

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
THE PRESSURE CLEANING MAN, INC.
(SECONDARY)
for
PRESSURE CLEANING SERVICES
RFP NO. 08-27-25-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 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 The Pressure Cleaning Man, Inc., a Florida profit corporation with principal offices located at 13476 SW 22nd Street, Miramar, FL 33027 (the "Vendor") to provide Pressure Cleaning Services as specified in RFP No. 08-27-25-11.

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 RFP No. 08-27-25-11, all addenda issued prior to execution of this Agreement, any subsequent properly executed amendments to any of the aforementioned documents, and Vendor's response to RFP No. 08-27-25-11. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP, addenda, and documents, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents 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 workforce 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 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.

3) Contract Price

The Agreement shall be performed pursuant to RFP No. 08-27-25-11. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

4) Contract Term

Vendor shall enter a six (6) month probationary period starting from the date the contract is awarded. The initial contract period shall be for two (2) years commencing on the date written on the first page of this Agreement.

5) Contract Extension

The City reserves the right to extend the contract for three (3) additional one (1) year periods, based upon satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. 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.

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) Non-Exclusive Agreement

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

7) Warranties of Vendor: Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

8) Insurance Requirements

The Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek.

Neither Vendor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Vendor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

Throughout the term of this Contract, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

a) **General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

b) **Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

c) **Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident. The Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Vendor shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Vendor purchases a bond to cover the full amount of the deductible or self-insured retention.

Vendors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and by entering in to and signing this agreement certify that, based on the number of employees, the Vendor is not required to carry Workers' Compensation insurance under Florida Law.

d) **General**

1. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
2. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.
3. Auto Liability and General Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

4. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Procurement Division
4800 West Copans Road
Coconut Creek, Florida 33063

5. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
6. Vendor, prior to commencement of Contract, must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
7. If Vendor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.
8. No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

e) **Insurance Company and Agent**

All insurance policies herein required of the Vendor shall be written by a company with an A.M. Best rating of A- VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

9) **Independent Contractor**

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

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) Uncontrollable Circumstances ("Force Majeure")

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Vendor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the City, the Vendor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Vendor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

12) 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

Michael Aguilar, Owner
The Pressure Cleaning Man, Inc.
13476 SW 22nd Street
Miramar, FL 33027
Phone: (954) 328-8964
Email: thepressurecleaningman@gmail.com
Website: www.thepressurecleaningman.com

13) 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.

14) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

15) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

16) Foreign Gifts and Contracts

The Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: “In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause.”

17) Audit Rights

The City reserves the right to audit the records of the Vendor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Vendor agrees to submit to an audit by an independent certified public accountant selected by the City. The Vendor must allow for the City to inspect, examine and review the records of the Vendor in relation to this contract at any and all times during normal business hours during the term of the contract.

18) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

19) Joint Preparation

This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

20) Signatory Authority

Upon request, 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.

21) 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 United States District Court for the Southern District of Florida.

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 The Pressure Cleaning Man, Inc., Vendor, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn
City Attorney

Date

[Vendor's Signature to Follow]

VENDOR

ATTEST:

The Pressure Cleaning Man, Inc.

(Corporate Secretary)

[Signature]
Signature of President/Owner

10/30/25
Date

Type/Print Name of Corporate Secy.

Michael Aguilar
Type name of President /Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Broward.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of October, 2025, by Michael Aguilar as president for The Pressure Cleaning Man



[Signature]

Signature of Notary Public
State of Florida at Large

Melissa Daniel

Print, Type or Stamp
Name of Notary Public

- ☒ Personally known to me or
☐ Produced Identification

Florida's driver's License
Type of I.D. Produced

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

**ATTACHMENT A
CITY OF COCONUT CREEK
PRESSURE CLEANING SERVICES
RFP NO. 08-27-25-11**

SCHEDULE OF PROPOSAL PRICES

1	Curbs Quantity: <u>400000</u> UOM: <u>LF</u> Unit Price: \$0.065 Total: \$26,000.00 Item Notes: Estimated Quantity, As Needed Basis
2	Medians (includes concrete/paver surfaces) Quantity: <u>170000</u> UOM: <u>SF</u> Unit Price: \$0.065 Total: \$11,050.00 Item Notes: Estimated Quantity, As Needed Basis
3	Sidewalks / Concrete Walkways Quantity: <u>300000</u> UOM: <u>SF</u> Unit Price: \$0.065 Total: \$19,500.00 Item Notes: Estimated Quantity, As Needed Basis
4	Pavers Quantity: <u>100000</u> UOM: <u>SF</u> Unit Price: \$0.065 Total: \$6,500.00 Item Notes: Estimated Quantity, As Needed Basis
5	Wheel Stops Quantity: <u>1000</u> UOM: <u>EA</u> Unit Price: \$1.00 Total: \$1,000.00 Item Notes: Estimated Quantity, As Needed Basis
6	Paver Sealing Quantity: <u>400000</u> UOM: <u>SF</u> Unit Price: \$0.085 Total: \$34,000.00 Item Notes: Estimated Quantity, As Needed Basis
7	Ceramic/Concrete Roof Tile Quantity: <u>280000</u> UOM: <u>SF</u> Unit Price: \$0.10 Total: \$28,000.00 Item Notes: Estimated Quantity, As Needed Basis
8	Boardwalks Quantity: <u>10800</u> UOM: <u>SF</u> Unit Price: \$0.10 Total: \$1,080.00 Item Notes: Estimated Quantity, As Needed Basis
9	Building Walls Quantity: <u>335000</u> UOM: <u>SF</u> Unit Price: \$0.10 Total: \$33,500.00 Item Notes: Estimated Quantity, As Needed Basis

Response Total: \$160,630.00