

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ET PRESSURE CLEANING LLC, AS THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR ANNUAL SIDEWALK, WALKWAY, CURBS & PARK SITE PRESSURE CLEANING COMMENCING MARCH 1, 2025 AND ENDING FEBRUARY 28, 2026.

ISSUE: The Village issued an Invitation to Bid on December 20, 2024 for Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning to obtain proposals for pressure washing services in the Village's park site properties on an annual basis. Proposals were received and publicly opened on January 17, 2025. Per the Bid Documents, award will be made to the lowest responsive, responsible bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, the instructions to bidders, to Village Codes and to Florida law.

Eight (8) bids were received by the Village. The lowest responsive, responsible bidder is ET PRESSURE CLEANING LLC.

The proposed Agreement with ET PRESSURE CLEANING LLC is for an initial term of (1) year commencing on March 1, 2025 and ending on February 28, 2026, with four (4) additional one-year renewal terms upon written agreement of the both parties. Renewals shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less.

The Base Bid amount for the seven (7) park sites including Camellia Park, Cultural Center, Lakeside Challenger Park, L. Ewing Park, Pine Rd Park, Veterans Park, and Bobbi Jo Lauter Park in the amount of \$12,637.71. Staff also recommends approval of Alternates #1 - 7 for seven (7) additional park sites which included B. Marcello Park, Homeplace Park, Earth Day Park, Moonlight Park, Penzance Park, T. Robiner Park, and Pippin Park in the amount of \$10,566.12. Staff also recommends approval of Alternate #8 for 1,850 LF of additional Curbs at B. Marcello Park in the amount of \$832.50, Alternate #9 for 2,715 LF of Sidewalks at V. Ferrin Park in the amount of \$1,221.75, and Alternate #11 for 452 Concrete Parking Stops at six (6) park sites in the amount of \$1,220.40. The total contract amount for the above-scope of services is for Twenty-Six Thousand Four Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$26,478.48).

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Mark Pawlowski	Approval:	Date:	Action:
Director of Parks and Recreation		2-20-25	

**AGREEMENT FOR ANNUAL SIDEWALK, WALKWAY, CURBS & PARK SITE PRESSURE
CLEANING SERVICES**

THIS AGREEMENT FOR ANNUAL SIDEWALK, WALKWAY, CURBS & PARK SITE PRESSURE CLEANING SERVICES, made and entered into this _____day of _____, 2025, between the Village of Royal Palm Beach a municipality, incorporated in the State of Florida, hereinafter referred to as the "OWNER" and ET Pressure Cleaning, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Invitation to Bid
- B. General Conditions/Instructions to Bidders
- C. Bid Form
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Notice to Proceed
- G. Sworn Statement on Public Entity Crimes
- H. Truth-in-Negotiation Certificate
- I. Drug Free Workplace Certification
- J. Certification Pursuant to Florida Statute §215.4725
- K. E-Verify Affidavit
- L. Florida Statute §287.135 Company Certification Affidavit
- M. References of Similar Work (Questionnaire)
- N. Project General Requirements
- O. Reserved
- P. Appendix
- Q. Addenda
- R. Drawings

and to accept as full compensation for the satisfactory performance of this Contract the sum of Twenty-Six Thousand Four Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$26,478.48) which is based on the Base Bid price in the Bid Form, including Alternate #8 for 1,850 LF of additional Curbs at B. Marcello Park in the amount of \$832.50, Alternate #9 for 2,715 LF of Sidewalks at V. Ferrin Park in the amount of \$1,221.75, and Alternate #11 for 452 Concrete Parking Stops at six (6) park sites in the amount of \$1,220.40. The price named in the Bid is for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as may be noted in the

bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written Notice to Proceed. The time limit for the *Substantial Completion* of all work under this contract shall be ninety (90) consecutive calendar days. The Contract shall be *Finally Complete* within thirty (30) consecutive calendar days of the date of Substantial Completion.

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars (\$250.00)** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred Fifty Dollars (\$150.00)** for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

This Contract shall have an initial term of one (1) year from March 1, 2025 through February 28, 2026 with the timeline for completion of the annual sidewalk and median pressure cleaning set forth in the Notice to Proceed as set forth above. The Contract may be renewed and extended for four (4) additional one (1) year terms for Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning for the same Specifications – Special Conditions, and for the same amount of compensation adjusted as outlined immediately below, upon written agreement of both parties.

The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and

inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@RoyalPalmBeachFL.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

This Contract shall be governed by the laws of the State of Florida and the venue of any action shall be Palm Beach County, Florida.

This four (4) page Agreement, along with other documents referenced as exhibits above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed by both parties and attached hereto as an addendum to this Agreement.

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
Diane DiSanto, Clerk

By: _____
(Seal)

OWNER:
Village of Royal Palm Beach

By: _____
Raymond C. Liggins, PE, ICMA-CM
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

By: _____
(Print Name) _____

(Corporate Seal)

ET PRESURE CLEANING LLC

By: _____
Eric Myers, Managing Member

signed, sealed and delivered in
the presence of two witnesses:

Witness

Witness

Village of Royal Palm Beach

Village Mayor and Council

Jeff Hmara, Mayor

Selena Samios, Vice Mayor

Jan Rodusky, Councilwoman

Richard Valuntas, Councilman

Adam Miller, Councilman

Village Manager

Raymond C. Liggins, P.E.

Director of Parks & Recreation

Mark L Pawlowski, CPRP

Bid Documents

For

Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411
(561) 790-5100 ☎ 790-5174 📧 clerk@royalpalmbeachfl.gov ✉

TABLE OF CONTENTS

<u>BIDDING REQUIREMENTS</u>	<u>PAGE #</u>
Invitation to Bid	3
General Conditions/ Instructions to Bidders	4-12
Bid Form	13-17
Bid Bond	18-19
Sworn Statement on Public Entity Crimes	20-21
Truth-in-Negotiation Certificate	22
Drug Free Workplace Certification	23
Certification pursuant to Florida Statute § 215.4725	24
E-Verify Affidavit	25
Florida Statute §287.135 Company Certification Affidavit	26
References of Similar Work (Questionnaire)	27
Model Contract	28-30
Model Notice of Award	31
Model Notice to Proceed	32
Specifications and Special Conditions	33-35
Index Sheets of Park Site Maps	36-49

INDEX OF DRAWINGS

Project: Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

Index of Sheets

1	Camellia Park	6845 Seminole Palms Dr.		8	Bob Marcello Park	100 Wildcat Way
2	Cultural Center	151 Civic Center Way		9	Homeplace Park	1016 Grandview Circle
3	Lakeside Challenger Park	701 Royal Palm Beach Blvd.		10	Earth Day Park	135 Rivera Avenue
4	Lindsay Ewing Park	151 Sparrow Dr.		11	Moonlight Park	1041 Moonlight Way
5	Pine Road Park	2700 Pine Road		12	Penzance Park	10400 Penzance Lane
6	Veterans Park	1036 Royal Palm Beach Blvd.		13	Todd Robiner Park	350 La Mancha Avenue
7	Bobbie Jo Lauter Park	179 Sandpiper Avenue		14	Pippin Park	10101 Grandview Way

INVITATION TO BID

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for subject project 3:00 p.m. local time Friday, January 17, 2025, then opened publicly at that time.

PROJECT: Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning

Project Description:

Project consists of annually pressure cleaning sidewalks, walkways, curbs and park site in accordance with the plans and specifications.

The Bid Documents will be open to inspection at the Clerk's office. Bid documents may be purchased after noon on Friday, December 20, 2024 from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411 at the following prices, which are non-refundable:

Complete Set: \$ 20.00 Packaging & Mailing Charges / Set: \$ 10.00
(Project Manual)

Contract documents may also be delivered electronically via email at no cost by completing a [REQUEST FORM](#).

Bids must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five percent (5%) of the Bidder's total price indicated in Bid Form if the Bid exceeds \$50,000.00.

Pre-Bid Conference to be held on **Thursday, January 9, 2025 at 2:30 PM** at the **Recreation Center, 100 Sweet Bay Lane, Royal Palm Beach, FL 33411**. A site visit will be scheduled at the conclusion of this conference. The pre-bid conference is not mandatory.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Thirty-Five Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Palm Beach Post: December 20, 2024

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

The purpose of this Invitation to Bid is to obtain pricing for annual pressure cleaning of sidewalks, walkways, curbs and park sites within the Village of Royal Palm Beach (“Village”) in accordance with the plans and specifications provided herein.

BID TITLE: Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning

CONTRACT START DATE: Anticipated February 20, 2025 after Village Council approval.

CONTACT: Mark Pawlowski, CPRP, Director of Parks and Recreation

TELEPHONE NO.: 561-753-1228

All sealed bids must be received in the office of the Village Clerk on or before **Friday, January 17, 2025 at 3:00 P.M.**, at which time all bids will be publicly opened and read aloud.

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF SEALED BID TO:

Village of Royal Palm Beach
Clerk’s Office
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

ENVELOPES MUST BE MARKED:

Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning

This Invitation to Bid, General Conditions, Instructions and Information for Bidders, Technical Specifications, approved plans and/or drawings, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.

These documents constitute the complete set of specification requirements and bid forms. Bid proposals along with three (3) copies must be completely filled in, signed, sealed and returned to the Village Clerk's office on or before the specified time and date.

It is sole responsibility of the bidder to ensure that his or her bid reaches the Clerk's Department on or before the closing date and time. The Village shall in no way be responsible for delays caused by any occurrence. Offers by telephone, email, telegram or facsimile SHALL NOT be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the bidder unopened.

All bids must be typewritten or written in ink and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening.

2. ACCEPTANCE/REJECTION

The Village of Royal Palm Beach reserves the right to accept or to reject any or all bids to waive technicalities and irregularities at its sole discretion and to make awards to that bidder(s) who, in the sole opinion of the Village, will be in the best interest of and/or the most advantageous to the Village. **The Village reserves the right to separate the work by roadway locations set forth under Special Conditions and Specifications herein and as shown on the Pressure Cleaning Index Map and award to more than one bidder if, in the sole opinion of the Village, such award will be in the best interest of and/or the most advantageous to the Village.** The Village also reserves the right to reject the bid of any individual or company who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the sole opinion of the Village, is not in a position to perform properly under this award. The Village further reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The Village reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-bid.

3. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies or equipment and is in all respects without collusion or fraud.

No premiums, rebates or gratuities permitted, either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of service and the possible removal from the bid list(s).

4. CONFLICT OF INTEREST

The award is subject to provisions of state statutes, county and Village ordinances and charter. All bidders must disclose with the bid the name of any officer, director or agent who is also an official or employee of the Village of Royal Palm Beach. Further, all bidders must disclose the name of any Village official or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

5. LEGAL REQUIREMENTS

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- A. Bidders doing business with the Village are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following employment practices, rates of pay or other compensation methods and training selection.
- B. In compliance with Florida Public Entity Crime Statute (Section 287.132-133, Florida Statutes), attached State Form #PUR7068 should be fully executed, notarized and submitted with bid once per calendar year. No award will be executed with any person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017. Florida Statutes for Category TWO (currently \$35,000) with any person or affiliate on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

6. MISTAKES

In the event of addition error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. Bidders must check their proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

7. AVAILABILITY OF FUNDS

The obligations of the Village of Royal Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose by the Village Council.

8. EEO STATEMENT

The Village of Royal Palm Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

9. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid.

10. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award and shall constitute a portion of the contract, together with the bid response and all specification documents including the approved drawings/plans. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida with attorney fees awarded to the prevailing party, including all appeals. Bidders awarded a contract will be required to

execute the Village's standard contract, which is attached for your reference. PLEASE DO NOT EXECUTE SUCH AGREEMENT PRIOR TO AWARD OF BID. Bidders are advised to read the Village's standard contract as the selected Bidder will be required to comply with its requirements. The Bidder's signature on the submittal shall serve as an acknowledgement that the Bidder is willing to enter into the Village's standard contract if awarded the contract.

Many of the terms contained in the Village's standard contract reflect requirements of Florida law and Village Code and cannot be altered. DO NOT ATTACH YOUR BOILERPLATE CONTRACT. The Village will not accept Bidder's boilerplate contract terms or alternative contract documents. References in Bidder's submittal to Bidder's terms and conditions, or attempts at substitution of the Village's standard contract are not acceptable and will result in rejection of Bidder's submittal as non-responsive. Also, submittals that take exception to the Village's standard contract terms will be considered non-responsive and rejected from further consideration.

11. BIDDER'S REPRESENTATIONS AND BID SECURITY

Each Bidder by making a Bid represents that:

- A. Proposer has read and understands the Bidding Documents and their Bid is made in accordance therewith.
- B. Proposer has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

Each Bid shall be accompanied by a Bid Security (in the form of, at Bidder's option, cashier's check, money order or Bid Bond in favor of the Owner) in the amount of at least five percent (5%) of the Bid price, if the Bid exceeds \$50,000.00, pledging that the Bidder will within fourteen (14) days after Notice of Intent to Award, enter into a contract with the Owner on the terms stated in this bid. Should Bidder refuse to enter into such Contract the amount of bid security shall be forfeited by the Owner as liquidated damages.

12. CONTRACT WORK COMPLETION & LIQUIDATED DAMAGES

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written Notice to Proceed. The time limit for the *Substantial Completion* of all work under this contract shall be ninety (90) consecutive calendar days. The Contract shall be *Finally Complete* within thirty (30) consecutive calendar days of the date of Substantial Completion.

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars (\$250.00)** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred Fifty Dollars (\$150.00)** for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner, may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

13. INSURANCE REQUIREMENTS

During the term of the contract the bidder shall procure and maintain insurance of the kinds and with the limits specified below and shall provide the Village with Certificates of Insurance as evidence thereof. The Village of Royal Palm Beach and the Florida Department of Transportation ("FDOT") shall be named as an "additional insured" on all involved insurance policies relating to work to be performed under the contract. All involved policies must be endorsed so that thirty (30) days written notification of cancellation for any reason other than non-payment of premium, and any material change(s) in coverage shall be provided to the Village of Royal Palm Beach. All involved policies must be endorsed so that ten (10) days written notice of cancellation for non-payment of premium shall be provided to the Village of Royal Palm Beach. Insurance is required as follows:

- A. Comprehensive General Liability – minimum limits of \$1,000,000 per occurrence.
- B. Comprehensive Auto Liability – minimum limits of \$500,000 per occurrence.
- C. Workers Compensation – statutory limits in compliance with applicable state and federal laws.

14. INFORMATION

Any questions by prospective bidders shall be addressed at a **pre-bid conference to be held at the Recreation Center, 100 Sweet Bay Lane, Royal Palm Beach, FL 33411 on Thursday, January 9, 2025 at 2:30 PM.** The pre-bid conference is not mandatory. No authorization has been given to Village personnel to interpret or give information as to bid requirements in addition to that, which is contained in the written bid document. Should the Village make modifications and/or interpretations, an applicable addendum will be sent to all who obtained a bid package from Village. The Village shall not be responsible for providing said addenda to potential bidders who received a bid package from another source.

15. CERTIFICATION, LICENSES, BONDS AND INSURANCE

Bidder must hold all required certificates of competency, licenses, insurance and any other certification necessary to complete this contractual agreement. Copies of these certificates, licenses and insurance documents **must be submitted with the bid proposal** and must be in the name of the bidder shown on the bid proposal form. The Village of Royal Palm Beach business tax receipt or registration shall be obtained and submitted **after notification of award** is received and prior to commencement of work.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc. contained in this bid meets all Occupational Safety and Health Administration (“OSHA”) requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material into compliance with the aforementioned requirements shall be borne by the bidder.

17. CODES AND REGULATIONS

The bidder must strictly comply with all federal, state, county and Village codes.

18. INDEMNIFICATION

Bidder agrees to protect, defend, reimburse, indemnify and hold the Village, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the Village by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever or any governmental agency, arising out of or incident to or in connection with the bidder's performance under this Agreement. Performance shall include, but is not limited to, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the bidder or any breach of the items of this Agreement; provided, however, the bidder shall not be responsible to the Village for damages resulting out of bodily injury or damages to property which the bidder can establish as being attributable to the sole negligence of the Village, its respective agents, servants, employees or officers.

The indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damages sustained by any person or property on account of the bidder's operations in connection with the contract; or in consequence of any neglect in performing the work; or because of any act or omission by the bidder.

19. AWARD OF BIDS

All bids timely submitted will be referred to the Village’s Director of Parks and Recreation Department for bid tabulation, review and recommendation to the Village Council who shall award the bids. The meeting tentatively set for the bid awards is the third Thursday of every month at 6:30 p.m.; however, a special Council meeting could be called for this purpose if time is of the essence.

20. POST AWARD MEETING

Within five (5) days after receipt of Notification of Award of Bid, successful bidder shall meet with Village representative(s) to discuss job procedures and scheduling.

21. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder SHALL SUBMIT THE FOLLOWING INFORMATION WITH HIS PROPOSAL.

- A. Completed questionnaire that contains a list and brief description of similar work satisfactorily completed with location, dates of contracts, names and address of owners and phone numbers. Provide a minimum of three (3) references.
- B. Fully executed Bid Form.
- C. Phone and facsimile access for emergencies and resolving problems. Contact person that can be reached during all normal workday hours (i.e., 8:30 a.m. to 5:00 p.m. EST).
- D. Copies of certificates, licenses, insurance documents, etc. as applicable.
- E. Sworn Statement on Public Entity Crimes
- F. Truth-in-Negotiation Certificate
- G. Drug Free Workplace Certification
- H. Certification Pursuant to Florida Statute § 215.4725
- I. E-Verify Affidavit
- J. Florida Statute §287.135 Company Certification Affidavit
- K. Bid Security (If Applicable)

FAILURE TO SUBMIT THE ABOVE-REQUESTED INFORMATION MAY BE CAUSE FOR REJECTION OF BID.

22. DISQUALIFICATION OF BIDDERS:

Any of the following causes is considered sufficient to disqualify a Bidder, and reject his proposal:

- Interest by the same person in more than one proposal.
- Collusion among or between bidders.
- Unbalanced proposals; that are proposals in which the price bid is out of all proportion to the other bids received.
- Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Village).
- Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
- Substantial evidence of bad character or dishonesty.
- Lack of current applicable certification and/ or license for the purpose of performing the specified work.
- History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.
- Any other cause, which, as a matter of law renders the Bid non-responsive or non-responsible.

23. NON-DISCRIMINATION:

The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

24. TERM AND RENEWAL:

The initial term of the contract shall be one (1) year, with the timeline for substantial completion and final completion of the annual sidewalk and median pressure cleaning set forth in the Notice to Proceed. The Village Manager may renew the contract, at the same terms, conditions, and prices, for four (4) consecutive terms of one (1) year subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the Village. Any such renewals shall include the timeline for substantial completion and final completion of the annual sidewalk and median pressure cleaning during any authorized renewal period.

Cost Adjustments: The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

25. TAXES:

The Village of Royal Palm Beach is exempt from any Sales Tax imposed by the State and/or Federal Government. Exemption certificates are available upon request. State Sales Tax Exemption Certificate No. 60-08-116241-54C appears on each purchase order.

26. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

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 or 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 287.071, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

VILLAGE OF ROYAL PALM BEACH

BID FORM

TO: Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

PROJECT: *Annual Sidewalk, Walkway, Curbs & Park Site Pressure Cleaning*

VILLAGE REPRESENTATIVE: Mark Pawlowski, CPRP, Director of Parks and Recreation
Phone (561) 753-1228

BIDDER: _____

BIDDER (s) ADDRESS: _____

BIDDER (s)
PHONE NO. _____

BIDDER(s)
FAX NO. _____

DATE: _____

BIDDER (s) REPRESENTATIVE:

(Name)

(Title)

(Phone)

BIDDER'S DECLARATION AND UNDERSTANDING:

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects, fair and without fraud that it is made without collusion with any person submitting another bid on this project.

The bidder further declares that no Village Council member, other Village officer or Village employee directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child).

The bidder further declares that he has carefully examined the general and technical specifications and that this bid is made according to the provisions and under the terms of such specifications, which specifications are hereby made a part of this bid.

Bid: *Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning*

BID PRICES: Bidders wishing to perform the work requested in this bid are required to submit bid prices for all material as set forth below.

IN CASE OF DISCREPANCY BETWEEN NUMERICAL FIGURES AND WRITTEN WORDS, THE WRITTEN WORDS PREVAIL.

Bid: *Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning*

BASE BID #1-7: Park Sites

SHEET #			Unit Size (Lineal feet (LF) or square feet (Sq ft))	Unit Price (\$)	Total Price (\$)
1	Camellia Park	6845 Seminole Palms Dr.	Sidewalks	3,587 LF	
			Curbs	926 LF	
			Large Area-Walkways(1)	1,891 Sq Ft	
Sub-Total:					
2	Cultural Center	151 Civic Center Way	Sidewalks	1,342 LF	
			Curbs	26,589 LF	
			Large Area-Walkways(1)	2,094 Sq Ft	
			Building Concrete Rim	565 LF	
Sub-Total:					
3	Lakeside Challenger Park	701 Royal Palm Bch Blvd.	Sidewalks	1,074 LF	
			Large Area-Walkways(3)	3,107 Sq Ft	
Sub-Total:					
4	Lindsay Ewing Park	151 Sparrow Dr.	Sidewalks	882 LF	
			Curbs	1,741 LF	
			Large Area-Walkways(3)	882 Sq Ft	
Sub-Total:					
5	Pine Road Park	2700 Pine Rd.	Sidewalks	466 LF	
			Curbs	449 LF	
			Large Area-Walkways(1)	103 Sq Ft	
Sub-Total:					
6	Veterans Park	1036 Royal Palm Beach Blvd.	Sidewalks	4,403 LF	
			Curbs	1,454 LF	
			Large Area-Walkways(21)	39,458 Sq Ft	
Sub-Total:					
7	Bobbie Jo Lauter Park	179 Sandpiper Ave.	Sidewalks	1,871 LF	
			Large Area-Walkways(3)	1,162 Sq Ft	
Sub-Total:					

Written Base Bid Total : _____ BASE BID TOTAL (\$): _____

ALTERNATE BID #1-11: Additional Park Sites

SHEET #				Unit Size (Lineal feet (LF) or square feet (Sq ft))	Unit Price (\$)	Total Price (\$)
Alt #1	8	Bob Marcello Park	100 Wildcat Way	Sidewalks	1,219 LF	
				Curbs	758 LF	
				Large Area-Walkways(11)	58,005 Sq Ft	
Sub-Total:						
Alt #2	9	Homeplace Park	1016 Grandview Cir.	Sidewalks	2,581 LF	
				Curbs	232 LF	
				Large Area-Walkways(3)	4,614 Sq Ft	
Sub-Total:						
Alt #3	10	Earth Day Park	135 Rivera Ave.	Large Area-Walkways(2)	794 Sq Ft	
Sub-Total:						
Alt #4	11	Moonlight Park	1041 Moonlight Way	Sidewalks	525 LF	
				Large Area-Walkways(1)	396 Sq Ft	
Sub-Total:						
Alt #5	12	Penzance Park	10400 Penzance Lane	Sidewalks	747 LF	
				Curbs	186 LF	
				Large Area-Walkways(1)	89 Sq Ft	
Sub-Total:						
Alt #6	13	Todd Robiner Park	350 La Mancha Ave.	Sidewalks	3,815 LF	
				Large Area-Walkways(2)	4,040 Sq Ft	
Sub-Total:						
Alt #7	14	Pippin Park	10101 Grandview Way	Sidewalks	1,586 LF	
				Curbs	130 LF	
				Large Area-Walkways(3)	2,261 Sq Ft	
Sub-Total:						

Written Alternate Bid Total : _____ ALTERNATE BID TOTAL (\$): _____

In addition to the Alternate Bid locations above, please also provide unit rate pricing below. Such pricing shall only be used at the sole and absolute discretion of the Village for additional services at locations throughout the Village not identified in the Base Bid or Alternate Bid locations above.

				Unit Size	Unit Price (\$)
Alt #9		Sidewalks	Various Locations within the Village	1 LF	
Alt #8		Curbs	Various Locations within the Village	1 LF	
Alt #10		Large Area-Walkways	Various Locations within the Village	1 Sq Ft	
Alt #11		Concrete Parking Stops	Various Locations within the Village	6ft/Each	

REQUIREMENT CHECKLIST

Bid Form	Yes ()	No ()
Completed Questionnaire	Yes ()	No ()
Copies of certificates, licenses, insurance documents, etc. as applicable	Yes ()	No ()
Phone & Facsimile Access #'s	Yes ()	No ()
Sworn Statement on Public Entity Crime	Yes ()	No ()
Truth-in-Negotiation Certificate	Yes ()	No ()
Drug Free Workplace Certification	Yes ()	No ()
Certification Pursuant to Florida Statute § 215.4725	Yes ()	No ()
E-Verify Affidavit	Yes ()	No ()
Florida Statute §287.135 Company Certification Affidavit	Yes ()	No ()
Bid Security (if applicable)	Yes ()	No ()

PRICES SET FORTH ABOVE ARE FIRM BIDS AND ARE NOT SUBJECT TO PRICE ADJUSTMENT EXCEPT AS DEFINED IN THE GENERAL AND TECHNICAL SPECIFICATIONS.

ATTEST:

BIDDER:

Signature

Signature

Title

Title

(Corporate seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(hereinafter called the Principal), and _____
(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____
with its principal offices in the City of _____, and authorized to do business in the
State of Florida, and Palm Beach County, and having an Agent resident therein, such Agent and Company
acceptable to Village of Royal Palm Beach, are held and firmly bound unto Village of Royal Palm Beach,
(hereinafter called Owner), in the sum of _____
_____ Dollars (\$ _____), good and lawful money of the
United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by
these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said
Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State
Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract,
and means of transportation for construction of:

Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's
check otherwise required to accompany this Proposal in the amount of five percent (5%) of the highest bid,
whether base or alternate.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the
Principal shall within fifteen (15) days after receipt of notification of the acceptance thereof, execute a contract in
accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner
required by the Owner and execute sufficient and satisfactory Payment and Performance Bonds payable to the
Village of Royal Palm Beach, Florida each in an amount of one hundred percent (100%) of the total contract price,

as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to

comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its under its corporate seal, this ____ day of _____, A.D., _____.

ATTEST:

(Title)

(Principal)

BY: _____

ATTEST:

(Surety) Attorney-in-Fact

BY: _____

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, Proposal or Contract No. _____, to the Village of Royal Palm Beach.

2. This sworn statement is submitted by:

(Company Name)

whose business address is: _____

and (if applicable) its Federal Employee Identification Number (FEIN)
is: _____

(if the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: ____-____-____.)

3. My name is _____ and
(please print name of individual signing)

4. I understand that "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 any agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal 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.

5. I understand that the "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, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. 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, partner's shareholder's employees, members and agents who are active in the management of the affiliate. The ownership 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 joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "Person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or 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 Proposals or applies to Proposal in contracts let by 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 the management of the entity.

8. 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.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity where charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity where charged with and convicted of a public entity crime after July, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____/_____/_____
(Signature) (Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me by means of [] physical presence or [] online notarization, affixed his/her signature _____
(Name of individual signing)

on this _____ day of _____, 20_____.

(Notary Public)

My Commission Expires:

Truth – In – Negotiation Certificate

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which 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 drug-free 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.

As the person authorized to sign this statement, I certify that this firm complies fully with following requirements:

1. This firm publishes 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. This firm informs 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. This firm gives 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), this firm notifies 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 guilty or nolo contendere to, any violation of chapter 893 or 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 such conviction.
5. This firm imposes a sanction on or requires 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. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

(Vendor's Signature)

(Firm Name)

(Date)

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725**

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. 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 Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Bid/Proposal Number: _____

Project Description: Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The 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 Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA
PALM BEACH COUNTY

Sworn to (or affirmed) and subscriber before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification and who did / did not take an oath, in the state and county first mentioned above.

Notary Public _____ (affix seal)

My Commission Expires: _____

FLORIDA STATUTE §287.135 COMPANY CERTIFICATION AFFIDAVIT

The Affiant, _____, certifies and says:

1. If the contract is worth one million dollars or more, _____ (company) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, and that it is not engaged in business operations in Cuba or Syria;
2. Regardless of the amount of the contract, _____ (company) is not on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725, nor is it participating in the boycott of Israel.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2025, by _____ (name of person making statement).

Signature of Notary Public--State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

REFERENCES OF SIMILAR WORK
(Questionnaire)

1.
Organization Name and Address: _____

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No.: _____

2.
Organization Name and Address: _____

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No.: _____

3.
Organization Name and Address: _____

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No.: _____

EQUIPMENT AVAILABLE FOR THIS PROJECT

<u>TYPE</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>COMMENTS</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____

SCHEDULE OF SUBCONTRACTORS

Name and address	Work Category	Equipment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MODEL CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, _____, between the Village of Royal Palm Beach a municipality, incorporated in the State of Florida, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Invitation to Bid
- B. General Conditions/Instructions to Bidders
- C. Bid Form
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Notice to Proceed
- G. Sworn Statement on Public Entity Crimes
- H. Truth-in-Negotiation Certificate
- I. Drug Free Workplace Certification
- J. Certification Pursuant to Florida Statute §215.4725
- K. E-Verify Affidavit
- L. Florida Statute §287.135 Company Certification Affidavit
- M. References of Similar Work (Questionnaire)
- N. Project General Requirements
- O. Reserved
- P. Appendix
- Q. Addenda
- R. Drawings

and to accept as full compensation for the satisfactory performance of this Contract the sum of \$ _____ which is based on the lump sum price in the Bid Form. The price named in the Bid is for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as may be noted in the bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written Notice to Proceed. The time limit for the **Substantial Completion** of all work under this contract shall be ninety (90) consecutive calendar days. The Contract shall be **Finally Complete** within thirty (30) consecutive calendar days of the date of Substantial Completion.

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the

actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars (\$250.00)** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred Fifty Dollars (\$150.00)** for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

This Contract shall have an initial term of one (1) year with the timeline for completion of the annual sidewalk and median pressure cleaning set forth in the Notice to Proceed as set forth above. The Contract may be renewed and extended for four (4) additional one (1) year terms for Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning for the same Specifications – Special Conditions, and for the same amount of compensation adjusted as outlined immediately below, upon written agreement of both parties.

The cost for all items as quoted herein shall remain firm for the initial term of the contract. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any renewal or extension terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved renewal term.

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the

VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@RoyalPalmBeachFL.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

This Contract shall be governed by the laws of the State of Florida and the venue of any action shall be Palm Beach County, Florida.

This four (4) page Agreement, along with other documents referenced as exhibits above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed by both parties and attached hereto as an addendum to this Agreement.

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
Diane DiSanto, Clerk

OWNER:
Village of Royal Palm Beach

By: _____
(Seal)

By: _____
Raymond C. Liggins, PE, ICMA-CM
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

CONTRACTOR

By: _____
(Print Name) _____

By: _____
President/Owner

(Corporate Seal)

signed, sealed and delivered in
the presence of two witnesses:

Witness

Witness

MODEL NOTICE OF AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT: **Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning**

Dear _____,

This is to advise that the Village of Royal Palm Beach Council authorized the award of this Contract to your firm, _____, at its _____ Council meeting. This award is a result of your bid of _____ **Dollars (\$_____)** and **one hundred twenty (120) days** to complete the work (90 days to substantially complete and final completion within 30 days of substantial completion), submitted to the Village of Royal Palm Beach (Owner) on _____.

Four (4) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement. Please execute all copies of the Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement is not executed and delivered to the Owner within fourteen (14) consecutive calendar days from (Date). Please note that the executed documents need to be returned to Village of Royal Palm Beach no later than _____.

Sincerely yours,

VILLAGE OF ROYAL PALM BEACH

Mark Pawlowski, CPRP
Director of Parks & Recreation

MODEL NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City

ATT: _____
Name and Title

PROJECT: Annual, Sidewalk, Walkway, Curbs and Park Site Pressure Cleaning

One executed copy of your contract for the above project has been forwarded to you through the Engineer. The Commencement date is _____. The Substantial Completion date shall be _____. The Final Completion date shall be _____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Staff in charge of the Work for the Village of Royal Palm Beach will be:

Mark Pawlowski, CPRP
Director of Parks and Recreation
100 Sweet Bay Lane
Royal Palm Beach, FL 33411
(561) 753-1228

Sincerely yours,

VILLAGE OF ROYAL PALM BEACH

Mark Pawlowski, CPRP
Parks and Recreation

SPECIFICATIONS AND SPECIAL CONDITIONS

A. **SCOPE OF WORK:**

The Contractor shall provide all labor, equipment, material, tools, transportation, and any other requirements necessary to complete the annual pressure cleaning of sidewalks, walkways, curbs, and park sites as outlined in this bid and in accordance with the specifications and approved plans including but not limited to: mobilization and demobilization; pressure cleaning sidewalks, walkways, curbs and park sites; Maintenance of Traffic (“MOT”) in accordance FDOT requirements; and coordination with the Village of Royal Palm Beach.

Bidders shall provide pricing for all Bid Items and Alternate Bid Items listed on the Bid Form.

B. **CONTRACTOR’S DUTIES & RESPONSIBILITIES:**

1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, and equipment.
 - b. Tools, construction equipment and fuel.
 - c. Water and utilities required for pressure cleaning.
 - d. Freight and sales tax.
 - e. Applicable permits.
 - f. Maintenance of Traffic
 - g. All work shall be within the limits shown on the plans.
2. Time restrictions for performing work: All work shall be performed during daylight working hours Monday through Friday 9:00 AM to 3:30 PM, excluding holidays. The Contractor may extend working hours only if approved in writing by the Village.
3. The Contractor will be responsible for compensation of a Village Inspector at an overtime rate of pay for construction activities approved in the previous paragraph between the hours of 5:00PM and 8:00AM or on weekends or holidays, which in the opinion of the Village requires the attendance of a Village Inspector.
4. All MOT will be in accordance with FDOT current edition of Design Standards, (600 series). A Traffic Control Plan (“TCP”) must be submitted and reviewed during Pre-Construction Conference.
5. Contractor shall notify Owner 48 hours in advance of commencement of work.

C. **EXISTING UTILITIES**

All existing utilities must be maintained in service during construction.

It shall be the sole responsibility of the Contractor to verify the location of all utilities, structures, etc. before performing any work that could result in the damage or injury to persons, utilities structures or property. The Contractor shall make a thorough search of the site for utility structures, etc. before work is commenced.

D. **NOTICE OF AWARD**

The Village will issue a "Notice of Award" letter to the successful bidder. However, it is and shall be understood and agreed that a Contract shall not be deemed to be awarded and validly entered into between the successful bidder and each participating governmental entity until written notice has been given the awarded vendor by the entity through its authorized agent, and purchase order shall be issued to the Bidder covering the same. **The Village reserves the right to separate the work by locations set forth under Special Conditions and Specifications herein and as shown on the Pressure Cleaning Index Maps and award to more than one bidder if, in the sole opinion of the Village, such award will be in the best interest of and/or the most advantageous to the Village.**

E. **STANDARD SPECIFICATIONS**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the work as amended by the General Conditions, Supplemental Conditions and the following Special Provisions. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Technical Specifications as though they were Standard Technical Specifications of the Village of Royal Palm Beach in conjunction with the Village of Royal Palm Beach's retained engineer(s).

Further the applicable portions of the Village of Royal Palm Beach Code and Florida Building Code shall apply to the project.

The MOT will be in accordance with FDOT current edition of Design Standards, (600 series).

F. **EQUIPMENT**

Use pressure cleaning equipment producing a minimum of 2,500 psi and a maximum of 4,000 psi when measured at or near the nozzle. For sidewalks and medians (surface areas), use a flat surface cleaner specifically designed for cleaning flat surfaces and to be used at the pressure requirements outlined above.

G. **MATERIALS**

Contractor shall provide clean water for use in the pressure cleaning operations.

H. **EXECUTION**

Contractor shall take care not to damage or gouge concrete surfaces. The Contractor is responsible for repairs to any damage caused to Village Property, caused by the contractor. Contractor shall ensure that after the pressure cleaning operations that the cleaned surfaces are free of efflorescence, grime, mold, mildew, oil or any other contaminants. Contractor shall use a water/chlorine mixture of 4 parts water to 1 part chlorine for pressure cleaning. Contractor may use cleaners to aid in the pressure cleaning operations with the advanced approval of the Village. The Village shall approve the types and rates of use for all cleaners and chemicals that the Contractor proposes to use.

I. **DELAYS**

1. **Delays Beyond the Contractor's Control:**

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay by way of a written change order or written amendment to the Contract as agreed to by both parties. Such extension of time shall be CONTRACTOR'S sole and exclusive remedy for such delay. CONTRACTOR shall not seek damages for delay against OWNER. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work on the project, fires, floods, epidemics, abnormal weather conditions, or acts of God.

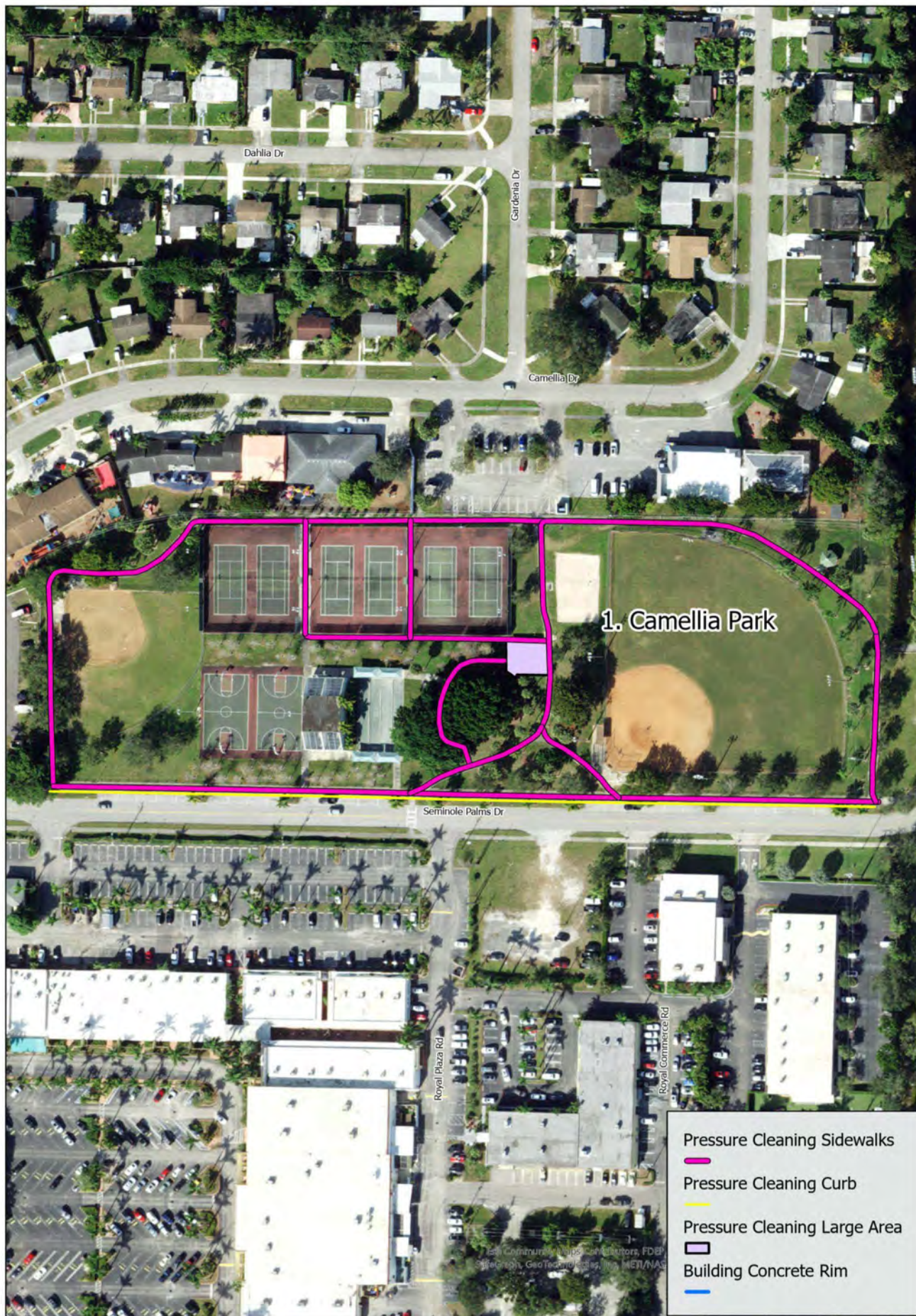
2. **Delays Within Contractor's Control:**

The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

3. **Delays Beyond Owner's and Contractor's Control:**

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. Such extension of time shall be by written change order or written amendment to the Contract. CONTRACTOR shall not seek damages for delay against OWNER.

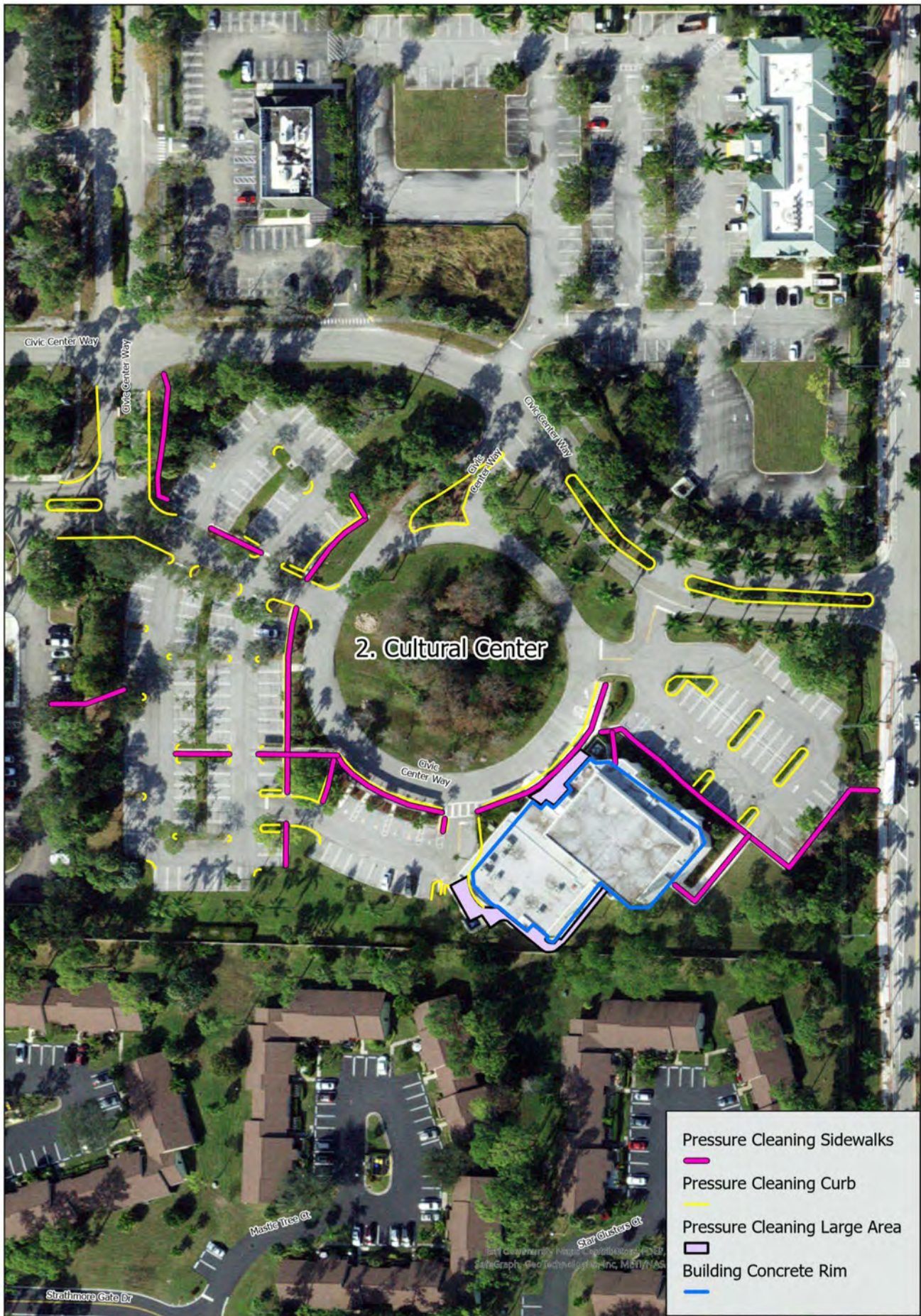
THE VILLAGE OF ROYAL PALM BEACH, FLORIDA



RFP PRESSURE WASHING SERVICE



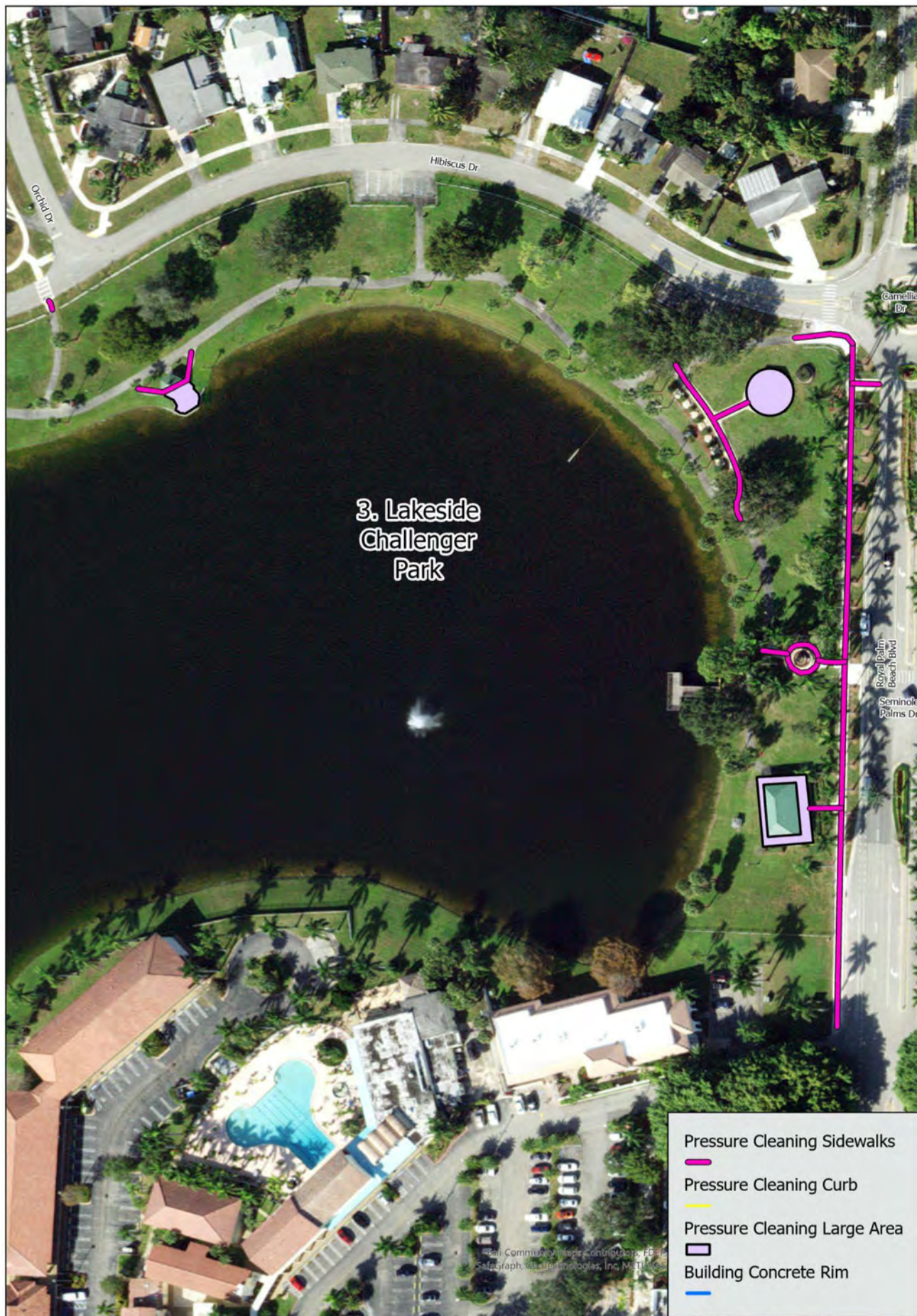
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RFP PRESSURE WASHING SERVICE



THE VILLAGE OF ROYAL PALM BEACH, FLORIDA



RFP PRESSURE WASHING SERVICE



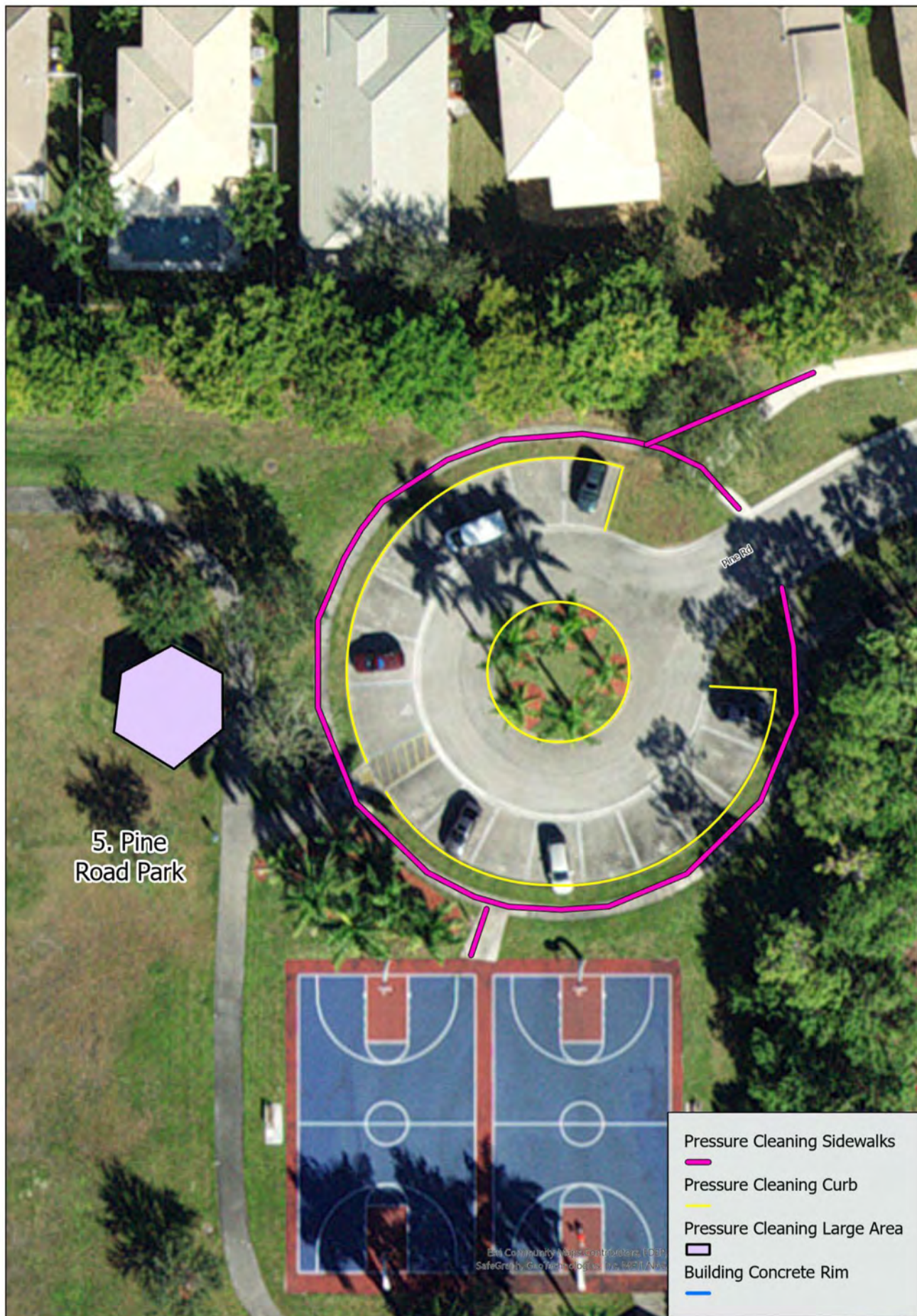
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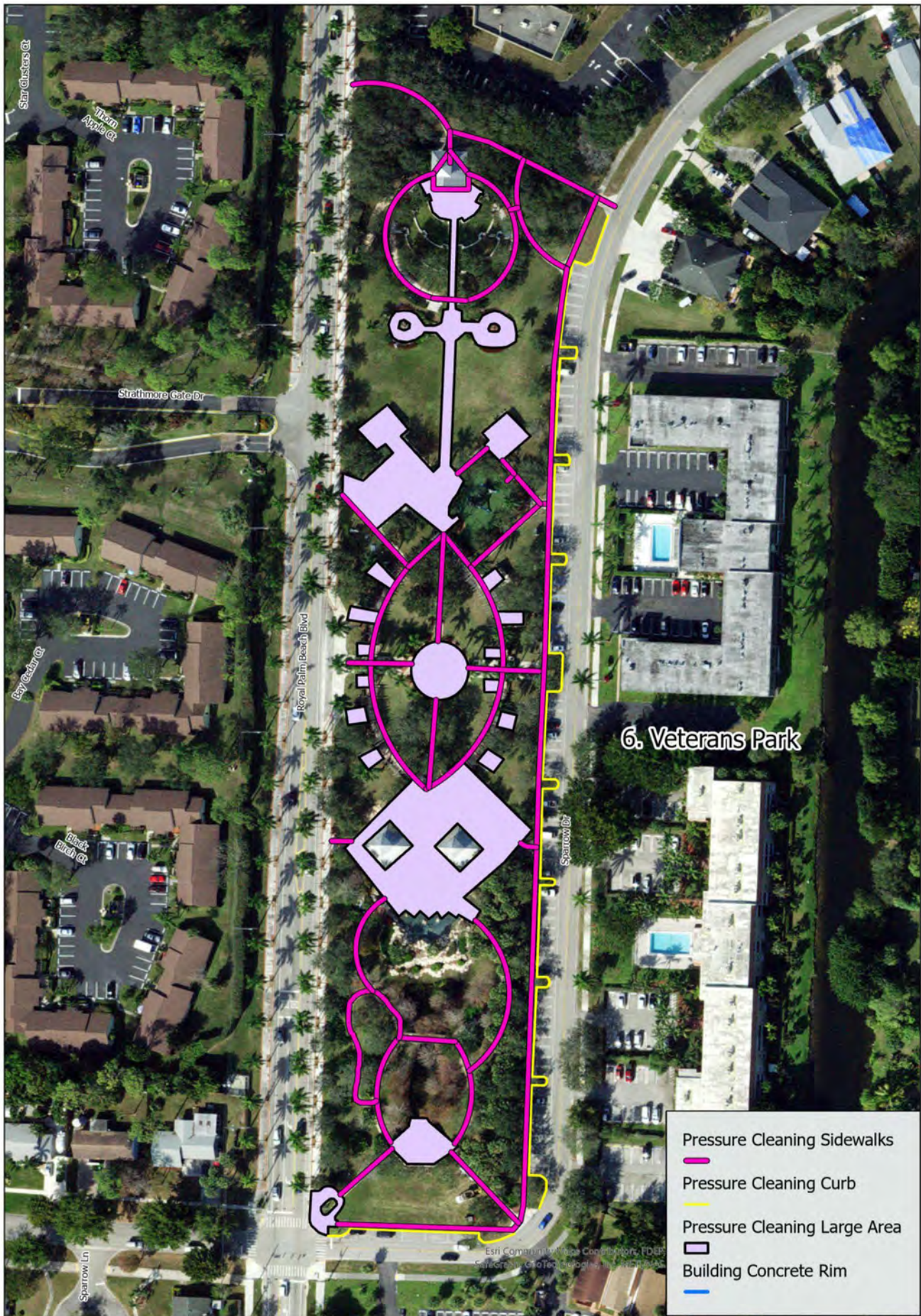
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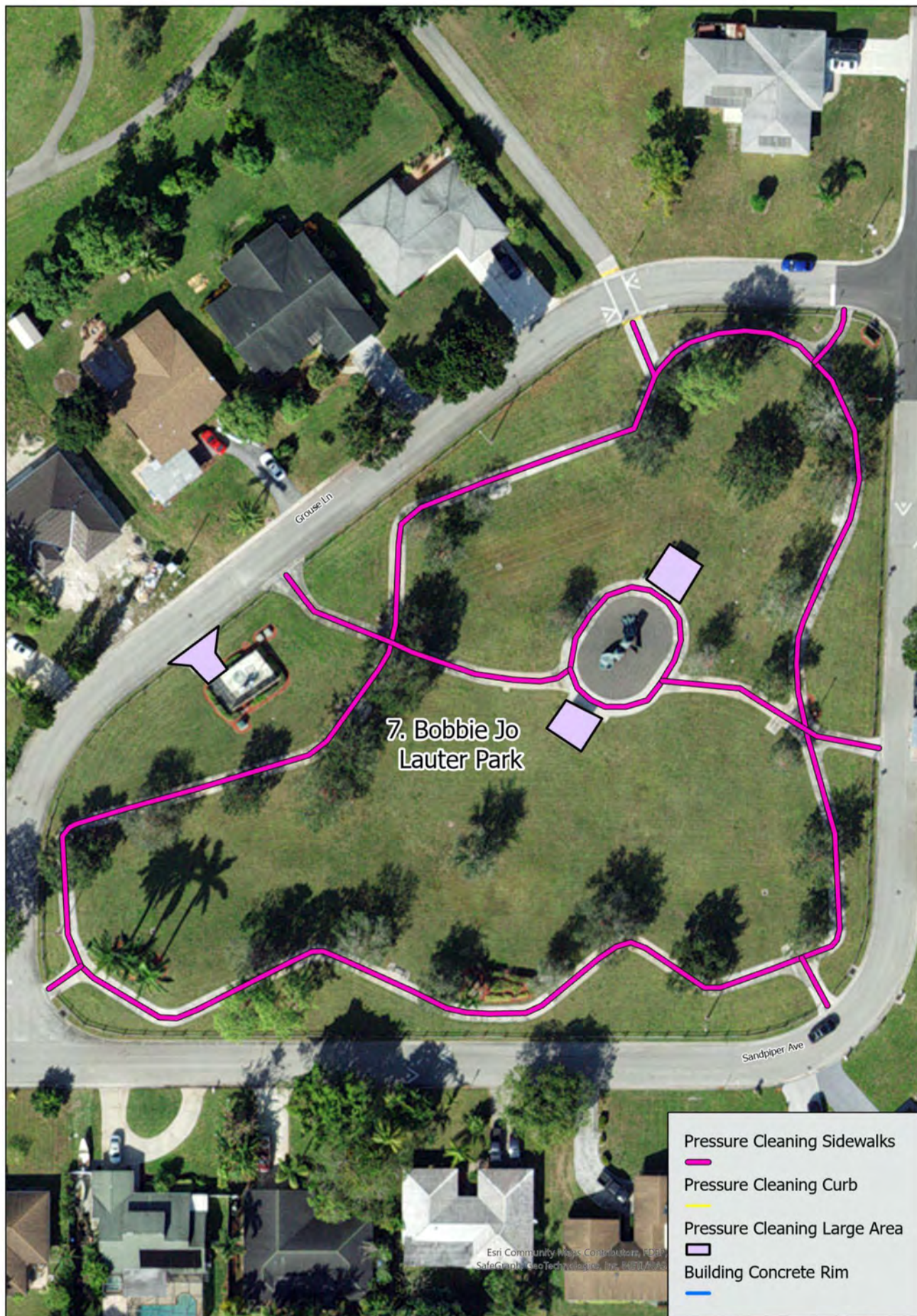
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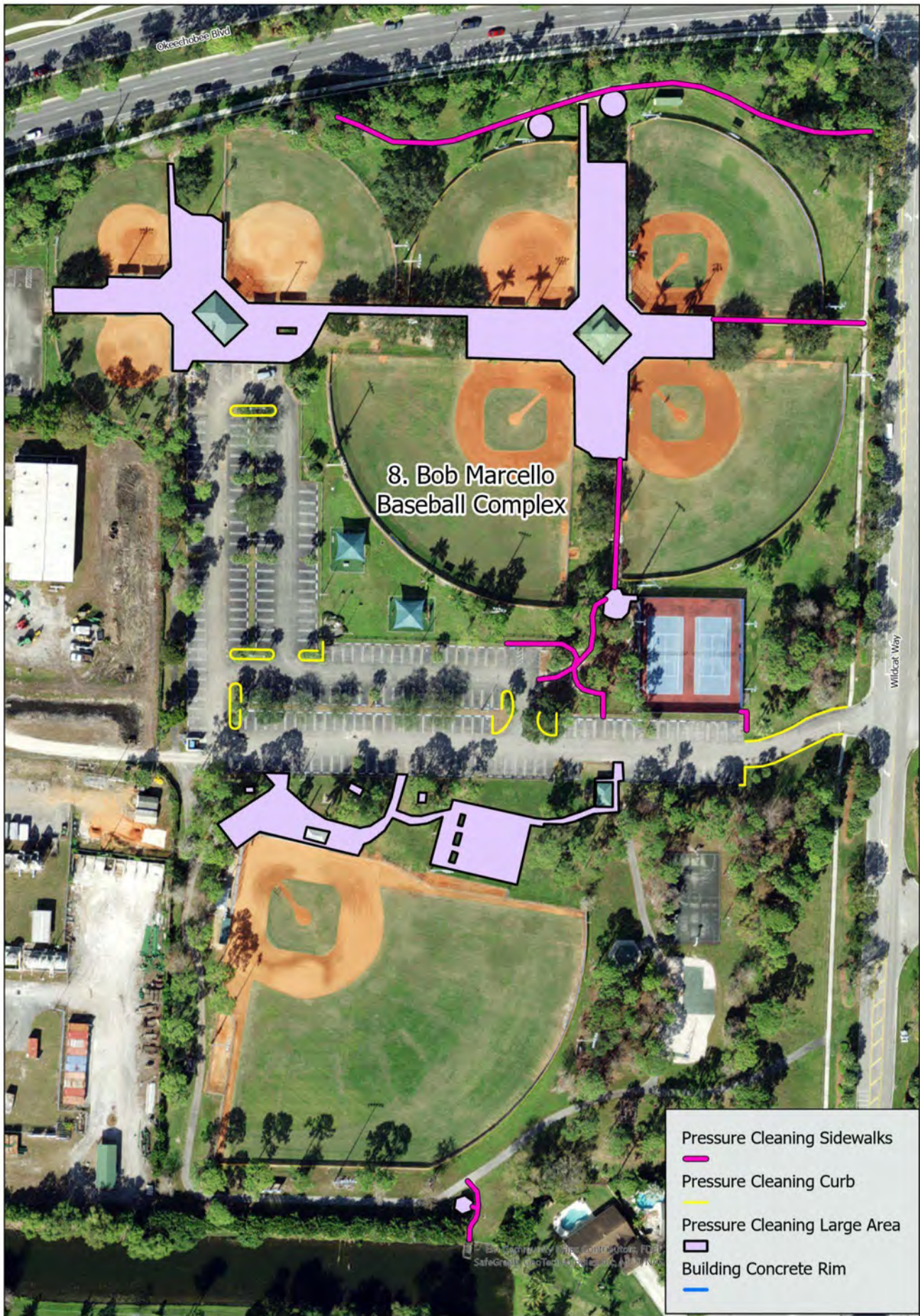
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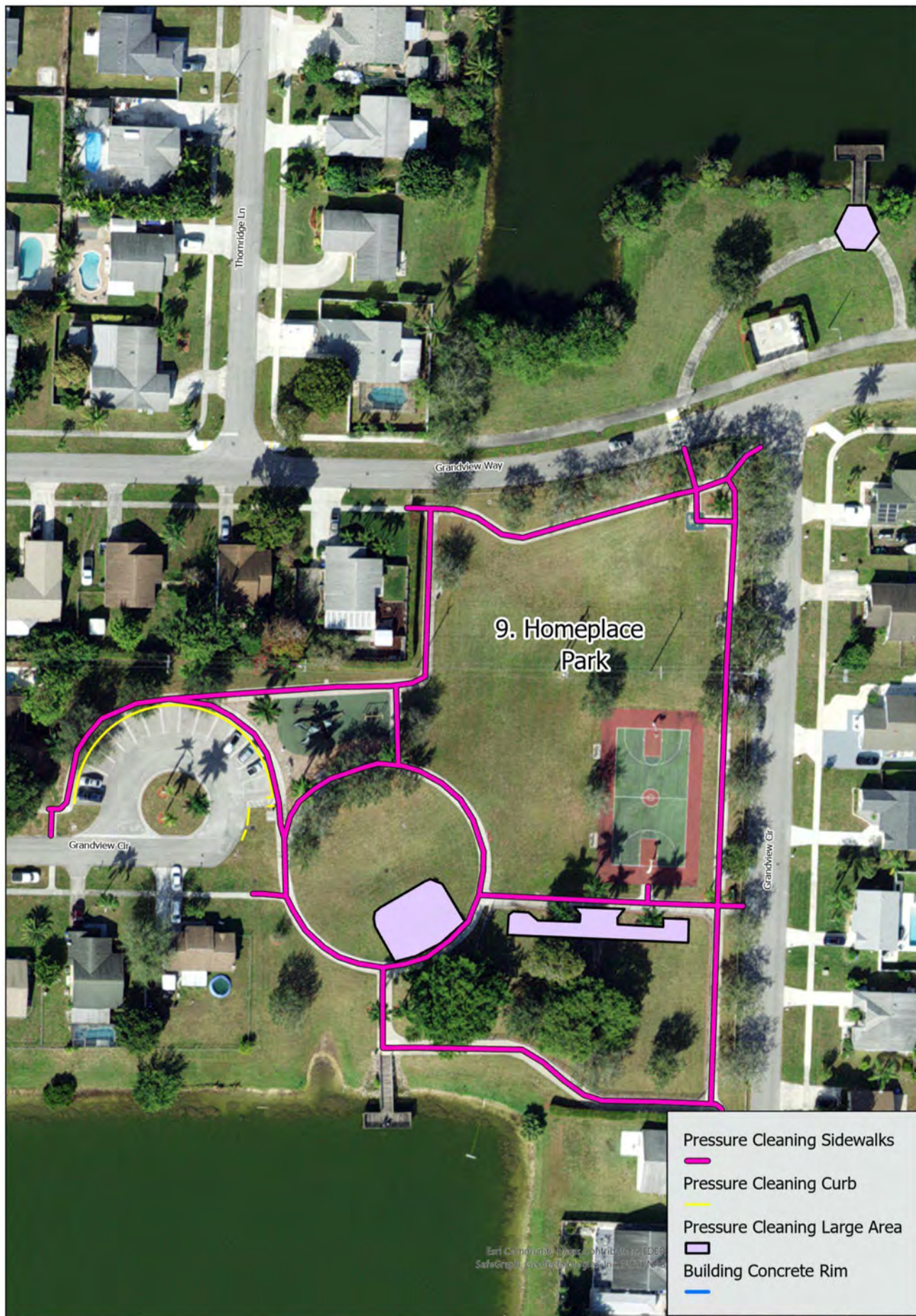
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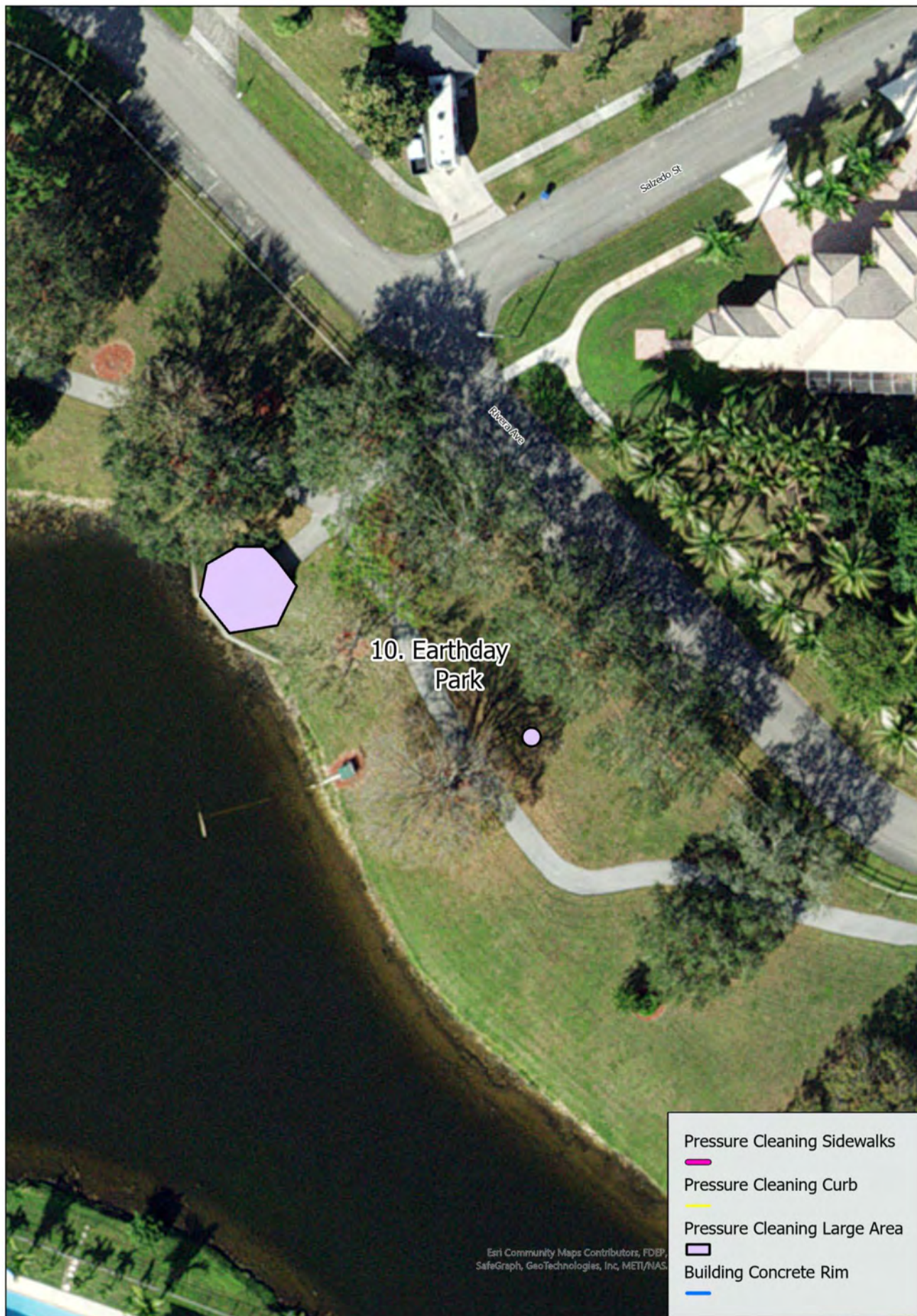
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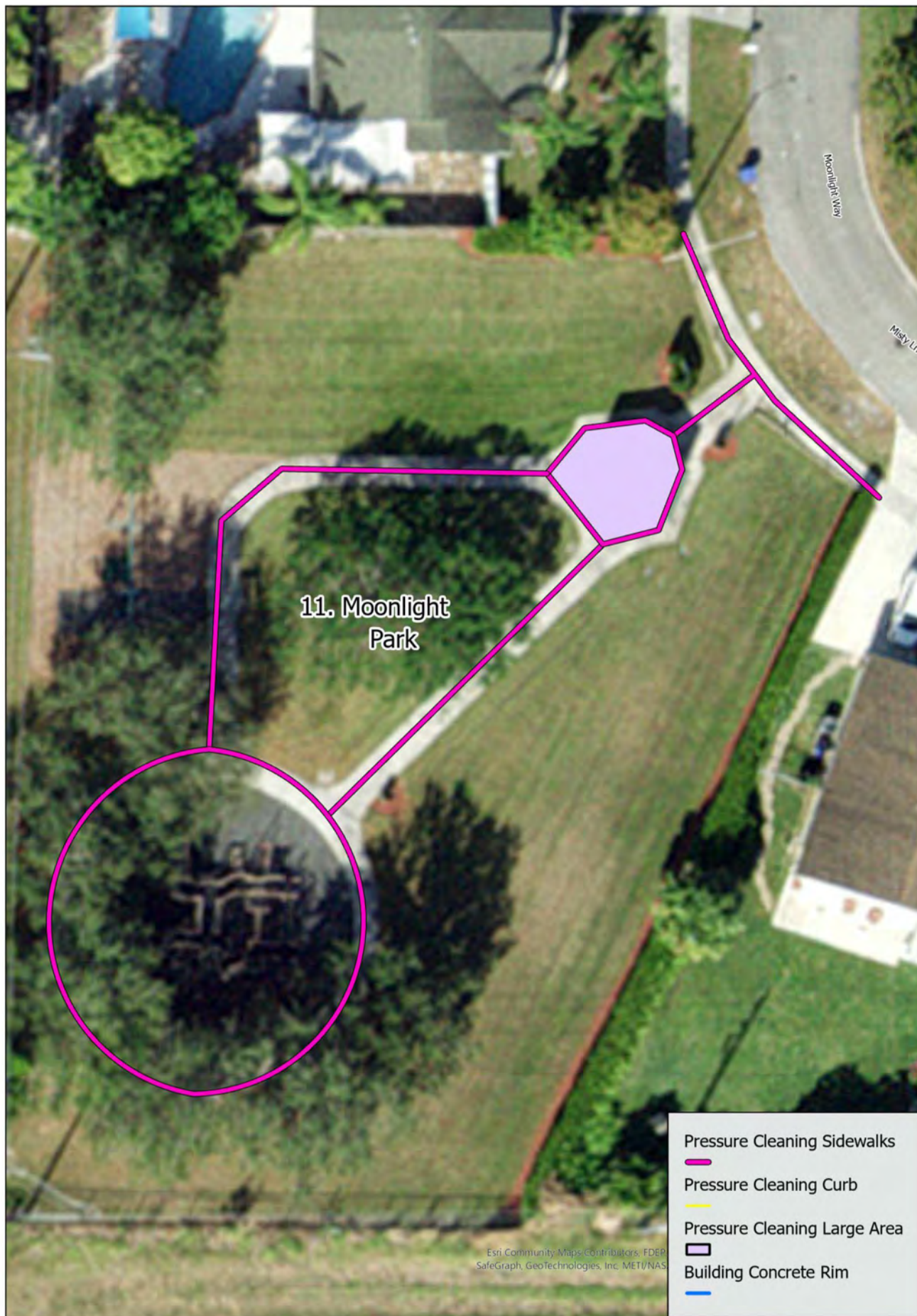
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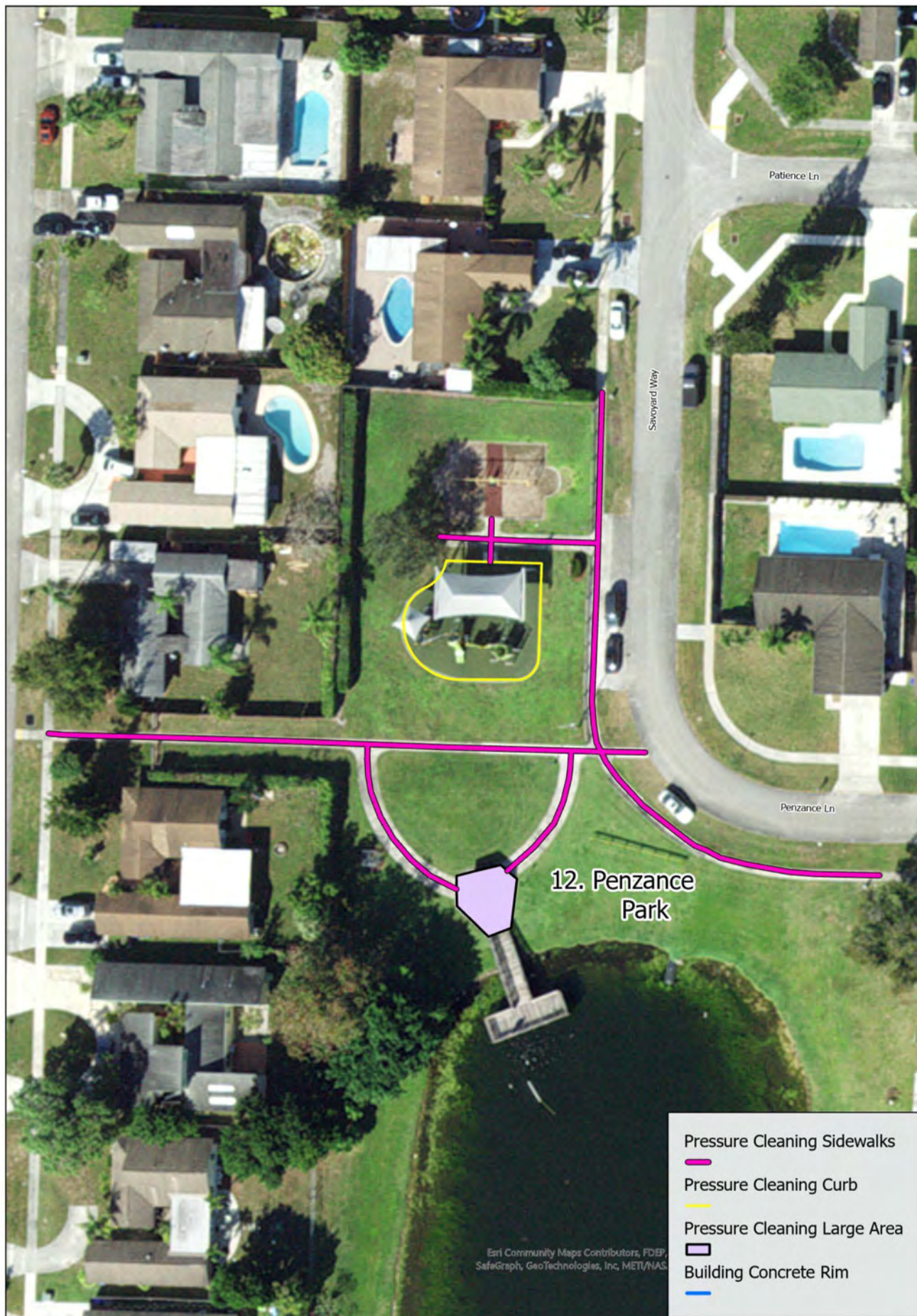
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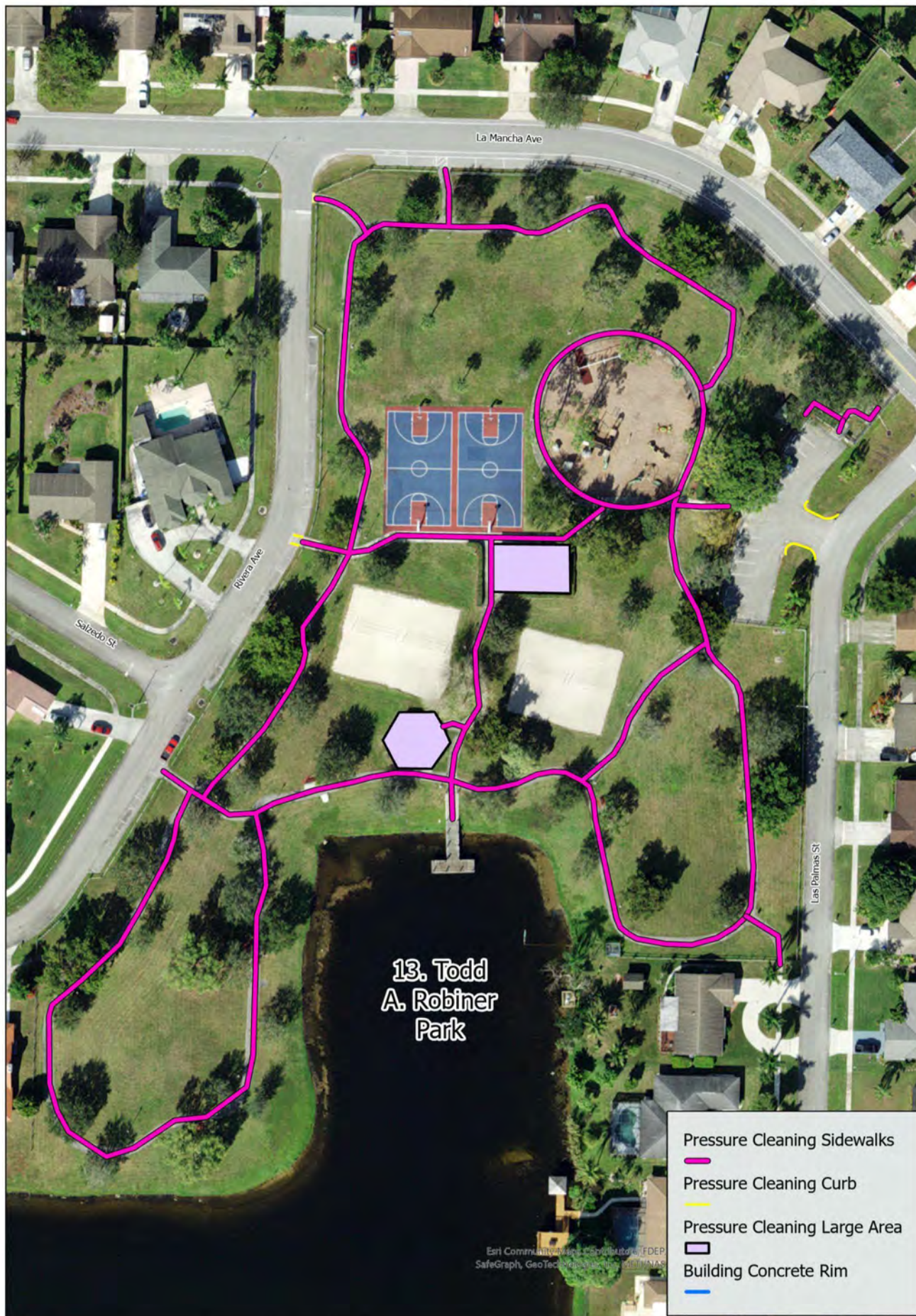
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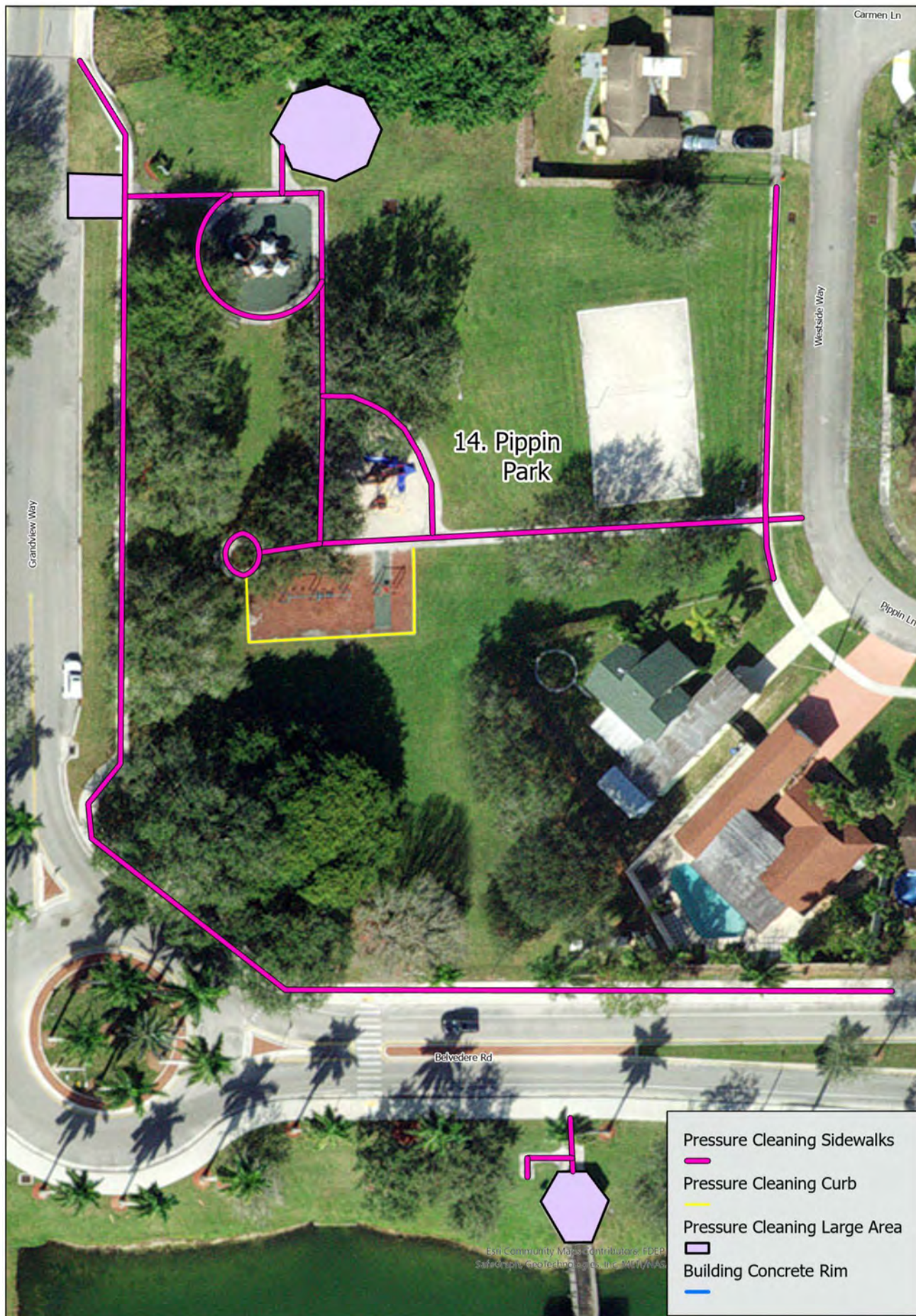
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