

- 21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.
- 21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- 21.3.4. Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 22

ACCEPTANCE AND FINAL PAYMENT

- 22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the CITY, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.
- 22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.
- 22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the

Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 23

CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within four (4) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 25

DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall,

within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of City's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

ARTICLE 26

RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any

potential damages including utilization of construction schedule changes and alternate means of construction.

- 26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

ARTICLE 27

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 28

CONTRACT DOCUMENTS

- 28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

ARTICLE 29

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

- 29.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition,

CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

29.2 DOMESTIC PARTNER BENEFITS REQUIREMENT

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

ARTICLE 30

NOTICES

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach

Jeremy Earle, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Director
Jeff Towne
Assistant Director of Public Works

And:

Jennifer Merino, City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:

Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

Maverick United Elevator LLC
4200 SW 54th Ave
Davie, FL 33314

ARTICLE 31

RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 32

AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If

any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

ARTICLE 33

COMPLIANCE WITH PUBLIC RECORDS LAWS OF THE STATE OF FLORIDA

CONTRACTOR agrees to:

- 33.1 Keep and maintain public records required by the City to perform the service.
- 33.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- 33.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

- 33.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CONTRACTOR shall indemnify the City from all costs incurred by the City, including costs of defense, as a result of CONTRACTOR's failure to comply with the provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
CITY MANAGER

Date: _____

Approved as to legal sufficiency and form by

CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. Maverick United Elevator, LLC signing by and through its representative, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

ATTEST:

Rocio Ybarzollin
Corporate Secretary

Accounts Representative
(Type Name and Title Signed Above)

CONTRACTOR

Maverick United Elevator

By [Signature]

Miguel A Garcia Managing Member
PRINT NAME AND TITLE

1st Day of May, 2025.

(Corporate Seal) OR (NOTARIZE BELOW)

OR

(ONLY If not incorporated sign below).

WITNESSES:

DAVID ALVAREZ
(PRINT NAME)

Cindy McAllen
(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(TYPE NAME & SIGNED ABOVE)



NOTARY SEAL

The foregoing instrument was acknowledged before me this 1 day of May, 2025, by Miguel Garcia.

[Signature]
Signature of Notary

SIMONA GENOVA 12/09/2028
Name of Notary Printed, or Stamped

Personally Known X OR Produced Identification OR Online Notarization

Type of Identification Produced:

Exhibit A

RFP # FY 2024-2025-05 ELEVATOR MODERNIZATION AND MAINTENANCE REPAIR SERVICES

<https://www.hallandalebeachfl.gov/DocumentCenter/View/34774>

- EXHIBIT A - ELEVATOR INSPECTION REPORTS

<https://www.hallandalebeachfl.gov/DocumentCenter/View/34773>

PUBLIC NOTICE: NON-MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

<https://www.hallandalebeachfl.gov/DocumentCenter/View/34772>

- PRE-PROPOSAL AND SITE VISIT SIGN-IN SHEET

<https://www.hallandalebeachfl.gov/DocumentCenter/View/34772>

ADDENDUM # 1 - Q&A

PUBLIC NOTICE: EVALUATION COMMITTEE MEETING

<https://www.hallandalebeachfl.gov/DocumentCenter/View/34998>



1.37	Additional Item as needed:	\$
1.38	Additional Item as needed:	\$
1.39	Additional Item as needed:	\$
1.40	Additional Item as needed:	\$
ELEVATION MODERNIZATION TOTAL FOR CITY HALL ELEVATOR		\$ 86,000.00

ELEVATORS MODERNIZATION FOR ELEVATOR SYSTEMS LOCATED AT THE POLICE DEPARTMENT (PD)		
Item #	Description	Price
2.1	Signal Fixtures	\$ 8,000.00
2.2	Controllers	\$ 10,000.00
2.3	Door Operator	\$ 5,000.00
2.4	Travel Cable	\$ 3,000.00
2.5	Hydraulic Pump Unit:	\$ 12,000.00
2.6	Fire Alarm Upgrades	\$ 9,000.00
2.7	Smoke Detectors	\$ 2,000.00
2.8	HVAC Machine Room	\$ 5,000.00
2.9	Electrical Work	\$ 6,000.00
2.10	Emergency Service Features	\$ 1,500.00
2.11	Hoistway Access Switches	\$ 500.00
2.12	Power Supply	\$ 0.00
2.13	Soft Starter	\$ 3,000.00
2.14	Pump Motor and Power Unit	\$ 0.00
2.15	Submersible Pump and Valve	\$ 0.00
2.16	Closed Loop Door Operator	\$ 5,000.00
2.17	Door-Protection Device and Interlocks	\$ 2,000.00
2.18	Retained Components	\$ 0.00
2.19	New Hoistway Door Restrictors	\$ 1,000.00
2.20	Pit Switch	\$ 500.00
2.21	Spring Buffers	\$ 700.00
2.22	Access Alert Hoistway Safety Device	\$ 300.00
2.23	Applied Car Operating Panel	\$ 2,000.00
2.24	Emergency Car Lighting	\$ 500.00
2.25	Car Position Indicator and "In-Car" Direction Lanterns	\$ 1,000.00
2.26	Hall Buttons	\$ 1,000.00
2.27	Environmental and Safety Systems	\$ 0.00
2.28	Building Power Infrastructure	\$ 1,000.00
2.29	Emergency (Standby) Power	\$ 1,500.00
2.30	Roof Lighting and Fire Extinguishers	\$ 1,000.00



2.31	Cutting and Patching	\$ 500.00
2.32	Elevator Management System (EMS)	\$ 0.00
2.33	Additional Item as needed: Oil	\$ 3,000.00
2.34	Additional Item as needed:	\$
2.35	Additional Item as needed:	\$
2.36	Additional Item as needed:	\$
2.37	Additional Item as needed:	\$
2.38	Additional Item as needed:	\$
2.39	Additional Item as needed:	\$
2.40	Additional Item as needed:	\$
ELEVATION MODERNIZATION TOTAL FOR PD ELEVATOR		\$ 86,000.00

A single lump sum is not acceptable. Provide Monthly Maintenance Cost for each location.

ELEVATOR MAINTENANCE		
Location	Address	Monthly Maintenance Cost
City Hall	400 S. Federal Highway, Hallandale Beach, FL 33009	\$ 80.00
Police Department	400 S. Federal Highway, Hallandale Beach, FL 33009	\$ 80.00
Fire Station #60	2801 East Hallandale Beach, Hallandale Beach, FL 33009	\$ 80.00
North City Beach	2801 East Hallandale Beach, Hallandale Beach, FL 33009	\$ 80.00
Water Treatment Plant	630 NW 2nd Street, Hallandale Beach, FL 33009	\$ 80.00
Fire Station #7	111 Foster Road, Hallandale Beach, FL 33009	\$ 80.00
MONTHLY MAINTENANCE TOTAL		\$ 480.00

ELEVATOR REPAIRS		
All Elevator Locations	Hourly Professional Labor Rates	\$ 135.00
	Overtime Labor Rate	\$ 202.50
	Weekend/Holiday Rate	\$ 202.50
	Markup Percentage for Parts	9.9%

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RESOLUTION NO. 2025 - 045

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AWARDED RFP # FY 2024-2025-05 ELEVATOR MODERNIZATION AND MAINTENANCE / REPAIR SERVICES TO MAVERICK UNITED ELEVATOR, LLC, AUTHORIZING AN AGREEMENT FOR A NOT TO EXCEED AMOUNT OF TWO HUNDRED THOUSAND, EIGHT HUNDRED DOLLARS (\$200,800), PLUS A FIFTY THOUSAND DOLLAR (\$50,000) CONTINGENCY, FOR A TOTAL NOT TO EXCEED AMOUNT OF TWO HUNDRED, FIFTY THOUSAND, EIGHT HUNDRED DOLLARS (\$250,800) TO COMPLETE AN ELEVATOR MODERNIZATION PROJECT, INCLUSIVE OF FIVE (5) YEARS OF ANNUAL MAINTENANCE SERVICES, FOR THE SIX (6) ELEVATORS LOCATED AT CITY HALL AND THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 23, Section 23-4, Competitive Bidding Required, all purchases of and contracts for equipment, supplies and contractual services, when the estimated cost exceeds \$50,000, shall be based on competitive bids, and pursuant to Chapter 23, Section 23-6, Award of Contract, the City Manager shall have the authority to recommend to the City Commission award of contracts; and

WHEREAS, the City of Hallandale Beach's Department of Public Works oversees the maintenance of the City's elevator systems, which are located at various facilities, including City Hall, the Police Department, Fire Station #60, North City Beach, the Department of Public Works (WTP), and Fire Station #7, and to ensure safe and reliable operation in compliance with State and County regulations, the Department contracts out monthly maintenance and inspection services; and

WHEREAS, the elevators at City Hall and the Police Department rely on obsolete systems that have been discontinued, making repairs increasingly challenging, and thus modernizing these elevators is essential to maintaining their safe and efficient operation; and

39 **WHEREAS**, on November 25, 2024, the City released RFP # FY 2024-2025-05
40 Elevator Modernization and Maintenance / Repair Services and only one company bid on the
41 project; and

42
43 **WHEREAS**, Maverick United Elevator, LLC has provided elevator maintenance
44 services to the City for approximately five (5) years with satisfactory performance, possesses
45 extensive knowledge of the City's elevator systems and operational needs, and has proposed
46 pricing for maintenance and hourly labor that is comparable to current contractual costs.

47
48 **WHEREAS**, Staff recommends that the Mayor and City Commission find it to be in the
49 public interest to award RFP # FY 2024-2025-05 Elevator Modernization and Maintenance /
50 Repair Services to Maverick United Elevator, LLC, and authorize the City Manager and City
51 Attorney to negotiate and execute an agreement for a not to exceed amount of Two Hundred
52 Thousand, Eight Hundred Dollars (\$200,800), plus a Fifty Thousand Dollar (\$50,000)
53 contingency, for a total not to exceed amount of Two Hundred, Fifty Thousand, Eight Hundred
54 Dollars (\$250,800) to complete an elevator modernization project, inclusive of five (5) years
55 of annual maintenance services for the six (6) elevators located at City Hall and the Police
56 Department, and to authorize the City Manager to execute relating documents.

57
58 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**
59 **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**

60
61 **SECTION 1. Whereas Clauses.** The foregoing "Whereas" clauses are incorporated
62 herein.


63
64 **SECTION 2. Authorization.** The Mayor and City Commission hereby award RFP #
65 FY 2024-2025-05 Elevator Modernization and Maintenance / Repair Services to Maverick
66 United Elevator, LLC, and authorize the City Manager and City Attorney to negotiate and
67 execute an agreement for a not to exceed amount of Two Hundred Thousand, Eight Hundred
68 Dollars (\$200,800), plus a Fifty Thousand Dollar (\$50,000) contingency, for a total not to
69 exceed amount of Two Hundred, Fifty Thousand, Eight Hundred Dollars (\$250,800) to
70 complete an elevator modernization project, inclusive of five (5) years of annual maintenance

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71 services for the six (6) elevators located at City Hall and the Police Department, and to
72 authorize the City Manager to execute relating documents.

73
74 **SECTION 3. Effective Date.** This Resolution shall take effect immediately upon its
75 passage and adoption.

76
77 APPROVED AND ADOPTED this 9th day of April, 2025.

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82 _____
83 JOY F. COOPER
84 MAYOR

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89 SPONSORED BY: CITY ADMINISTRATION

90 ATTEST:

91
92 
93 _____
94 JENORGEN GUILLEN
95 CITY CLERK

96
97 APPROVED AS TO LEGAL SUFFICIENCY
98 AND FORM

99 
100 _____
101 JENNIFER MERINO
102 CITY ATTORNEY

103 **FINAL VOTE ON ADOPTION**

104
Mayor Cooper Yes
Vice Mayor Lazarow Yes
Commissioner Adams Yes
Commissioner Butler Yes
Commissioner Lima-Taub Yes