City of Pembroke Pines

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident



City of Pembroke Pines

\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



City of Pembroke Pines

such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 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 all 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 Workers' 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, H.U.D., 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 has 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.



ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither 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.

11.2 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.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 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 Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

GOVERNING LAW AND VENUE

13.1 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 shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.



City of Pembroke Pines

ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



City of Pembroke Pines

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



City of Pembroke Pines

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **PUBLIC RECORDS**

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

19.1.1 Keep and maintain public records required by the CITY to perform the service;



City of Pembroke Pines

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 16.

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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

ARTICLE 20 MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



City of Pembroke Pines

rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney



City of Pembroke Pines

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor **«Vendor_Contact_Title»**
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



City of Pembroke Pines

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: Scott Green Earth Powerwashing
Name: Scott Pestkin
Title: president

STATE OF FL
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Scott Pestkin as of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of May, «Contract_Signature_Year». 2021

NOTARY PUBLIC (with signature)

(Name of Notary) Typed, Printed or Stamped HOLIKA CASTILLO MUNOZ, Notary Public, State of Florida, Commission # 155283, My Comm. Expires Dec 18, 2022



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the 13 day of May,
«Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

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

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation_Type_Abbreviation» # «Solicitation_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 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.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



City of Pembroke Pines

2.7 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 CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in Exhibit "A" attached hereto and made part hereof, for an initial «Initial_Contract_Length» period commencing on «Commencement_Date» and ending on «Termination_Date».

3.2 This Agreement may be renewed for «Contract_Renewal_Terms» upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon «Termination_for_Convenience» of written notice by the 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.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should 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.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes an owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical»), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



City of Pembroke Pines

based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **RESERVED**

ARTICLE 7 **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



City of Pembroke Pines

of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 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.

7.3 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.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



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8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident



City of Pembroke Pines

\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



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such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 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 all 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 Workers' 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, H.U.D., 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 has 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.



ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither 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.

11.2 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.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 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 Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

GOVERNING LAW AND VENUE

13.1 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 shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.



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ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



City of Pembroke Pines

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



City of Pembroke Pines

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **PUBLIC RECORDS**

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

19.1.1 Keep and maintain public records required by the CITY to perform the service;



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19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 16.

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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

ARTICLE 20 MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



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rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney



City of Pembroke Pines

Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor **«Vendor_Contact_Title»**
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



City of Pembroke Pines

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: Scott Green Earth Powerwashing
Name: Scott Pestkin
Title: president

STATE OF FL
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Scott Pestkin as of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of May, «Contract Signature Year» 2021

NOTARY PUBLIC (with signature)

(Name of Notary) Typed, Printed or Stamped HOLIKA CASTILLO MUNOZ, Notary Public, State of Florida, Commission # 155283, My Comm. Expires Dec 18, 2022

Supplier: Green Earth Powerwashing**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH PSPW-21-01 titled “Citywide Pressure Washing Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Green Earth Power Washing**

STREET ADDRESS: **1386 W Camino Real**

CITY, STATE & ZIP CODE: **Boca Raton**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Scott Peskin** TITLE: **President**

E-MAIL: **info@powerwashingandmore.com**

TELEPHONE: **9547776977** FAX:

AUTHORIZED APPROVER:

NAME: **Scott Peskin** TITLE: **President**

E-MAIL: **info@powerwashingandmore.com**

TELEPHONE: **9547776977** FAX:

SIGNATURE: **Scott Peskin**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer's Background Information	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Company Profile	Yes <input checked="" type="checkbox"/>
Commodity Codes	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
E-Verify System Certification Statement	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option:

Item #	Item Description	Unit Price	Estimated Annual Quantity	Unit of Measure	Total Cost
1)	Ground Level Work*	Price to be Submitted Via BidSync	6,000,000	Sq. Ft.	Price to be Submitted Via BidSync
2)	Walls and fences up to 10'	Price to be Submitted Via BidSync	275,000	Sq. Ft.	Price to be Submitted Via BidSync
3)	Walls and fences up to 20'	Price to be Submitted Via BidSync	275,000	Sq. Ft.	Price to be Submitted Via BidSync
4)	Walls above 20' (city will provide lift)	Price to be Submitted Via BidSync	400,000	Sq. Ft.	Price to be Submitted Via BidSync
5)	Single story roof	Price to be Submitted Via BidSync	100,000	Sq. Ft.	Price to be Submitted Via BidSync

6)	Two story roof	Price to be Submitted Via BidSync	100,000	Sq. Ft.	Price to be Submitted Via BidSync
7)	Chemical rust remover application	Price to be Submitted Via BidSync	1,000,000	Sq. Ft.	Price to be Submitted Via BidSync
8)	Miscellaneous items not covered above**	Price to be Submitted Via BidSync	100	Hour	Price to be Submitted Via BidSync

Notes:

*Ground level work shall include, but not be limited to, sidewalks, driveways, medians, curbs, parking bumpers, patio floors, and outdoor sporting surfaces such as basketball courts and pool decks. Proper MOT shall also be provided for ROW work.

**Miscellaneous hourly rate shall include the cost of one worker and all necessary equipment and supplies. This shall cover work such as pressure cleaning Playground Equipment, that can't be easily categorized into the previous line items.

Supplier: **Green Earth Powerwashing**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Green Earth Power Washing/ Scott Peskin**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Scott Peskin**

Title **President**

Name of Company **info@powerwashingandmore.com**

Supplier: Green Earth Powerwashing**PROPOSER'S BACKGROUND INFORMATION**

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

Green Earth Power Washing. We service cities, towns, municipalities , counties , HOAs, rental communities, management companies, schools, religious organizations.

2) At what address was that business located?

Palm Beach County, FL

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

I have never failed to complete work awarded to me.

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Prior to the work we are going to tour the complete city, at that point or goal is to kill all the spores the produce mold, dirt, mildew and grime where located.

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No, no sub-contracting

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

n/a

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

12) Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

We work with major management companies such as The town of Palm Beach, Downtown Development authority of West Palm Beach, ZRS, Greystar, Cornerstone, and Lincoln. This work consists of millions of miles of real estate that require power washing.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’s qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Green Earth Power Washing

(Company Name)

info@powerwashingandmore.com

(Printed Name/Signature)

Supplier: Green Earth Powerwashing

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Downtown Development Authority**

Address: **300 Clematis Street, Suite 200,**

City/State/Zip: **West Palm Beach, FL. 33401**

Contact Name: **Catherine R. Ast** Title: **District Services Manager**

E-Mail Address: **Cast@downtownwpb.com**

Telephone: **561 833-8873** Fax:

Project Information:

Name of Contractor Performing the work: **Green Earth Power Washing**

Name and location of the project: **West Palm Beach**

Nature of the firm's responsibility on the project: **Pressure cleaning of sidewalks, pavers, curbing & gum removal on a weekly basis for the Downtown District of West Palm Beach.**

Project duration: **10/1/13** Completion (Anticipated) Date: **present**

Size of project: **8 million sq. ft. annually** Cost of project: **650,000.00**

Work for which staff was responsible: **Pressure cleaning of sidewalks, pavers, curbing & gum removal on a weekly basis for the Downtown District of West Palm Beach.**

Contract Type: **Government Contract**

The results/deliverables of the project: **successful**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be**

uplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: **Facilities Division Manager Town of Palm Beach Public Works**

Address: **951 Okeechobee Rd.**

City/State/Zip: **West Palm Beach, FL 33401**

Contact Name: **Paul Colby** Title: **Facilities Division Manager Town of Palm Beach Public Works**

E-Mail Address: **pcolby@townofpalmbeach.com**

Telephone: **561-227-7019** Fax:

Project Information:

Name of Contractor Performing the work: **Green Earth Power Washing**

Name and location of the project: **West Palm Beach**

Nature of the firm's responsibility on the project: **Pressure clean all Town owned sidewalks, curbing, monument signs, ect... including Worth Ave on a 6-month cleaning cycle.**

Project duration: **10/1/16** Completion (Anticipated) Date: **Present**

Size of project: **550,000 sq ft annually** Cost of project: **50,000.00**

Work for which staff was responsible: **Pressure clean all Town owned sidewalks, curbing, monument signs, including Worth Ave on a 6-month cleaning cycle.**

Contract Type: **Government Contract**

The results/deliverables of the project: **successful**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Village of Royal Palm Beach Public Works Dept.**

Address: **10996 Okeechobee Blvd**

City/State/Zip: **Royal Palm Beach, FL 33411**

Contact Name: **Kurt S Riggott** Title: **Facilities Superintendent**

E-Mail Address: **kriggott@royalpalmbeach.com**

Telephone: **561-227-7019** Fax:

Project Information:

Name of Contractor Performing the work: **Green Earth Power Washing**

Name and location of the project: **Royal Palm Beach - Sidewalks & Median Pressure Cleaning**

Nature of the firm's responsibility on the project: **Pressure cleaning of sidewalks, median curbs and retaining walls along state and county roads throughout the Village of Royal Palm Beach.**

Project duration: **3/31/21** Completion (Anticipated) Date: **Present**

Size of project: **1.5 Million Sq. ft in 2 months** Cost of project: **\$50,000**

Work for which staff was responsible: **Sidewalks & Median Pressure Cleaning**

Contract Type: **Government Contract**

The results/deliverables of the project: **successful**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of West Palm Beach**

Address: **401 Clematis Street**

City/State/Zip: **West Palm Beach, FL 33401**

Contact Name: **Rudolf R. Galindo** Title: **Assistant Director Parks and Recreation**

E-Mail Address: **rgalindo@wpb.org**

Telephone: **561-804-4903** Fax:

Project Information:

Name of Contractor Performing the work: **Green Earth Power Washing**

Name and location of the project: **West Palm Beach/Citywide**

Nature of the firm’s responsibility on the project: **Citywide pressure cleaning to include sidewalks, pavers, parking lots and any other horizontal areas as well as the vertical surfaces of single and multi-story structures.**

Project duration: **10/2016** Completion (Anticipated) Date: **Present**

Size of project: **1 million sq. ft. annually** Cost of project: **\$50,000.00**

Work for which staff was responsible: **Citywide pressure cleaning to include sidewalks, pavers, parking lots and any other horizontal areas as well as the vertical surfaces of single and multi-story structures.**

Contract Type: **Government Contract**

The results/deliverables of the project: **successful**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project: **info@powerwashingandmore.com**



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Power Washing and More LLC		
Doing Business As (DBA)	Green Earth Powerwashing		
Primary Business Address	1386 W Camino Real		
	City:	Boca Raton	
	State:	FL	Zip: 33486
	Country:	US	

Organization Background	
Please state the year that you company started its business	
Please state the year that your company started providing service under your current business name	
What State is your Company Registered In?	

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>Green Earth Powerwashing is here to help with all your pressure washing needs. We're licensed, insured and have all the right credentials to work with you on your commercial cleaning projects. Our state-of-the-art trucks plus our unique cleaning processes and procedures set us apart from the rest.</p> <p>Green Earth Powerwashing specializes in cleaning larger properties! We Clean ... Commercial Buildings - Retail - Industrial - Government - Residential Multi-Family HOA/Condo - Healthcare Facilities - Parking Garages - School Campuses - Airports - Stadiums - Shopping Plazas - Financial Institutions - And More!</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Power Washing and More LLC		
Doing Business As (DBA)	Green Earth Powerwashing		
Primary Business Address	1386 W Camino Real		
	City:	Boca Raton	
	State:	FL	Zip: 33486
Remit To Address	Country: US		
	City:		Zip:
Order From Address			
	City:		Zip:
Foreign Entity (Yes/No)	NO		
Telephone Number	954-777-6977		
Primary Company E-mail	INFO@POWERWASHINGANDMORE.COM		
Fax	954-777-6977		
Website	https://greenearthpowerwash.com/		
DUNS			
Independent Contractor (Yes/No)	NO		
Identification Number	SSN:		FID: 86-1254799

GENERAL PAYMENT TERMS		
Discount Percent	Days to Discount	Days to Net
Defines the discount percentage the vendor extends to your organization.	Number of days which payment must be received to claim the discount percent.	Number of days that the vendor allows before requiring net payment.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

CONTACT # 1	
Contact Name (First & Last Name)	Scott Peskin
Description/Title/Position	Owner/Operator
Phone (Voice)	954-777-6977
Phone (Text)	954-777-6977 Opt In (Y/N): <input type="checkbox"/>
Fax	954-777-6977
E-mail	info@powerwashingandmore.com

CONTACT # 2	
Contact Name (First & Last Name)	
Description/Title/Position	
Phone (Voice)	
Phone (Text)	
Fax	
E-mail	

CONTACT # 3	
Contact Name (First & Last Name)	
Description/Title/Position	
Phone (Voice)	
Phone (Text)	
Fax	
E-mail	

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise			
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	<input type="checkbox"/>
Local Pembroke Pines Vendor	<input type="checkbox"/>
Not a Local Broward County of Pembroke Pines Vendor	<input type="checkbox"/>

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Power Washing and More LLC

2 Business name/disregarded entity name, if different from above

Green Earth Powerwashing

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **S**
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1386 W Camino Real

Requester's name and address (optional)

6 City, state, and ZIP code

Boca Raton, FL 33486

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number										
8	6		-	1	2	5	4	7	9	9

Part II Certification

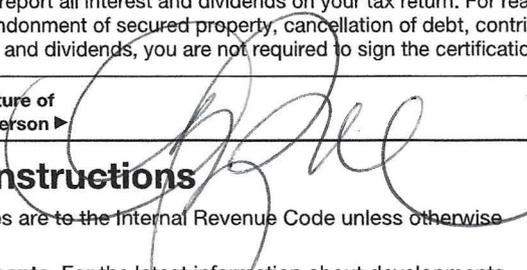
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

2-17-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**DBA:** GREEN EARTH POWERWASHING
Business Name: GREEN EARTH POWERWASHING**Receipt #:** 325-315952
Business Type: CLEANING/JANITORIAL
(POWERWASHING)**Owner Name:** POWER WASHING AND MORE LLC
Business Location: 1386 W CAMINO REAL
PALM BEACH COUNTY
Business Phone: 9547776977**Business Opened:** 01/01/2021
State/County/Cert/Reg:
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
3

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
16.50	0.00	0.00	0.00	0.00	0.00	16.50

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:POWER WASHING AND MORE LLC
1386 W CAMINO REAL
BOCA RATON, FL 33486-8451**Receipt #** WWW-20-00203654
Paid 05/04/2021 16.50**2020 - 2021****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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Receipt # WWW-20-00203654
Paid 05/04/2021 16.50

Check Box	Category Code	General Code	Detail Code	Category Description
	11			Agriculture, Forestry, Fishing and Hunting
		111		Crop Production
			111110	Soybean Farming
			111120	Oilseed (except Soybean) Farming
			111130	Dry Pea and Bean Farming
			111140	Wheat Farming
			111150	Corn Farming
			111160	Rice Farming
			111191	Oilseed and Grain Combination Farming
			111199	All Other Grain Farming
			111211	Potato Farming
			111219	Other Vegetable (except Potato) and Melon Farming
			111310	Orange Groves
			111320	Citrus (except Orange) Groves
			111331	Apple Orchards
			111332	Grape Vineyards
			111333	Strawberry Farming
			111334	Berry (except Strawberry) Farming
			111335	Tree Nut Farming
			111336	Fruit and Tree Nut Combination Farming
			111339	Other Noncitrus Fruit Farming
			111411	Mushroom Production
			111419	Other Food Crops Grown Under Cover
			111421	Nursery and Tree Production
			111422	Floriculture Production
			111910	Tobacco Farming
			111920	Cotton Farming
			111930	Sugarcane Farming
			111940	Hay Farming
			111991	Sugar Beet Farming
			111992	Peanut Farming
			111998	All Other Miscellaneous Crop Farming
		112		Animal Production and Aquaculture
			112111	Beef Cattle Ranching and Farming
			112112	Cattle Feedlots
			112120	Dairy Cattle and Milk Production
			112130	Dual-Purpose Cattle Ranching and Farming
			112210	Hog and Pig Farming
			112310	Chicken Egg Production
			112320	Broilers and Other Meat Type Chicken Production
			112330	Turkey Production
			112340	Poultry Hatcheries
			112390	Other Poultry Production
			112410	Sheep Farming
			112420	Goat Farming
			112511	Finfish Farming and Fish Hatcheries
			112512	Shellfish Farming
			112519	Other Aquaculture
			112910	Apiculture

Check Box	Category Code	General Code	Detail Code	Category Description
			112920	Horses and Other Equine Production
			112930	Fur-Bearing Animal and Rabbit Production
			112990	All Other Animal Production
		113		Forestry and Logging
			113110	Timber Tract Operations
			113210	Forest Nurseries and Gathering of Forest Products
			113310	Logging
		114		Fishing, Hunting and Trapping
			114111	Finfish Fishing
			114112	Shellfish Fishing
			114119	Other Marine Fishing
			114210	Hunting and Trapping
		115		Support Activities for Agriculture and Forestry
			115111	Cotton Ginning
			115112	Soil Preparation, Planting, and Cultivating
			115113	Crop Harvesting, Primarily by Machine
			115114	Postharvest Crop Activities (except Cotton Ginning)
			115115	Farm Labor Contractors and Crew Leaders
			115116	Farm Management Services
			115210	Support Activities for Animal Production
			115310	Support Activities for Forestry
	21			Mining, Quarrying, and Oil and Gas Extraction
		211		Oil and Gas Extraction
			211120	Crude Petroleum Extraction
			211130	Natural Gas Extraction
		212		Mining (except Oil and Gas)
			212111	Bituminous Coal and Lignite Surface Mining
			212112	Bituminous Coal Underground Mining
			212113	Anthracite Mining
			212210	Iron Ore Mining
			212221	Gold Ore Mining
			212222	Silver Ore Mining
			212230	Copper, Nickel, Lead, and Zinc Mining
			212291	Uranium-Radium-Vanadium Ore Mining
			212299	All Other Metal Ore Mining
			212311	Dimension Stone Mining and Quarrying
			212312	Crushed and Broken Limestone Mining and Quarrying
			212313	Crushed and Broken Granite Mining and Quarrying
			212319	Other Crushed and Broken Stone Mining and Quarrying
			212321	Construction Sand and Gravel Mining
			212322	Industrial Sand Mining
			212324	Kaolin and Ball Clay Mining
			212325	Clay and Ceramic and Refractory Minerals Mining
			212391	Potash, Soda, and Borate Mineral Mining
			212392	Phosphate Rock Mining
			212393	Other Chemical and Fertilizer Mineral Mining
			212399	All Other Nonmetallic Mineral Mining
		213		Support Activities for Mining
			213111	Drilling Oil and Gas Wells

Check Box	Category Code	General Code	Detail Code	Category Description
			213112	Support Activities for Oil and Gas Operations
			213113	Support Activities for Coal Mining
			213114	Support Activities for Metal Mining
			213115	Support Activities for Nonmetallic Minerals (except Fuels) Mining
	22			Utilities
		221		Utilities
			221111	Hydroelectric Power Generation
			221112	Fossil Fuel Electric Power Generation
			221113	Nuclear Electric Power Generation
			221114	Solar Electric Power Generation
			221115	Wind Electric Power Generation
			221116	Geothermal Electric Power Generation
			221117	Biomass Electric Power Generation
			221118	Other Electric Power Generation
			221121	Electric Bulk Power Transmission and Control
			221122	Electric Power Distribution
			221210	Natural Gas Distribution
			221310	Water Supply and Irrigation Systems
			221320	Sewage Treatment Facilities
			221330	Steam and Air-Conditioning Supply
	23			Construction
		236		Construction of Buildings
			236115	New Single-Family Housing Construction (except For-Sale Builders)
			236116	New Multifamily Housing Construction (except For-Sale Builders)
			236117	New Housing For-Sale Builders
			236118	Residential Remodelers
			236210	Industrial Building Construction
			236220	Commercial and Institutional Building Construction
		237		Heavy and Civil Engineering Construction
			237110	Water and Sewer Line and Related Structures Construction
			237120	Oil and Gas Pipeline and Related Structures Construction
			237130	Power and Communication Line and Related Structures Construction
			237210	Land Subdivision
			237310	Highway, Street, and Bridge Construction
			237990	Other Heavy and Civil Engineering Construction
		238		Specialty Trade Contractors
			238110	Poured Concrete Foundation and Structure Contractors
			238120	Structural Steel and Precast Concrete Contractors
			238130	Framing Contractors
			238140	Masonry Contractors
			238150	Glass and Glazing Contractors
			238160	Roofing Contractors
			238170	Siding Contractors
			238190	Other Foundation, Structure, and Building Exterior Contractors
			238210	Electrical Contractors and Other Wiring Installation Contractors
			238220	Plumbing, Heating, and Air-Conditioning Contractors
			238290	Other Building Equipment Contractors
			238310	Drywall and Insulation Contractors
			238320	Painting and Wall Covering Contractors

Check Box	Category Code	General Code	Detail Code	Category Description
			238330	Flooring Contractors
			238340	Tile and Terrazzo Contractors
			238350	Finish Carpentry Contractors
			238390	Other Building Finishing Contractors
			238910	Site Preparation Contractors
✓			238990	All Other Specialty Trade Contractors
	31-33			Manufacturing
		311		Food Manufacturing
			311111	Dog and Cat Food Manufacturing
			311119	Other Animal Food Manufacturing
			311211	Flour Milling
			311212	Rice Milling
			311213	Malt Manufacturing
			311221	Wet Corn Milling
			311224	Soybean and Other Oilseed Processing
			311225	Fats and Oils Refining and Blending
			311230	Breakfast Cereal Manufacturing
			311313	Beet Sugar Manufacturing
			311314	Cane Sugar Manufacturing
			311340	Nonchocolate Confectionery Manufacturing
			311351	Chocolate and Confectionery Manufacturing from Cacao Beans
			311352	Confectionery Manufacturing from Purchased Chocolate
			311411	Frozen Fruit, Juice, and Vegetable Manufacturing
			311412	Frozen Specialty Food Manufacturing
			311421	Fruit and Vegetable Canning
			311422	Specialty Canning
			311423	Dried and Dehydrated Food Manufacturing
			311511	Fluid Milk Manufacturing
			311512	Creamery Butter Manufacturing
			311513	Cheese Manufacturing
			311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing
			311520	Ice Cream and Frozen Dessert Manufacturing
			311611	Animal (except Poultry) Slaughtering
			311612	Meat Processed from Carcasses
			311613	Rendering and Meat Byproduct Processing
			311615	Poultry Processing
			311710	Seafood Product Preparation and Packaging
			311811	Retail Bakeries
			311812	Commercial Bakeries
			311813	Frozen Cakes, Pies, and Other Pastries Manufacturing
			311821	Cookie and Cracker Manufacturing
			311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour
			311830	Tortilla Manufacturing
			311911	Roasted Nuts and Peanut Butter Manufacturing
			311919	Other Snack Food Manufacturing
			311920	Coffee and Tea Manufacturing
			311930	Flavoring Syrup and Concentrate Manufacturing
			311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing
			311942	Spice and Extract Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			311991	Perishable Prepared Food Manufacturing
			311999	All Other Miscellaneous Food Manufacturing
		312		Beverage and Tobacco Product Manufacturing
			312111	Soft Drink Manufacturing
			312112	Bottled Water Manufacturing
			312113	Ice Manufacturing
			312120	Breweries
			312130	Wineries
			312140	Distilleries
			312230	Tobacco Manufacturing
		313		Textile Mills
			313110	Fiber, Yarn, and Thread Mills
			313210	Broadwoven Fabric Mills
			313220	Narrow Fabric Mills and Schifflli Machine Embroidery
			313230	Nonwoven Fabric Mills
			313240	Knit Fabric Mills
			313310	Textile and Fabric Finishing Mills
			313320	Fabric Coating Mills
		314		Textile Product Mills
			314110	Carpet and Rug Mills
			314120	Curtain and Linen Mills
			314910	Textile Bag and Canvas Mills
			314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills
			314999	All Other Miscellaneous Textile Product Mills
		315		Apparel Manufacturing
			315110	Hosiery and Sock Mills
			315190	Other Apparel Knitting Mills
			315210	Cut and Sew Apparel Contractors
			315220	Men's and Boys' Cut and Sew Apparel Manufacturing
			315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing
			315280	Other Cut and Sew Apparel Manufacturing
			315990	Apparel Accessories and Other Apparel Manufacturing
		316		Leather and Allied Product Manufacturing
			316110	Leather and Hide Tanning and Finishing
			316210	Footwear Manufacturing
			316992	Women's Handbag and Purse Manufacturing
			316998	All Other Leather Good and Allied Product Manufacturing
		321		Wood Product Manufacturing
			321113	Sawmills
			321114	Wood Preservation
			321211	Hardwood Veneer and Plywood Manufacturing
			321212	Softwood Veneer and Plywood Manufacturing
			321213	Engineered Wood Member (except Truss) Manufacturing
			321214	Truss Manufacturing
			321219	Reconstituted Wood Product Manufacturing
			321911	Wood Window and Door Manufacturing
			321912	Cut Stock, Resawing Lumber, and Planing
			321918	Other Millwork (including Flooring)
			321920	Wood Container and Pallet Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			321991	Manufactured Home (Mobile Home) Manufacturing
			321992	Prefabricated Wood Building Manufacturing
			321999	All Other Miscellaneous Wood Product Manufacturing
		322		Paper Manufacturing
			322110	Pulp Mills
			322121	Paper (except Newsprint) Mills
			322122	Newsprint Mills
			322130	Paperboard Mills
			322211	Corrugated and Solid Fiber Box Manufacturing
			322212	Folding Paperboard Box Manufacturing
			322219	Other Paperboard Container Manufacturing
			322220	Paper Bag and Coated and Treated Paper Manufacturing
			322230	Stationery Product Manufacturing
			322291	Sanitary Paper Product Manufacturing
			322299	All Other Converted Paper Product Manufacturing
		323		Printing and Related Support Activities
			323111	Commercial Printing (except Screen and Books)
			323113	Commercial Screen Printing
			323117	Books Printing
			323120	Support Activities for Printing
		324		Petroleum and Coal Products Manufacturing
			324110	Petroleum Refineries
			324121	Asphalt Paving Mixture and Block Manufacturing
			324122	Asphalt Shingle and Coating Materials Manufacturing
			324191	Petroleum Lubricating Oil and Grease Manufacturing
			324199	All Other Petroleum and Coal Products Manufacturing
		325		Chemical Manufacturing
			325110	Petrochemical Manufacturing
			325120	Industrial Gas Manufacturing
			325130	Synthetic Dye and Pigment Manufacturing
			325180	Other Basic Inorganic Chemical Manufacturing
			325193	Ethyl Alcohol Manufacturing
			325194	Cyclic Crude, Intermediate, and Gum and Wood Chemical Manufacturing
			325199	All Other Basic Organic Chemical Manufacturing
			325211	Plastics Material and Resin Manufacturing
			325212	Synthetic Rubber Manufacturing
			325220	Artificial and Synthetic Fibers and Filaments Manufacturing
			325311	Nitrogenous Fertilizer Manufacturing
			325312	Phosphatic Fertilizer Manufacturing
			325314	Fertilizer (Mixing Only) Manufacturing
			325320	Pesticide and Other Agricultural Chemical Manufacturing
			325411	Medicinal and Botanical Manufacturing
			325412	Pharmaceutical Preparation Manufacturing
			325413	In-Vitro Diagnostic Substance Manufacturing
			325414	Biological Product (except Diagnostic) Manufacturing
			325510	Paint and Coating Manufacturing
			325520	Adhesive Manufacturing
			325611	Soap and Other Detergent Manufacturing
			325612	Polish and Other Sanitation Good Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			325613	Surface Active Agent Manufacturing
			325620	Toilet Preparation Manufacturing
			325910	Printing Ink Manufacturing
			325920	Explosives Manufacturing
			325991	Custom Compounding of Purchased Resins
			325992	Photographic Film, Paper, Plate, and Chemical Manufacturing
			325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing
		326		Plastics and Rubber Products Manufacturing
			326111	Plastics Bag and Pouch Manufacturing
			326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing
			326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing
			326121	Unlaminated Plastics Profile Shape Manufacturing
			326122	Plastics Pipe and Pipe Fitting Manufacturing
			326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing
			326140	Polystyrene Foam Product Manufacturing
			326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing
			326160	Plastics Bottle Manufacturing
			326191	Plastics Plumbing Fixture Manufacturing
			326199	All Other Plastics Product Manufacturing
			326211	Tire Manufacturing (except Retreading)
			326212	Tire Retreading
			326220	Rubber and Plastics Hoses and Belting Manufacturing
			326291	Rubber Product Manufacturing for Mechanical Use
			326299	All Other Rubber Product Manufacturing
		327		Nonmetallic Mineral Product Manufacturing
			327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing
			327120	Clay Building Material and Refractories Manufacturing
			327211	Flat Glass Manufacturing
			327212	Other Pressed and Blown Glass and Glassware Manufacturing
			327213	Glass Container Manufacturing
			327215	Glass Product Manufacturing Made of Purchased Glass
			327310	Cement Manufacturing
			327320	Ready-Mix Concrete Manufacturing
			327331	Concrete Block and Brick Manufacturing
			327332	Concrete Pipe Manufacturing
			327390	Other Concrete Product Manufacturing
			327410	Lime Manufacturing
			327420	Gypsum Product Manufacturing
			327910	Abrasive Product Manufacturing
			327991	Cut Stone and Stone Product Manufacturing
			327992	Ground or Treated Mineral and Earth Manufacturing
			327993	Mineral Wool Manufacturing
			327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing
		331		Primary Metal Manufacturing
			331110	Iron and Steel Mills and Ferroalloy Manufacturing
			331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel
			331221	Rolled Steel Shape Manufacturing
			331222	Steel Wire Drawing
			331313	Alumina Refining and Primary Aluminum Production

Check Box	Category Code	General Code	Detail Code	Category Description
			331314	Secondary Smelting and Alloying of Aluminum
			331315	Aluminum Sheet, Plate, and Foil Manufacturing
			331318	Other Aluminum Rolling, Drawing, and Extruding
			331410	Nonferrous Metal (except Aluminum) Smelting and Refining
			331420	Copper Rolling, Drawing, Extruding, and Alloying
			331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing, and Extruding
			331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)
			331511	Iron Foundries
			331512	Steel Investment Foundries
			331513	Steel Foundries (except Investment)
			331523	Nonferrous Metal Die-Casting Foundries
			331524	Aluminum Foundries (except Die-Casting)
			331529	Other Nonferrous Metal Foundries (except Die-Casting)
		332		Fabricated Metal Product Manufacturing
			332111	Iron and Steel Forging
			332112	Nonferrous Forging
			332114	Custom Roll Forming
			332117	Powder Metallurgy Part Manufacturing
			332119	Metal Crown, Closure, and Other Metal Stamping (except Automotive)
			332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing
			332216	Saw Blade and Handtool Manufacturing
			332311	Prefabricated Metal Building and Component Manufacturing
			332312	Fabricated Structural Metal Manufacturing
			332313	Plate Work Manufacturing
			332321	Metal Window and Door Manufacturing
			332322	Sheet Metal Work Manufacturing
			332323	Ornamental and Architectural Metal Work Manufacturing
			332410	Power Boiler and Heat Exchanger Manufacturing
			332420	Metal Tank (Heavy Gauge) Manufacturing
			332431	Metal Can Manufacturing
			332439	Other Metal Container Manufacturing
			332510	Hardware Manufacturing
			332613	Spring Manufacturing
			332618	Other Fabricated Wire Product Manufacturing
			332710	Machine Shops
			332721	Precision Turned Product Manufacturing
			332722	Bolt, Nut, Screw, Rivet, and Washer Manufacturing
			332811	Metal Heat Treating
			332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers
			332813	Electroplating, Plating, Polishing, Anodizing, and Coloring
			332911	Industrial Valve Manufacturing
			332912	Fluid Power Valve and Hose Fitting Manufacturing
			332913	Plumbing Fixture Fitting and Trim Manufacturing
			332919	Other Metal Valve and Pipe Fitting Manufacturing
			332991	Ball and Roller Bearing Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			332992	Small Arms Ammunition Manufacturing
			332993	Ammunition (except Small Arms) Manufacturing
			332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing
			332996	Fabricated Pipe and Pipe Fitting Manufacturing
			332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
		333		Machinery Manufacturing
			333111	Farm Machinery and Equipment Manufacturing
			333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing
			333120	Construction Machinery Manufacturing
			333131	Mining Machinery and Equipment Manufacturing
			333132	Oil and Gas Field Machinery and Equipment Manufacturing
			333241	Food Product Machinery Manufacturing
			333242	Semiconductor Machinery Manufacturing
			333243	Sawmill, Woodworking, and Paper Machinery Manufacturing
			333244	Printing Machinery and Equipment Manufacturing
			333249	Other Industrial Machinery Manufacturing
			333314	Optical Instrument and Lens Manufacturing
			333316	Photographic and Photocopying Equipment Manufacturing
			333318	Other Commercial and Service Industry Machinery Manufacturing
			333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
			333414	Heating Equipment (except Warm Air Furnaces) Manufacturing
			333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
			333511	Industrial Mold Manufacturing
			333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing
			333515	Cutting Tool and Machine Tool Accessory Manufacturing
			333517	Machine Tool Manufacturing
			333519	Rolling Mill and Other Metalworking Machinery Manufacturing
			333611	Turbine and Turbine Generator Set Units Manufacturing
			333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing
			333613	Mechanical Power Transmission Equipment Manufacturing
			333618	Other Engine Equipment Manufacturing
			333912	Air and Gas Compressor Manufacturing
			333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing
			333921	Elevator and Moving Stairway Manufacturing
			333922	Conveyor and Conveying Equipment Manufacturing
			333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing
			333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
			333991	Power-Driven Handtool Manufacturing
			333992	Welding and Soldering Equipment Manufacturing
			333993	Packaging Machinery Manufacturing
			333994	Industrial Process Furnace and Oven Manufacturing
			333995	Fluid Power Cylinder and Actuator Manufacturing
			333996	Fluid Power Pump and Motor Manufacturing
			333997	Scale and Balance Manufacturing
			333999	All Other Miscellaneous General Purpose Machinery Manufacturing
		334		Computer and Electronic Product Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			334111	Electronic Computer Manufacturing
			334112	Computer Storage Device Manufacturing
			334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing
			334210	Telephone Apparatus Manufacturing
			334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
			334290	Other Communications Equipment Manufacturing
			334310	Audio and Video Equipment Manufacturing
			334412	Bare Printed Circuit Board Manufacturing
			334413	Semiconductor and Related Device Manufacturing
			334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing
			334417	Electronic Connector Manufacturing
			334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
			334419	Other Electronic Component Manufacturing
			334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
			334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
			334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
			334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables
			334514	Totalizing Fluid Meter and Counting Device Manufacturing
			334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals
			334516	Analytical Laboratory Instrument Manufacturing
			334517	Irradiation Apparatus Manufacturing
			334519	Other Measuring and Controlling Device Manufacturing
			334613	Blank Magnetic and Optical Recording Media Manufacturing
			334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing
		335		Electrical Equipment, Appliance, and Component Manufacturing
			335110	Electric Lamp Bulb and Part Manufacturing
			335121	Residential Electric Lighting Fixture Manufacturing
			335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing
			335129	Other Lighting Equipment Manufacturing
			335210	Small Electrical Appliance Manufacturing
			335220	Major Household Appliance Manufacturing
			335311	Power, Distribution, and Specialty Transformer Manufacturing
			335312	Motor and Generator Manufacturing
			335313	Switchgear and Switchboard Apparatus Manufacturing
			335314	Relay and Industrial Control Manufacturing
			335911	Storage Battery Manufacturing
			335912	Primary Battery Manufacturing
			335921	Fiber Optic Cable Manufacturing
			335929	Other Communication and Energy Wire Manufacturing
			335931	Current-Carrying Wiring Device Manufacturing
			335932	Noncurrent-Carrying Wiring Device Manufacturing
			335991	Carbon and Graphite Product Manufacturing
			335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing
		336		Transportation Equipment Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			336111	Automobile Manufacturing
			336112	Light Truck and Utility Vehicle Manufacturing
			336120	Heavy Duty Truck Manufacturing
			336211	Motor Vehicle Body Manufacturing
			336212	Truck Trailer Manufacturing
			336213	Motor Home Manufacturing
			336214	Travel Trailer and Camper Manufacturing
			336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing
			336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing
			336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing
			336340	Motor Vehicle Brake System Manufacturing
			336350	Motor Vehicle Transmission and Power Train Parts Manufacturing
			336360	Motor Vehicle Seating and Interior Trim Manufacturing
			336370	Motor Vehicle Metal Stamping
			336390	Other Motor Vehicle Parts Manufacturing
			336411	Aircraft Manufacturing
			336412	Aircraft Engine and Engine Parts Manufacturing
			336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
			336414	Guided Missile and Space Vehicle Manufacturing
			336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing
			336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing
			336510	Railroad Rolling Stock Manufacturing
			336611	Ship Building and Repairing
			336612	Boat Building
			336991	Motorcycle, Bicycle, and Parts Manufacturing
			336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing
			336999	All Other Transportation Equipment Manufacturing
		337		Furniture and Related Product Manufacturing
			337110	Wood Kitchen Cabinet and Countertop Manufacturing
			337121	Upholstered Household Furniture Manufacturing
			337122	Nonupholstered Wood Household Furniture Manufacturing
			337124	Metal Household Furniture Manufacturing
			337125	Household Furniture (except Wood and Metal) Manufacturing
			337127	Institutional Furniture Manufacturing
			337211	Wood Office Furniture Manufacturing
			337212	Custom Architectural Woodwork and Millwork Manufacturing
			337214	Office Furniture (except Wood) Manufacturing
			337215	Showcase, Partition, Shelving, and Locker Manufacturing
			337910	Mattress Manufacturing
			337920	Blind and Shade Manufacturing
		339		Miscellaneous Manufacturing
			339112	Surgical and Medical Instrument Manufacturing
			339113	Surgical Appliance and Supplies Manufacturing
			339114	Dental Equipment and Supplies Manufacturing
			339115	Ophthalmic Goods Manufacturing
			339116	Dental Laboratories

Check Box	Category Code	General Code	Detail Code	Category Description
			339910	Jewelry and Silverware Manufacturing
			339920	Sporting and Athletic Goods Manufacturing
			339930	Doll, Toy, and Game Manufacturing
			339940	Office Supplies (except Paper) Manufacturing
			339950	Sign Manufacturing
			339991	Gasket, Packing, and Sealing Device Manufacturing
			339992	Musical Instrument Manufacturing
			339993	Fastener, Button, Needle, and Pin Manufacturing
			339994	Broom, Brush, and Mop Manufacturing
			339995	Burial Casket Manufacturing
			339999	All Other Miscellaneous Manufacturing
	42			Wholesale Trade
		423		Merchant Wholesalers, Durable Goods
			423110	Automobile and Other Motor Vehicle Merchant Wholesalers
			423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers
			423130	Tire and Tube Merchant Wholesalers
			423140	Motor Vehicle Parts (Used) Merchant Wholesalers
			423210	Furniture Merchant Wholesalers
			423220	Home Furnishing Merchant Wholesalers
			423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
			423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
			423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
			423390	Other Construction Material Merchant Wholesalers
			423410	Photographic Equipment and Supplies Merchant Wholesalers
			423420	Office Equipment Merchant Wholesalers
			423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
			423440	Other Commercial Equipment Merchant Wholesalers
			423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
			423460	Ophthalmic Goods Merchant Wholesalers
			423490	Other Professional Equipment and Supplies Merchant Wholesalers
			423510	Metal Service Centers and Other Metal Merchant Wholesalers
			423520	Coal and Other Mineral and Ore Merchant Wholesalers
			423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
			423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
			423690	Other Electronic Parts and Equipment Merchant Wholesalers
			423710	Hardware Merchant Wholesalers
			423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
			423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
			423740	Refrigeration Equipment and Supplies Merchant Wholesalers
			423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
			423820	Farm and Garden Machinery and Equipment Merchant Wholesalers
			423830	Industrial Machinery and Equipment Merchant Wholesalers
			423840	Industrial Supplies Merchant Wholesalers

Check Box	Category Code	General Code	Detail Code	Category Description
			423850	Service Establishment Equipment and Supplies Merchant Wholesalers
			423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
			423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers
			423920	Toy and Hobby Goods and Supplies Merchant Wholesalers
			423930	Recyclable Material Merchant Wholesalers
			423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers
			423990	Other Miscellaneous Durable Goods Merchant Wholesalers
		424		Merchant Wholesalers, Nondurable Goods
			424110	Printing and Writing Paper Merchant Wholesalers
			424120	Stationery and Office Supplies Merchant Wholesalers
			424130	Industrial and Personal Service Paper Merchant Wholesalers
			424210	Drugs and Druggists' Sundries Merchant Wholesalers
			424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers
			424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers
			424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers
			424340	Footwear Merchant Wholesalers
			424410	General Line Grocery Merchant Wholesalers
			424420	Packaged Frozen Food Merchant Wholesalers
			424430	Dairy Product (except Dried or Canned) Merchant Wholesalers
			424440	Poultry and Poultry Product Merchant Wholesalers
			424450	Confectionery Merchant Wholesalers
			424460	Fish and Seafood Merchant Wholesalers
			424470	Meat and Meat Product Merchant Wholesalers
			424480	Fresh Fruit and Vegetable Merchant Wholesalers
			424490	Other Grocery and Related Products Merchant Wholesalers
			424510	Grain and Field Bean Merchant Wholesalers
			424520	Livestock Merchant Wholesalers
			424590	Other Farm Product Raw Material Merchant Wholesalers
			424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers
			424690	Other Chemical and Allied Products Merchant Wholesalers
			424710	Petroleum Bulk Stations and Terminals
			424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)
			424810	Beer and Ale Merchant Wholesalers
			424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers
			424910	Farm Supplies Merchant Wholesalers
			424920	Book, Periodical, and Newspaper Merchant Wholesalers
			424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers
			424940	Tobacco and Tobacco Product Merchant Wholesalers
			424950	Paint, Varnish, and Supplies Merchant Wholesalers
			424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers
		425		Wholesale Electronic Markets and Agents and Brokers
			425110	Business to Business Electronic Markets
			425120	Wholesale Trade Agents and Brokers
	44-45			Retail Trade
		441		Motor Vehicle and Parts Dealers
			441110	New Car Dealers

Check Box	Category Code	General Code	Detail Code	Category Description
			441120	Used Car Dealers
			441210	Recreational Vehicle Dealers
			441222	Boat Dealers
			441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers
			441310	Automotive Parts and Accessories Stores
			441320	Tire Dealers
		442		Furniture and Home Furnishings Stores
			442110	Furniture Stores
			442210	Floor Covering Stores
			442291	Window Treatment Stores
			442299	All Other Home Furnishings Stores
		443		Electronics and Appliance Stores
			443141	Household Appliance Stores
			443142	Electronics Stores
		444		Building Material and Garden Equipment and Supplies Dealers
			444110	Home Centers
			444120	Paint and Wallpaper Stores
			444130	Hardware Stores
			444190	Other Building Material Dealers
			444210	Outdoor Power Equipment Stores
			444220	Nursery, Garden Center, and Farm Supply Stores
		445		Food and Beverage Stores
			445110	Supermarkets and Other Grocery (except Convenience) Stores
			445120	Convenience Stores
			445210	Meat Markets
			445220	Fish and Seafood Markets
			445230	Fruit and Vegetable Markets
			445291	Baked Goods Stores
			445292	Confectionery and Nut Stores
			445299	All Other Specialty Food Stores
			445310	Beer, Wine, and Liquor Stores
		446		Health and Personal Care Stores
			446110	Pharmacies and Drug Stores
			446120	Cosmetics, Beauty Supplies, and Perfume Stores
			446130	Optical Goods Stores
			446191	Food (Health) Supplement Stores
			446199	All Other Health and Personal Care Stores
		447		Gasoline Stations
			447110	Gasoline Stations with Convenience Stores
			447190	Other Gasoline Stations
		448		Clothing and Clothing Accessories Stores
			448110	Men's Clothing Stores
			448120	Women's Clothing Stores
			448130	Children's and Infants' Clothing Stores
			448140	Family Clothing Stores
			448150	Clothing Accessories Stores
			448190	Other Clothing Stores
			448210	Shoe Stores
			448310	Jewelry Stores

Check Box	Category Code	General Code	Detail Code	Category Description
			448320	Luggage and Leather Goods Stores
		451		Sporting Goods, Hobby, Musical Instrument, and Book Stores
			451110	Sporting Goods Stores
			451120	Hobby, Toy, and Game Stores
			451130	Sewing, Needlework, and Piece Goods Stores
			451140	Musical Instrument and Supplies Stores
			451211	Book Stores
			451212	News Dealers and Newsstands
		452		General Merchandise Stores
			452210	Department Stores
			452311	Warehouse Clubs and Supercenters
			452319	All Other General Merchandise Stores
		453		Miscellaneous Store Retailers
			453110	Florists
			453210	Office Supplies and Stationery Stores
			453220	Gift, Novelty, and Souvenir Stores
			453310	Used Merchandise Stores
			453910	Pet and Pet Supplies Stores
			453920	Art Dealers
			453930	Manufactured (Mobile) Home Dealers
			453991	Tobacco Stores
			453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
		454		Nonstore Retailers
			454110	Electronic Shopping and Mail-Order Houses
			454210	Vending Machine Operators
			454310	Fuel Dealers
			454390	Other Direct Selling Establishments
	48-49			Transportation and Warehousing
		481		Air Transportation
			481111	Scheduled Passenger Air Transportation
			481112	Scheduled Freight Air Transportation
			481211	Nonscheduled Chartered Passenger Air Transportation
			481212	Nonscheduled Chartered Freight Air Transportation
			481219	Other Nonscheduled Air Transportation
		482		Rail Transportation
			482111	Line-Haul Railroads
			482112	Short Line Railroads
		483		Water Transportation
			483111	Deep Sea Freight Transportation
			483112	Deep Sea Passenger Transportation
			483113	Coastal and Great Lakes Freight Transportation
			483114	Coastal and Great Lakes Passenger Transportation
			483211	Inland Water Freight Transportation
			483212	Inland Water Passenger Transportation
		484		Truck Transportation
			484110	General Freight Trucking, Local
			484121	General Freight Trucking, Long-Distance, Truckload
			484122	General Freight Trucking, Long-Distance, Less Than Truckload
			484210	Used Household and Office Goods Moving

Check Box	Category Code	General Code	Detail Code	Category Description
			484220	Specialized Freight (except Used Goods) Trucking, Local
			484230	Specialized Freight (except Used Goods) Trucking, Long-Distance
		485		Transit and Ground Passenger Transportation
			485111	Mixed Mode Transit Systems
			485112	Commuter Rail Systems
			485113	Bus and Other Motor Vehicle Transit Systems
			485119	Other Urban Transit Systems
			485210	Interurban and Rural Bus Transportation
			485310	Taxi Service
			485320	Limousine Service
			485410	School and Employee Bus Transportation
			485510	Charter Bus Industry
			485991	Special Needs Transportation
			485999	All Other Transit and Ground Passenger Transportation
		486		Pipeline Transportation
			486110	Pipeline Transportation of Crude Oil
			486210	Pipeline Transportation of Natural Gas
			486910	Pipeline Transportation of Refined Petroleum Products
			486990	All Other Pipeline Transportation
		487		Scenic and Sightseeing Transportation
			487110	Scenic and Sightseeing Transportation, Land
			487210	Scenic and Sightseeing Transportation, Water
			487990	Scenic and Sightseeing Transportation, Other
		488		Support Activities for Transportation
			488111	Air Traffic Control
			488119	Other Airport Operations
			488190	Other Support Activities for Air Transportation
			488210	Support Activities for Rail Transportation
			488310	Port and Harbor Operations
			488320	Marine Cargo Handling
			488330	Navigational Services to Shipping
			488390	Other Support Activities for Water Transportation
			488410	Motor Vehicle Towing
			488490	Other Support Activities for Road Transportation
			488510	Freight Transportation Arrangement
			488991	Packing and Crating
			488999	All Other Support Activities for Transportation
		491		Postal Service
			491110	Postal Service
		492		Couriers and Messengers
			492110	Couriers and Express Delivery Services
			492210	Local Messengers and Local Delivery
		493		Warehousing and Storage
			493110	General Warehousing and Storage
			493120	Refrigerated Warehousing and Storage
			493130	Farm Product Warehousing and Storage
			493190	Other Warehousing and Storage
	51			Information
		511		Publishing Industries (except Internet)

Check Box	Category Code	General Code	Detail Code	Category Description
			511110	Newspaper Publishers
			511120	Periodical Publishers
			511130	Book Publishers
			511140	Directory and Mailing List Publishers
			511191	Greeting Card Publishers
			511199	All Other Publishers
			511210	Software Publishers
		512		Motion Picture and Sound Recording Industries
			512110	Motion Picture and Video Production
			512120	Motion Picture and Video Distribution
			512131	Motion Picture Theaters (except Drive-Ins)
			512132	Drive-In Motion Picture Theaters
			512191	Teleproduction and Other Postproduction Services
			512199	Other Motion Picture and Video Industries
			512230	Music Publishers
			512240	Sound Recording Studios
			512250	Record Production and Distribution
			512290	Other Sound Recording Industries
		515		Broadcasting (except Internet)
			515111	Radio Networks
			515112	Radio Stations
			515120	Television Broadcasting
			515210	Cable and Other Subscription Programming
		517		Telecommunications
			517311	Wired Telecommunications Carriers
			517312	Wireless Telecommunications Carriers (except Satellite)
			517410	Satellite Telecommunications
			517911	Telecommunications Resellers
			517919	All Other Telecommunications
		518		Data Processing, Hosting, and Related Services
			518210	Data Processing, Hosting, and Related Services
		519		Other Information Services
			519110	News Syndicates
			519120	Libraries and Archives
			519130	Internet Publishing and Broadcasting and Web Search Portals
			519190	All Other Information Services
	52			Finance and Insurance
		521		Monetary Authorities-Central Bank
			521110	Monetary Authorities-Central Bank
		522		Credit Intermediation and Related Activities
			522110	Commercial Banking
			522120	Savings Institutions
			522130	Credit Unions
			522190	Other Depository Credit Intermediation
			522210	Credit Card Issuing
			522220	Sales Financing
			522291	Consumer Lending
			522292	Real Estate Credit
			522293	International Trade Financing

Check Box	Category Code	General Code	Detail Code	Category Description
			522294	Secondary Market Financing
			522298	All Other Nondepository Credit Intermediation
			522310	Mortgage and Nonmortgage Loan Brokers
			522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities
			522390	Other Activities Related to Credit Intermediation
		523		Securities, Commodity Contracts, and Other Financial Investments and Related Activities
			523110	Investment Banking and Securities Dealing
			523120	Securities Brokerage
			523130	Commodity Contracts Dealing
			523140	Commodity Contracts Brokerage
			523210	Securities and Commodity Exchanges
			523910	Miscellaneous Intermediation
			523920	Portfolio Management
			523930	Investment Advice
			523991	Trust, Fiduciary, and Custody Activities
			523999	Miscellaneous Financial Investment Activities
		524		Insurance Carriers and Related Activities
			524113	Direct Life Insurance Carriers
			524114	Direct Health and Medical Insurance Carriers
			524126	Direct Property and Casualty Insurance Carriers
			524127	Direct Title Insurance Carriers
			524128	Other Direct Insurance (except Life, Health, and Medical) Carriers
			524130	Reinsurance Carriers
			524210	Insurance Agencies and Brokerages
			524291	Claims Adjusting
			524292	Third Party Administration of Insurance and Pension Funds
			524298	All Other Insurance Related Activities
		525		Funds, Trusts, and Other Financial Vehicles
			525110	Pension Funds
			525120	Health and Welfare Funds
			525190	Other Insurance Funds
			525910	Open-End Investment Funds
			525920	Trusts, Estates, and Agency Accounts
			525990	Other Financial Vehicles
	53			Real Estate and Rental and Leasing
		531		Real Estate
			531110	Lessors of Residential Buildings and Dwellings
			531120	Lessors of Nonresidential Buildings (except Miniwarehouses)
			531130	Lessors of Miniwarehouses and Self-Storage Units
			531190	Lessors of Other Real Estate Property
			531210	Offices of Real Estate Agents and Brokers
			531311	Residential Property Managers
			531312	Nonresidential Property Managers
			531320	Offices of Real Estate Appraisers
			531390	Other Activities Related to Real Estate
		532		Rental and Leasing Services
			532111	Passenger Car Rental
			532112	Passenger Car Leasing

Check Box	Category Code	General Code	Detail Code	Category Description
			532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing
			532210	Consumer Electronics and Appliances Rental
			532281	Formal Wear and Costume Rental
			532282	Video Tape and Disc Rental
			532283	Home Health Equipment Rental
			532284	Recreational Goods Rental
			532289	All Other Consumer Goods Rental
			532310	General Rental Centers
			532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing
			532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
			532420	Office Machinery and Equipment Rental and Leasing
			532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing
		533		Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
			533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
	54			Professional, Scientific, and Technical Services
		541		Professional, Scientific, and Technical Services
			541110	Offices of Lawyers
			541120	Offices of Notaries
			541191	Title Abstract and Settlement Offices
			541199	All Other Legal Services
			541211	Offices of Certified Public Accountants
			541213	Tax Preparation Services
			541214	Payroll Services
			541219	Other Accounting Services
			541310	Architectural Services
			541320	Landscape Architectural Services
			541330	Engineering Services
			541340	Drafting Services
			541350	Building Inspection Services
			541360	Geophysical Surveying and Mapping Services
			541370	Surveying and Mapping (except Geophysical) Services
			541380	Testing Laboratories
			541410	Interior Design Services
			541420	Industrial Design Services
			541430	Graphic Design Services
			541490	Other Specialized Design Services
			541511	Custom Computer Programming Services
			541512	Computer Systems Design Services
			541513	Computer Facilities Management Services
			541519	Other Computer Related Services
			541611	Administrative Management and General Management Consulting Services
			541612	Human Resources Consulting Services
			541613	Marketing Consulting Services
			541614	Process, Physical Distribution, and Logistics Consulting Services
			541618	Other Management Consulting Services
			541620	Environmental Consulting Services
			541690	Other Scientific and Technical Consulting Services
			541713	Research and Development in Nanotechnology

Check Box	Category Code	General Code	Detail Code	Category Description
			541714	Research and Development in Biotechnology (except Nanobiotechnology)
			541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
			541720	Research and Development in the Social Sciences and Humanities
			541810	Advertising Agencies
			541820	Public Relations Agencies
			541830	Media Buying Agencies
			541840	Media Representatives
			541850	Outdoor Advertising
			541860	Direct Mail Advertising
			541870	Advertising Material Distribution Services
			541890	Other Services Related to Advertising
			541910	Marketing Research and Public Opinion Polling
			541921	Photography Studios, Portrait
			541922	Commercial Photography
			541930	Translation and Interpretation Services
			541940	Veterinary Services
			541990	All Other Professional, Scientific, and Technical Services
	55			<i>Management of Companies and Enterprises</i>
		551		Management of Companies and Enterprises
			551111	Offices of Bank Holding Companies
			551112	Offices of Other Holding Companies
			551114	Corporate, Subsidiary, and Regional Managing Offices
	56			<i>Administrative and Support and Waste Management and Remediation Services</i>
		561		Administrative and Support Services
			561110	Office Administrative Services
			561210	Facilities Support Services
			561311	Employment Placement Agencies
			561312	Executive Search Services
			561320	Temporary Help Services
			561330	Professional Employer Organizations
			561410	Document Preparation Services
			561421	Telephone Answering Services
			561422	Telemarketing Bureaus and Other Contact Centers
			561431	Private Mail Centers
			561439	Other Business Service Centers (including Copy Shops)
			561440	Collection Agencies
			561450	Credit Bureaus
			561491	Repossession Services
			561492	Court Reporting and Stenotype Services
			561499	All Other Business Support Services
			561510	Travel Agencies
			561520	Tour Operators
			561591	Convention and Visitors Bureaus
			561599	All Other Travel Arrangement and Reservation Services
			561611	Investigation Services
			561612	Security Guards and Patrol Services
			561613	Armored Car Services
			561621	Security Systems Services (except Locksmiths)

Check Box	Category Code	General Code	Detail Code	Category Description
			561622	Locksmiths
			561710	Exterminating and Pest Control Services
			561720	Janitorial Services
			561730	Landscaping Services
			561740	Carpet and Upholstery Cleaning Services
			561790	Other Services to Buildings and Dwellings
			561910	Packaging and Labeling Services
			561920	Convention and Trade Show Organizers
			561990	All Other Support Services
		562		Waste Management and Remediation Services
			562111	Solid Waste Collection
			562112	Hazardous Waste Collection
			562119	Other Waste Collection
			562211	Hazardous Waste Treatment and Disposal
			562212	Solid Waste Landfill
			562213	Solid Waste Combustors and Incinerators
			562219	Other Nonhazardous Waste Treatment and Disposal
			562910	Remediation Services
			562920	Materials Recovery Facilities
			562991	Septic Tank and Related Services
			562998	All Other Miscellaneous Waste Management Services
	61			Educational Services
		611		Educational Services
			611110	Elementary and Secondary Schools
			611210	Junior Colleges
			611310	Colleges, Universities, and Professional Schools
			611410	Business and Secretarial Schools
			611420	Computer Training
			611430	Professional and Management Development Training
			611511	Cosmetology and Barber Schools
			611512	Flight Training
			611513	Apprenticeship Training
			611519	Other Technical and Trade Schools
			611610	Fine Arts Schools
			611620	Sports and Recreation Instruction
			611630	Language Schools
			611691	Exam Preparation and Tutoring
			611692	Automobile Driving Schools
			611699	All Other Miscellaneous Schools and Instruction
			611710	Educational Support Services
	62			Health Care and Social Assistance
		621		Ambulatory Health Care Services
			621111	Offices of Physicians (except Mental Health Specialists)
			621112	Offices of Physicians, Mental Health Specialists
			621210	Offices of Dentists
			621310	Offices of Chiropractors
			621320	Offices of Optometrists
			621330	Offices of Mental Health Practitioners (except Physicians)
			621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists

Check Box	Category Code	General Code	Detail Code	Category Description
			621391	Offices of Podiatrists
			621399	Offices of All Other Miscellaneous Health Practitioners
			621410	Family Planning Centers
			621420	Outpatient Mental Health and Substance Abuse Centers
			621491	HMO Medical Centers
			621492	Kidney Dialysis Centers
			621493	Freestanding Ambulatory Surgical and Emergency Centers
			621498	All Other Outpatient Care Centers
			621511	Medical Laboratories
			621512	Diagnostic Imaging Centers
			621610	Home Health Care Services
			621910	Ambulance Services
			621991	Blood and Organ Banks
			621999	All Other Miscellaneous Ambulatory Health Care Services
		622		Hospitals
			622110	General Medical and Surgical Hospitals
			622210	Psychiatric and Substance Abuse Hospitals
			622310	Specialty (except Psychiatric and Substance Abuse) Hospitals
		623		Nursing and Residential Care Facilities
			623110	Nursing Care Facilities (Skilled Nursing Facilities)
			623210	Residential Intellectual and Developmental Disability Facilities
			623220	Residential Mental Health and Substance Abuse Facilities
			623311	Continuing Care Retirement Communities
			623312	Assisted Living Facilities for the Elderly
			623990	Other Residential Care Facilities
		624		Social Assistance
			624110	Child and Youth Services
			624120	Services for the Elderly and Persons with Disabilities
			624190	Other Individual and Family Services
			624210	Community Food Services
			624221	Temporary Shelters
			624229	Other Community Housing Services
			624230	Emergency and Other Relief Services
			624310	Vocational Rehabilitation Services
			624410	Child Day Care Services
	71			Arts, Entertainment, and Recreation
		711		Performing Arts, Spectator Sports, and Related Industries
			711110	Theater Companies and Dinner Theaters
			711120	Dance Companies
			711130	Musical Groups and Artists
			711190	Other Performing Arts Companies
			711211	Sports Teams and Clubs
			711212	Racetracks
			711219	Other Spectator Sports
			711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities
			711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities
			711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures
			711510	Independent Artists, Writers, and Performers

Check Box	Category Code	General Code	Detail Code	Category Description
		712		Museums, Historical Sites, and Similar Institutions
			712110	Museums
			712120	Historical Sites
			712130	Zoos and Botanical Gardens
			712190	Nature Parks and Other Similar Institutions
		713		Amusement, Gambling, and Recreation Industries
			713110	Amusement and Theme Parks
			713120	Amusement Arcades
			713210	Casinos (except Casino Hotels)
			713290	Other Gambling Industries
			713910	Golf Courses and Country Clubs
			713920	Skiing Facilities
			713930	Marinas
			713940	Fitness and Recreational Sports Centers
			713950	Bowling Centers
			713990	All Other Amusement and Recreation Industries
	72			Accommodation and Food Services
		721		Accommodation
			721110	Hotels (except Casino Hotels) and Motels
			721120	Casino Hotels
			721191	Bed-and-Breakfast Inns
			721199	All Other Traveler Accommodation
			721211	RV (Recreational Vehicle) Parks and Campgrounds
			721214	Recreational and Vacation Camps (except Campgrounds)
			721310	Rooming and Boarding Houses, Dormitories, and Workers' Camps
		722		Food Services and Drinking Places
			722310	Food Service Contractors
			722320	Caterers
			722330	Mobile Food Services
			722410	Drinking Places (Alcoholic Beverages)
			722511	Full-Service Restaurants
			722513	Limited-Service Restaurants
			722514	Cafeterias, Grill Buffets, and Buffets
			722515	Snack and Nonalcoholic Beverage Bars
	81			Other Services (except Public Administration)
		811		Repair and Maintenance
			811111	General Automotive Repair
			811112	Automotive Exhaust System Repair
			811113	Automotive Transmission Repair
			811118	Other Automotive Mechanical and Electrical Repair and Maintenance
			811121	Automotive Body, Paint, and Interior Repair and Maintenance
			811122	Automotive Glass Replacement Shops
			811191	Automotive Oil Change and Lubrication Shops
			811192	Car Washes
			811198	All Other Automotive Repair and Maintenance
			811211	Consumer Electronics Repair and Maintenance
			811212	Computer and Office Machine Repair and Maintenance
			811213	Communication Equipment Repair and Maintenance
			811219	Other Electronic and Precision Equipment Repair and Maintenance

Check Box	Category Code	General Code	Detail Code	Category Description
			811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
			811411	Home and Garden Equipment Repair and Maintenance
			811412	Appliance Repair and Maintenance
			811420	Reupholstery and Furniture Repair
			811430	Footwear and Leather Goods Repair
			811490	Other Personal and Household Goods Repair and Maintenance
		812		Personal and Laundry Services
			812111	Barber Shops
			812112	Beauty Salons
			812113	Nail Salons
			812191	Diet and Weight Reducing Centers
			812199	Other Personal Care Services
			812210	Funeral Homes and Funeral Services
			812220	Cemeteries and Crematories
			812310	Coin-Operated Laundries and Drycleaners
			812320	Drycleaning and Laundry Services (except Coin-Operated)
			812331	Linen Supply
			812332	Industrial Launderers
			812910	Pet Care (except Veterinary) Services
			812921	Photofinishing Laboratories (except One-Hour)
			812922	One-Hour Photofinishing
			812930	Parking Lots and Garages
			812990	All Other Personal Services
		813		Religious, Grantmaking, Civic, Professional, and Similar Organizations
			813110	Religious Organizations
			813211	Grantmaking Foundations
			813212	Voluntary Health Organizations
			813219	Other Grantmaking and Giving Services
			813311	Human Rights Organizations
			813312	Environment, Conservation and Wildlife Organizations
			813319	Other Social Advocacy Organizations
			813410	Civic and Social Organizations
			813910	Business Associations
			813920	Professional Organizations
			813930	Labor Unions and Similar Labor Organizations
			813940	Political Organizations
			813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)
		814		Private Households
			814110	Private Households
	92			Public Administration
		921		Executive, Legislative, and Other General Government Support
			921110	Executive Offices
			921120	Legislative Bodies
			921130	Public Finance Activities
			921140	Executive and Legislative Offices, Combined
			921150	American Indian and Alaska Native Tribal Governments
			921190	Other General Government Support

Check Box	Category Code	General Code	Detail Code	Category Description
		922		Justice, Public Order, and Safety Activities
			922110	Courts
			922120	Police Protection
			922130	Legal Counsel and Prosecution
			922140	Correctional Institutions
			922150	Parole Offices and Probation Offices
			922160	Fire Protection
			922190	Other Justice, Public Order, and Safety Activities
		923		Administration of Human Resource Programs
			923110	Administration of Education Programs
			923120	Administration of Public Health Programs
			923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)
			923140	Administration of Veterans' Affairs
		924		Administration of Environmental Quality Programs
			924110	Administration of Air and Water Resource and Solid Waste Management Programs
			924120	Administration of Conservation Programs
		925		Administration of Housing Programs, Urban Planning, and Community Development
			925110	Administration of Housing Programs
			925120	Administration of Urban Planning and Community and Rural Development
		926		Administration of Economic Programs
			926110	Administration of General Economic Programs
			926120	Regulation and Administration of Transportation Programs
			926130	Regulation and Administration of Communications, Electric, Gas, and Other Utilities
			926140	Regulation of Agricultural Marketing and Commodities
			926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors
		927		Space Research and Technology
			927110	Space Research and Technology
		928		National Security and International Affairs
			928110	National Security
			928120	International Affairs



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Power Washing and More LLC		
Doing Business As (DBA)	Green Earth Power Washing		
Primary Business Address	1386 W CAMINO REAL FL		
	City:	BOCA RATON,	
	State:	FL	Zip: 33486
Country:	USA		

Organization Background	
Please state the year that you company started its business	2021
Please state the year that your company started providing service under your current business name	2021
What State is your Company Registered In?	Florida

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>Green Earth Powerwashing is here to help with all your pressure washing needs. We're licensed, insured and have all the right credentials to work with you on your commercial cleaning projects. Our state-of-the-art trucks plus our unique cleaning processes and procedures set us apart from the rest.</p> <p>Green Earth Powerwashing specializes in cleaning larger properties! We Clean ... Commercial Buildings - Retail - Industrial - Government -</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Power Washing and More LLC

AUTHORIZED OFFICER NAME / SIGNATURE: Scott Peskin

A handwritten signature in black ink, appearing to read "Scott Peskin", written over a horizontal line.



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Power Washing and More LLC

COMPANY NAME: _____

Scott Peskin

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) 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 Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) 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 Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Power Washing and More LLC

Scott Peskin

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Scott Peskin, President, on behalf of Power Washing and More LLC,
Print Name and Title Company Name
Power Washing and More LLC
certify that _____:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The 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 the 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Power Washing and More LLC
Company Name

Scott Peskin
Print Name / Signature

President
Title



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Power Washing and More LLC
(name of entity submitting sworn statement) whose business address is
1386 W CAMINO REAL BOCA RATON, FL 33486
and (if applicable) its Federal Employer Identification Number (FEIN) is
86-12544799. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: 954-777-6977.)

2. My name is Scott Peskin and my
(Please print name of individual signing)
relationship to the entity named above is President.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

Power Washing and More LI
Company

5/17/2021
Date



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

Scott Peskin

Authorized Signer Name

Power Washing and

Company Name



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Power Washing and More LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Scott Peskin 



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Power Washing and More LLC		
Doing Business As (DBA)	Green Earth Power Washing		
Primary Business Address	1386 W CAMINO REAL		
	City:	BOCA RATON,	
	State:	FL	Zip: 33486
	Country:	USA	

Organization Background	
Please state the year that you company started its business	2021
Please state the year that your company started providing service under your current business name	2021
What State is your Company Registered In?	Florida

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration
Broward Business License	325-315952	September 30, 2021

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>Green Earth Powerwashing is here to help with all your pressure washing needs. We're licensed, insured and have all the right credentials to work with you on your commercial cleaning projects. Our state-of-the-art trucks plus our unique cleaning processes and procedures set us apart from the rest. Commodity Code - 561720 - Janitorial Services</p> <p>Green Earth Powerwashing specializes in cleaning larger properties! We Clean ... Commercial Buildings - Retail - Industrial - Government</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID: 21-0930

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/11/2021

Short Title: Citywide Pressure Washing Service - Green Earth
Powerwashing

Final Action: 10/20/2021

Title: MOTION TO AWARD IFB # PSPW-21-01 "CITYWIDE PRESSURE WASHING SERVICES" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, POWERWASHING AND MORE LLC D/B/A GREEN EARTH POWERWASHING, IN AN INITIAL ANNUAL AMOUNT NOT TO EXCEED \$329,000, SUBJECT TO ANNUAL CPI INCREASES.

***Agenda Date:** 10/20/2021

Agenda Number: 8.

Internal Notes:

Attachments: 1. Memo RE Citywide Pressure Washing Services (2021-09-28), 2. Exhibit 1 – Commission Approval of PSPW-16-20 (March 01, 2017), 3. Exhibit 1A - PSPW-16-20 Bid Tabulation, 4. Exhibit 2 – Commission Approval of PSPW-16-20 Contract Database Report (October 3, 2018), 5. Exhibit 2A – Contract Database Report & Contract Performance Report Cards, 6. Exhibit 3 – Commission Approval of PSPW-16-20 Contract Database Report (October 7, 2020), 7. Exhibit 3A – KOP Contract Performance Report Cards, 8. Exhibit 4 - Commission Approval to advertise PSPW-20-16 (December 2, 2020), 9. Exhibit 4A - PSPW-20-16 Citywide Pressure Washing Services, 10. Exhibit 5 – King of Pressure Bid Protest of PSPW-20-16, 11. Exhibit 6 - City Attorney's Response to the Bid Protest of PSPW-20-16, 12. Exhibit 7 - PSPW-20-16 BidSync Tabulation – Price By Supplier, 13. Exhibit 8 - PSPW-20-16 BidSync Tabulation - Price By Line Item, 14. Exhibit 9 - Sunbiz.org Fictitious Name Detail for Hartzell, Inc. & Hartzell Painting, 15. Exhibit 10 - EPA Confirmation of Hartzell Painting as a Certified Renovation Firm, 16. Exhibit 11 - PSPW-20-16 Procurement Bid Tabulation - Pricing with Quantities listed as 1 unit, 17. Exhibit 12 - PSPW-20-16 Procurement Bid Tabulation - Pricing with Estimated Quantities from Public Services, 18. Exhibit 13 – Procurement Director's Memo regarding KOP's Protest of PSPW-20-16, 19. Exhibit 14 – Commission Approval to reject all bids for PSPW-20-16 and to re-advertise as PSPW-21-01 (April 21, 2021), 20. Exhibit 14A - IFB # PSPW-21-01 Citywide Pressure Washing Services, 21. Exhibit 15 – King of Pressure Bid Protest of PSPW-21-01, 22. Exhibit 16 – Purchasing Manager's Bid Protest Determination letter, dated July 30, 2021, 23. Exhibit 17 – Commission Agenda with Administration's Recommendation to award PSPW-21-01 (September 13, 2021), 24. Exhibit 17A - Power Washing and More LLC Agreement - (Vendor Executed Agreement), 25. Exhibit 17B - PSPW-21-01 Bid Tabulation, 26. Exhibit 17C - Vendor Submittal - Powerwashing and More LLC DBA Green Earth Powerwashing, 27. Exhibit 17D - Vendor Submittal – King of Pressure, Inc., 28. Exhibit 18 – KOP's Corporation Registration on the State of Florida's Sunbiz.org - 4153 SW 47 Ave, Davie, 29. Exhibit 19 – KOP's website - 4721 Orange Drive, Davie, 30. Exhibit 20 – KOP's Pembroke Pines and Broward County LBTR - 1866 NW 139 Ave, Pembroke Pines, 31. Exhibit 21 – BCPA 2021 Notice of Proposed Property Taxes

Agenda Request Form Continued (21-0930)

and Proposed or Adopted Non-Ad Valorem Assesments

1	City Commission	10/20/2021	approve	Pass
Action Text:				
A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve Item 8. The motion carried by the following vote:				
Aye: - 4 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, and Commissioner Siple				
Nay: - 1 Commissioner Schwartz				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

- Section 35.38(D) states "A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Purchasing Manager within two business days of the issuance of the notice of bid/proposal action pursuant to division (A) or the publication of a City Commission agenda recommending the award of the bid, whichever is sooner. Such notice of protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the protest."

- Section 35.38(E) states "The complete written protest must be filed with the Purchasing Manager within ten calendar days of the issuance of the notice of bid

action.”

- Section 35.38(E)(7) states “A bid protest bond in the form of a certified check, cashier’s check, or money order made payable to the City of Pembroke Pines in an amount equal to 5% of the protester’s bid or \$5,000, whichever is less. If the protest is upheld by the city, the bond will be refunded to the protester. If the protest is denied, the entire bond amount shall be forfeited to the city.

- Section 35.38(F) states “ Upon receipt of a timely filled and complete formal written protest, the Purchasing Manager shall stay the award of the purchase order or contract until the protest is resolved, unless the Purchasing Manager determines in writing that compelling circumstances exist which require that the award be processed without further delay, in order to protect the city’s interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare.”

- Section 35.38(G) states “After receipt of the timely filed and complete written protest, and upon the protester’s request, the Purchasing Manager shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Purchasing Manager shall issue his or her decision on the protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.”

- Section 35.38(H) states “The protester may appeal the decision of the Purchasing Manager to the City Manager by filing a written appeal with the City Clerk’s office within three business days of issuance of the Purchasing Manager’s decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Purchasing Manager, as well as the relief sought. The City Manager shall overturn the selection if the protester proves that the selection did not comply in material respects with the requirements contained in the invitation to bid, request for proposal, request for qualifications or request for letters of interest; with this procurement code, or with Florida law. The decision of the City Manager shall be final. The City Manager’s decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.”

SUMMARY EXPLANATION AND BACKGROUND:

On the September 13, 2021 Commission meeting, the City Commission approved to defer Agenda Item # 1 (File ID # 21-0630), as a result the City’s Administration is bringing this item back with a memo that was requested by the City Commission explaining the history of events related to the procurement process for Citywide Pressure Washing Services.

1. On December 2, 2020, the City Commission authorized the advertisement of IFB # PSPW-20-16 "Citywide Pressure Washing Services", which was advertised on December 08, 2020.

Agenda Request Form Continued (21-0930)

2. The purpose of this solicitation was to find Contractor(s), to perform citywide pressure washing services to include, but not limited to sidewalks, curbs, and medians in the City's ROW, as well as patios, pavers, buildings, walls, fences, and roofs of City owned facilities.

3. On January 5, 2021, the City opened bids from the following eleven (11) vendors:

Vendor

Roof Painting by Hartzell Inc. D/B/A Hartzell Painting
 Evergreen Cleaning Service, Inc.
 Awnclean
 King of Pressure, Inc.
 Bel Air Maintenance, Inc.
 Contractors Enterprise, Inc.
 Midlands Pressure Wash Services
 The Pressure Cleaning Man, Inc.
 GD Services
 Paint Quest LLC
 Peoples Choice Pressure Cleaning & Painting, Inc.

4. On February 25, 2021, the City issued it's notice of Bid Action with an intent to award the contract based on estimated annual quantities.

5. The City received a bid protest dated March 10, 2021, submitted on behalf of King of Pressure, Inc. ("KOP") pertaining to IFB # PSPW-20-16.

6. The bid protest dated March 10, 2021, submitted on behalf of King of Pressure, Inc. pertaining to IFB # PSPW-20-16 was not submitted in accordance with the timeframes and deadlines set forth in Section 35.38 of the City's Code of Ordinances, therefore the City rejected KOP's bid protest as untimely.

7. Even though KOPs bid protest was rejected, the Procurement Director provided a memo to the City Manager and City Commission to address all of the items addressed in KOP's protest and also recommended to re-advertise the solicitation with the estimated annual quantities as they were not listed in the original solicitation. A copy of the Procurement Director's Memo along with the Bid Protest is attached to this agenda item as Exhibit 8.

8. On April 21, 2021, the City Commission approved the recommendation to reject all bids for PSPW-20-16 "Citywide Pressure Washing Services" and to authorize the re-advertisement of the solicitation as PSPW-21-01 "Citywide Pressure Washing Services," which was advertised on April 27, 2021.

9. On May 18, 2021, the City opened thirteen (13) proposals and one (1) partial bid from the following vendors, in response to PSPW-21-01:

Vendor Name	Total Bid
Power Washing and More LLC D/B/A Green Earth Powerwashing	\$ 329,000
King of Pressure, Inc.	\$ 353,751
Total Pressure Cleaning Services	\$ 356,505
Santana Pressure Cleaning Services, Inc.	\$ 405,000

Agenda Request Form Continued (21-0930)

Evergreen Cleaning Service, Inc.	\$	416,100
The Pressure Cleaning Man, Inc.	\$	470,375
Roof Painting by Hartzell Inc. D/B/A Hartzell Painting	\$	471,200
Bel Air Maintenance, Inc.	\$	508,435
Pressure Cleaning Service Enterprise, Inc.	\$	651,150
Kodiak Property Maintenance	\$	663,765
Peoples Choice Pressure Cleaning & Painting, Inc.	\$	857,015
H.I.Q Services Corp.	\$	1,088,010
Seay It Aint So LLC Pressure Cleaning Services	\$	1,576,650
McBrides Maintenance Services LLC	\$	700,000 *Partial Bid

10. The Procurement Department and the Public Services Department have reviewed the proposals and has deemed Power Washing and More LLC D/B/A Green Earth Powerwashing to be the most responsive/responsible proposer.

11. In addition, Power Washing and More LLC D/B/A Green Earth Powerwashing has also completed the Equal Benefits Certification Form and has stated that the Contractor currently complies with the requirements of this section.

12. On July 6, 2021, the City issued it's notice of Bid Action with an intent to award the contract to Power Washing and More LLC D/B/A Green Earth Powerwashing.

13. On July 16, 2021, KOP submitted a bid protest pertaining to IFB # PSPW-21-01. In addition, on July 20, 2021, KOP submitted their supporting documents and Bid Protest Bond in the form of a check.

14. The Purchasing Manager issued a Bid Protest Determination letter, dated July 30, 2021, to KOP denying the protest and advising KOP that the City's Administration will move forward with the recommendation to award Power Washing and More LLC D/B/A Green Earth Powerwashing.

15. Pursuant to section 35.38(H) of the City's Procurement Code, KOP had an opportunity to appeal the Purchasing Manager's decision, however KOP has not submitted an appeal and they deadline to submit an appeal has now passed.

16. The City's Administration drafted an agenda item, for the September 13, 2021 City Commission meeting, to award IFB # PSPW-21-01 "Citywide Pressure Washing Services" to the most responsive/responsible bidder, Powerwashing and More LLC D/B/A Green Earth Powerwashing, in an initial annual amount not to exceed \$329,000, subject to annual CPI increases.

17. On September 9, 2021, after the aforementioned agenda item was drafted however prior to the City Commission meeting, Commissioner Schwartz contacted the Procurement Director and asked him various questions regarding Local Vendor Preference, estimated quantities, past experience, and awarding other vendors besides the one that was recommended by Administration. The details to these questions and responses can be found starting on page 17 of the attached memo in Section III(D).

Agenda Request Form Continued (21-0930)

18. During the September 13, 2021 City Commission meeting, the City Commission asked the Procurement Director and Public Services Director various questions, in addition to the previous questions asked by Commissioner Schwartz on September 9, 2021. The details to these questions and responses can be found starting on page 23 of the attached memo in Section III(E).

19. In addition to the questions that were asked at the September 13, 2021 Commission meeting, the City Commission also deferred the item and requested for a full memorandum on this matter to be brought back to the City Commission so that they have everything on the record. As a result, attached to this agenda item is a fully detailed memorandum to provide a clear history and an overview of the Citywide Pressure Washing Services and the questions that were brought up by the City Commission.

20. The attached agreement with Powerwashing and More LLC D/B/A Green Earth Powerwashing is for a five year period for city-wide pressure washing services, on an as-needed basis, and the contractor shall be compensated at the following rates, payable in monthly payments for actual services performed and properly invoiced:

Description	UOM	Unit Price
Ground Level Work	Square Foot	\$ 0.0395
Walls & Fences	Square Foot	\$ 0.0500
Single & Two Story Roofs	Square Foot	\$ 0.0800
Chemical Rust Remover	Square Foot	\$ 0.0260
Misc. Items Not Covered Above	Hour	\$ 25.0000

21. Pricing shall remain firm for one initial contract year. After the initial contract year, and annually thereafter, the per unit rates shall be automatically increased in accordance with the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area as published by the Bureau of Labor Statistics, U.S. Department of Labor for the annual change as of the most recent month of April or 4%, whichever is less, but not less than zero.

22. Request Commission to award IFB # PSPW-21-01 "Citywide Pressure Washing Services" to the most responsive/responsible bidder, Powerwashing and More LLC D/B/A Green Earth Powerwashing, in an initial annual amount not to exceed \$329,000, subject to annual CPI increases.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$329,000.
- b) Amount budgeted for this item in Account No:** Funds are available in various accounts, including account #100-541-6002-534998-0000-000-0000 (Contractual Services - Pressure Washing), and account # 001-572-7001-546150-0000-000-0000 (R&M Land & Bldg.).
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** This agreement is for a five year period, on an as-needed basis, at the contracted unit prices. Pricing shall remain firm for

Agenda Request Form Continued (21-0930)

one initial contract year. After the initial contract year, and annually thereafter, the per unit rates shall be automatically increased in accordance with the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area as published by the Bureau of Labor Statistics, U.S. Department of Labor for the annual change as of the most recent month of April or 4%, whichever is less, but not less than zero.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$329,000.00	\$342,160.00	\$355,846.40	\$370,080.26	\$384,883.47
Net Cost	\$329,000.00	\$342,160.00	\$355,846.40	\$370,080.26	\$384,883.47

e) Detail of additional staff requirements: Not Applicable.