

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*and*  
**SANTANA PRESSURE CLEANING SERVICES, INC.**  
*for*  
**PRESSURE CLEANING SERVICES**  
**BID NO. 04-13-22-11**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Santana Pressure Cleaning Services, Inc., a Florida profit corporation with principal offices located at 8506 N. Dexter Ave., Tampa, FL 33604 (the "Vendor") to provide Pressure Cleaning Services as specified in Bid No. 04-13-22-11.

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

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the City's Formal Solicitation (including but not limited to General, Supplementary and other Conditions, and any addenda), and Vendor's Bid No. 04-13-22-11. These contract documents form the complete agreement between the parties, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and Bid No. 4-13-22-11, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Vendor/Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

**3) Contract Price**

The Agreement shall perform contract requirements with pricing pursuant to Exhibit "A," attached hereto and incorporated herein. Payments will be made using the City's P-Card. The City will request services on an as-needed basis, and will approve a specific scope of work prior to commencement of said work. Consistent with Paragraph 14, herein, it is the Vendor's responsibility to promptly notify the City of any field conditions that justify a change order to the general scope of the work authorized by the City on an as-needed basis. In no case shall denial of a change order serve as grounds for Vendor to delay or suspend work, unless directed otherwise in writing by City. City's denial or failure to act upon a change order shall not constitute grounds for suspension of work unless City directs otherwise in writing.

**4) Contract Term**

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

**5) Contract Extension**

The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7) Independent Contractor**

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

**8) Assignment and Subcontracting**

Vendor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City Contract Administrator. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Vendor assign any monies due or to become due to him or her, without the previous written consent of the City

Contract Administrator.

**9) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

VENDOR

Mario Santana, President  
Santana Pressure Cleaning Services, Inc.  
8506 N. Dexter Ave.  
Tampa, FL 33604  
Phone: 813-932-2054  
Fax: 813-932-2053  
Email: [mario@needpressureclean.com](mailto:mario@needpressureclean.com)

**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 Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

**11) Choice of Law and Venue**

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

**12) Signatory Authority**

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

**13) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**14) Changes in the Work**

a) Without invalidating the Agreement, The City may, at any time or from time to time, order

additions, deletions or revisions in the work; these shall be authorized by Change Orders. Upon receipt of a Change Order approved in writing by the Contract Administrator, the Vendor will proceed with the work involved. All such work shall be performed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract price, payment shall be adjusted or pro-rated by the unit price of the pay items in the Contract or based on mutually accepted price if there are no unit prices. If applicable, an extension or shortening of the contract time may be granted by the City depending upon the changes in the scope of work. A Change Order signed by the Vendor indicates his/her agreement therewith.

b) Additional work performed by the Vendor without written authorization and City-signed Change Order will not entitle him/her to an increase in the Contract Price or an extension of the contract time.

**15) Merger; Amendment**

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

**16) Interpretation**

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.

**17) Waiver of Jury Trial**

**VENDOR AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.**

**18) Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), Fla. Stat., as amended from time to time, Vendor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Vendor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**19) Scrutinized Companies pursuant to Sections 287.135 and 215.473, Fla. Stat.**

Vendor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Vendor has falsely certified facts under this paragraph or if Vendor is

found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

**20) E-Verify Requirements**

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

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Vendor becomes obligated to 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, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat. as amended.

**21) Antitrust Violations; Denial or Revocation under Section 287.137, Fla. Stat.**

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

**22) Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Vendor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Vendor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Vendor's interpretation of the term "trade secrets" or "proprietary confidential business information," Vendor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential

business information actually constitutes same as defined by law. Vendor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Vendor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, FL, to prevent the City's release of the requested records.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Santana Pressure Cleaning Services, Inc., signing by and through Mario Santana, President, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager      Date

\_\_\_\_\_  
Joseph J. Kavanagh      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

[Vendor's Signature to Follow]

**VENDOR**

ATTEST:

Santana Pressure Cleaning Services, Inc.

[Signature]  
(Corporate Secretary)

[Signature]  
Signature of President/Owner

6/28/22  
Date

Kelly French  
Type/Print Name of Corporate Secy.

Mario Santana, President

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

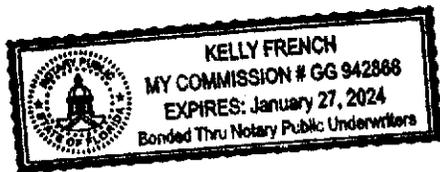
STATE OF Florida:

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of June, 2022, by Mario Santana as President for Santana Pressure Cleaning Services, Inc.

[Signature]  
Signature of Notary Public  
State of Florida at Large

Kelly French  
Print, Type or Stamp  
Name of Notary Public



- Personally known to me or
- Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

**EXHIBIT "A"**

**CITY OF COCONUT CREEK  
PRESSURE CLEANING SERVICES  
IFB NO. 04-13-22-11**

**PRICING SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantities</b>	<b>Unit</b>	<b>Price per Unit</b>	<b>Estimated Total</b>
1	Curbs	400,000	LF	0.06	\$24,000.00
2	Medians (includes concrete/paver surfaces)	170,000	SF	0.05	\$8,500.00
3	Sidewalks / Concrete Walkways	300,000	SF	0.04	\$12,000.00
4	Pavers	100,000	SF	0.04	\$4,000.00
5	Wheel Stops	1,000	Each	1.00	\$1,000.00
6	Paver Sealing	400,000	SF	0.28	\$112,000.00
7	Ceramic/Concrete Roof Tile	25,000	SF	0.08	\$2,000.00
8	Boardwalks	10,800	SF	0.08	\$864.00
9	Building Walls	335,000	SF	0.05	\$16,750.00
<b>Grand Total (Items 1 through 9)</b>					<b>\$181,114.00</b>

**NOTE:**

Vendor agrees to supply services at the prices bid in accordance with the terms, conditions, and specifications contained in IFB No. 04-13-22-11. City to request work in writing on an as-needed basis only.