#### CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 4, 2025

**Presenter's Name and Title:** Jinsheng (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

#### Temp. Reso. Number: TR 8334

**Item Description:** TEMP. RESO. #R8334, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-035, ENTITLED "REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WASTEWATER RECLAMATION FACILITY", TO MAVERICK UNITED ELEVATOR LLC IN A NOT-TO-EXCEED \$128,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT WITH MAVERICK UNITED ELEVATOR LLC. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Consent  $\boxtimes$  Resolution  $\square$  Ordinance  $\square$  Quasi-Judicial  $\square$  Public Hearing  $\square$ 

#### Instructions for the Office of the City Clerk: N/A

 Public Notice – As required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_\_ in a \_\_\_\_\_\_ ad in the \_\_\_\_\_\_; by the posting the property on \_\_\_\_\_\_\_; florida Statutes, and/or by sending mailed notice to property owners within \_\_\_\_\_\_ feet of the property on \_\_\_\_\_\_\_\_(fill in all that apply)

 Special Voting Requirement – As required by Sec. \_\_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_\_\_\_\_(unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  $\boxtimes$  No  $\square$ 

**REMARKS:** Funding of \$128,000 is available in Utilities, Account No. 410-55-800-535-000-606510-54028 entitled "CIP-Construction".

#### Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8334
  - **Exhibit A:** Proposed Agreement with Maverick United Elevator LLC.
- Attachment(s)
  - Attachment 1: Bid Opening Tab IFB No. 24-035



# CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

**BY:** Francois Domond, P.E., Director of Utilities

DATE: February 26, 2025

**RE:** Temp. Reso. No. 8334 Digester Building Elevator System Replacement at the Wastewater Reclamation Facility

**RECOMMENDATION:** The City Manager recommends the approval of the Award of Invitation For Bid ("IFB") No. 24-035, entitled "Replacement of Digester Building Elevator at the Wastewater Reclamation Facility," to Maverick United Elevator LLC in a not-to-exceed amount of \$128,000 to replace the broken elevator system at the Wastewater Reclamation Facility.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

**BACKGROUND:** The City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"). The Anaerobic Digester System at the WWRF is a three story facility, and the existing elavator is damaged beyond repair. The elevator is needed to transport equipment/material between the three floors as part of the regular maintenance and operations taking place at the Digester Building.

**DISCUSSION:** On September 10, 2024, the City advertised Invitation For Bid No. 24-035 ("IFB"), entitled "Replacement of Digester Building Elevator at the Wastewater Reclamation Facility," on Demandstar. On October 17, 2024, the closing due date, three bids were received and reviewed by the Procurement Department. Maverick United Elevator LLC was the lowest responsive and responsible bidder with a bid price of \$128,000.

**<u>ANALYSIS</u>**: The City needs to have a functionable elevator at the Digester Building to ensure proper operation and maintenance of the Anaerobic Digester System.

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#### CITY OF MIRAMAR MIRAMAR, FLORIDA

# RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF 24-035, INVITATION FOR BIDS NO. ENTITLED **"REPLACEMENT OF DIGESTER BUILDING ELEVATOR** AT THE WASTEWATER RECLAMATION FACILITY." TO MAVERICK UNITED ELEVATOR LLC IN A NOT-TO-EXCEED AMOUNT OF \$128,000; AUTHORIZING THE CITY MANAGER то EXECUTE AN **APPROPRIATE** AGREEMENT WITH MAVERICK UNITED ELEVATOR LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") Utilities Department is responsible for the

operation and maintenance of the Wastewater Reclamation Facility ("WWRF"); and.

WHEREAS, the Anaerobic Digester System at the WWRF is a three-story facility,

the existing elevator is damaged beyond repair, and the elevator is needed to transport

equipment/material between the three floors of the Digester Building; and

WHEREAS, on September 10, 2024, the City advertised Invitation For Bid No. 24-

035 ("IFB"), entitled "Replacement of Digester Building Elevator at the Wastewater

Reclamation Facility, " on Demandstar; and

WHEREAS, on October 17, 2024, the closing due date, three bids were received and reviewed by the Procurement Department, and Maverick United Elevator LLC was the lowest responsive and responsible bidder with a bid price of \$128,000; and

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WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approves the Award of Invitation For Bid ("IFB") No. 24-035, entitled "Replacement of Digester Building Elevator at the Wastewater Reclamation Facility," to Maverick United Elevator LLC in a not-to-exceed amount of \$128,000 to replace the broken elevator system at the Wastewater Reclamation Facility; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the Award of Invitation For Bid ("IFB") No. 24-035, entitled "Replacement of Digester Building Elevator at the Wastewater Reclamation Facility," to Maverick United Elevator LLC in a not-to-exceed amount of \$128,000; and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit "A," attached hereto; and

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

**Section 1:** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the Award of Invitation For Bid ("IFB") No. 24-035, entitled "Replacement of Digester Building Elevator at the Wastewater Reclamation Facility," to Maverick United Elevator LLC in a not-to-exceed amount of \$128,000 to replace the broken elevator system at the Wastewater Reclamation Facility.

<u>Section 3:</u> That the City Manager is authorized to execute to an appropriate agreement in substantial conformity with Exhibit "A."

<u>Section 4:</u> That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

Reso. No. \_\_\_\_\_

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PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

City Attorney, Austin Pamies Norris Weeks Powell, PLLC

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Requested by Administration	Voted
Commissioner Winston F. Barnes	
Commissioner Maxwell B. Chambers	
Commissioner Yvette Colbourne	
Mayor Wayne M. Messam	

EXHIBIT "A"

# AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)



# AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

# FOR REPLACEMENT OF DIGESTER ELEVATOR AT THE WASTEWATER RECLAMATION FACILITY IN MIRAMAR, FLORIDA

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Maverick United Elevator LLC (the "Contractor"), a Florida corporation whose address is 4200 SW 54<sup>th</sup> Avenue, Davie Fl 33314.

### WITNESSETH:

WHEREAS, on \_\_\_\_\_, by Resolution No. \_\_\_\_, the City Commission approved the award of Invitation to Bids No. 24-035 (the "IFB"), entitled: "Replacement of Digester Elevator at the Wastewater Reclamation Facility" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

**WHEREAS**, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

**WHEREAS**, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

**NOW THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

### ARTICLE 1 DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

# ARTICLE 2 <u>WORK</u>

The work shall include all labor, materials, and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with all additional Work included in the Contract Documents and the Contractor's bid, attached hereto as **Exhibit** "1".

# ARTICLE 3 CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 120 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 150 Calendar Days after the commencement date given in the Notice to Proceed. Ten weather Days or rain Days are included within the overall Contract time of 150 calendar Days. Contractor's Project schedule shall provide for 10 inclement weather delay Days during the interval from the Notice to Proceed until Substantial Completion.

### ARTICLE 4 CONTRACTOR AND CITY'S RELATIONSHIP

**4.1** The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

**4.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work.
- B. Is experienced in all aspects of the Work required for projects similar to the Project.
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants,

Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

**4.3** The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

# ARTICLE 5 <u>TERM</u>

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

#### ARTICLE 6 LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$150 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$100 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

# ARTICLE 7 CONTRACT PRICE

City shall pay Contractor One Hundred and Twenty-Eight Thousand Dollars \$(128,0000.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

#### ARTICLE 8 PAYMENT PROCEDURES

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

#### ARTICLE 9 INDEMNIFICATION

**9.1** To the fullest extent permitted by Laws and R egulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees, or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

**9.2** The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the

Engineer in enforcing the provisions of this indemnification.

**9.3** This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

**9.4** The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

**9.5** Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

### ARTICLE 10 TERMINATION

# 10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- **A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- **B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- **C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- **D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- **F.** Fail in any other material way to comply with the requirements of the Contract Documents.

**10.1.1** If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

**10.1.2** In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents.

If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

# 10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The city may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

# ARTICLE 11 DEFAULT

**11.1** An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule.
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.
- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**11.2** In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

**11.3** In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

**11.4** City may take advantage of each remedy specifically existing at law or in equity. Each remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

# ARTICLE 12 DELIVERY OF MATERIALS

**12.1** Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

**12.2** Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

# ARTICLE 13 CONTRACT DOCUMENTS

**13.1** The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement.
- All Addenda.
- Contractor's Bid.
- Solicitation, General Provisions.
- General Conditions.
- Technical Specifications.
- Referenced Standard Specifications; and
- Drawings.

**13.2** There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

# ARTICLE 14 ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

# ARTICLE 15 APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

# ARTICLE 16 AUDIT AND INSPECTION RIGHTS

**16.1** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement.

Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**16.2** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

**16.3** The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

#### ARTICLE 17 NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### ARTICLE 18 PUBLIC RECORDS

- **18.1** The Contractor shall comply with The Florida Public Records Act as follows:
  - **18.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city in order to perform the service.
  - **18.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - **18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

- **18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- **18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, <u>dagibbs@miramarfl.gov</u> OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.
- **18.1.7** Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

### ARTICLE 19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

**19.1** Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes, and ordinance as they may be amended from time to time.

**19.2** The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or

Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

#### ARTICLE 20 CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

### ARTICLE 21 INSURANCE

**21.1** Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The city **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

**21.2** This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policiesshall have endorsements adding the City of Miramar as an a dditional i nsured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

**21.3** Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

#### ARTICLE 22 INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

#### ARTICLE 23 REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

### ARTICLE 24 NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

#### ARTICLE 25 COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

# ARTICLE 26 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

#### ARTICLE 27 WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

#### ARTICLE 28 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

# ARTICLE 29 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address

indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

# TO CONTRACTOR:

ATTN: Miguel Garcia Managing Member Maverick United Elevator LLC 4200 SW 54<sup>th</sup> Avenue Davie Fl 33314 Telephone: (954) 822-1070 Fax: \_\_\_\_\_ Email: info@mavelevator.com

# TO CITY OF MIRAMAR:

ATTN: Dr. Roy Virgin, City Manager CITY OF MIRAMAR 2300 Civic Center Place Miramar, Florida 33025 Telephone: (954) 602-3120 Fax: (954) 602-3672 Email: rvirgin@miramarfl.gov

# WITH A COPY TO:

City Attorney Austin Pamies Norris Weeks Powell, PLLC 401 NW 7<sup>th</sup> Avenue Ft. Lauderdale, FL 33311 Tel: 954-768-9770 Fax: 954-768-9790 Email: <u>miramarcityattorney@apnwplaw.com</u>

# ARTICLE 30 CITY'S OWN FORCES

**30.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

**30.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

#### ARTICLE 31 LIMITATION OF LIABILITY

**31.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

**31.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**31.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

#### ARTICLE 32 THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### ARTICLE 33 WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the city against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

# ARTICLE 34 HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

#### ARTICLE 35 SEVERABILITY

**35.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**35.2** City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

#### ARTICLE 36 SCRUTINIZED COMPANIES

**36.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**36.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**36.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**36.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### ARTICLE 37 CONFLICT-OF-INTEREST

**37.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the city reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

**37.2** Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

#### ARTICLE 38 VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

### ARTICLE 39 SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

### ARTICLE 40 E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of

participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

### ARTICLE 41 EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

# ARTICLE 42 ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

#### CITY OF MIRAMAR:

# CONTRACTOR:

By: City Manag Dr. Roy Vi		I	Ву:
This <u>day</u> day o	of, 2	2024.	Date:

# ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

City Attorney Austin Pamies Norris Weeks Powell, PLLC.

**EXHIBIT** "1"



Date of Issuance of Addendum: October 10th, 2024

# CITY OF MIRAMAR Procurement Department ADDENDUM NO. 4

to the

# INVITATION FOR BIDS (IFB) # 24-035 REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WWRF

Bidders are hereby notified that this **Addendum No. 4** shall be attached to and made part of the above-named Invitation for Bids (the "IFB") issued on September 12<sup>th</sup>, 2024.

This **Addendum No. 4** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in **Addendum No. 4**, **Addendum No. 3 Addendum No. 2 & Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB and shall conform to the addition(s) and revision(s) contained herein.

#### See Updated Scope of Work:

**1) SCOPE OF WORK**: The City of Miramar is soliciting quotes from qualified contractors to furnish all material, equipment, and labor for the removal of existing Mowry Elevator, pumps, motors, controllers, guide rails, rail brackets, all electrical components, and fluids.

Contractors will also be responsible for the installation of a new 4000lb capacity, 480-volt 3 phase, 3 stop freight elevator. The new elevator will be ADA compliant and meet all new safety guidelines.

#### All interested parties shall acknowledge the following work conditions:

- a. Contractor shall be responsible for disposal of all old units, parts, and fluids from the work areas.
- b. Contractor shall cordon off all construction areas and provide appropriate signage delineating construction zones to keep pedestrians out.
- c. The Work must be done on normal business hours (Monday through Thursday) in coordination with Utilities Department staff. Contractor will coordinate and provide a detailed schedule prior to start of any work.

d. Contractor will be responsible for all permitting, inspections, engineering drawings, IFB 24-035: Replacement of Digester Elevator at the WWRF Addenda # 4

Cor/16/24



Date of Issuance of Addendum: October 9th, 2024

# CITY OF MIRAMAR Procurement Department ADDENDUM NO. 3

to the

# INVITATION FOR BIDS (IFB) # 24-035 REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WWRF

Bidders are hereby notified that this **Addendum No. 3** shall be attached to and made part of the above-named Invitation for Bids (the "IFB") issued on September 12<sup>th</sup>, 2024.

This Addendum No. 3 is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in Addendum No. 3, Addendum No. 2 & Addendum No. 1 shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB and shall conform to the addition(s) and revision(s) contained herein.

#### Updates:

Due to the impending hurricane (Milton) approaching the Florida area, the bid due date has now changed from Thursday, October 10<sup>th</sup>, 2024 @ 2pm to Thursday, October 17<sup>th</sup>, 2024 @ 2pm.

Webex bid opening has now changed from Thursday, October 10<sup>th</sup>, 2024 @ 2:30pm to Thursday, October 17<sup>th</sup>, 2024 @ 2:30pm.

Webex bid opening link:

Join from the meeting link https://miramarfl.webex.com/miramarfl/j.php?MTID=m57d5159e0746ab834a152c893d8f333f

Join by meeting number Meeting number (access code): 2307 585 7784 Meeting password: GtYHAQAp632

Тар	to	join	from	а	mobile	device	(attendees	only)
+1-415	-655-0001	,23075857	784## US					Toll

Join +1-415-655-0001 US Global call-in numbers by

phone Toll

IFB 24-035: Replacement of Digester Elevator at the WWRF Addenda #3

N oct 16/24



# CITY OF MIRAMAR Procurement Department ADDENDUM NO. 2

to the

# INVITATION FOR BIDS (IFB) # 24-035 REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WWRF

Bidders are hereby notified that this **Addendum No. 2** shall be attached to and made part of the above-named Invitation for Bids (the "IFB") issued on September 12<sup>th</sup>, 2024.

This **Addendum No. 2** is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in Addendum **No. 2 & Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB and shall conform to the addition(s) and revision(s) contained herein.

#### Updates:

Bid due date how now changed from Wednesday, October 2, 2024 @ 2pm to Thursday, October 10<sup>th</sup>, 2024 @ 2pm.

Webex bid opening has now changed from Wednesday, October 2<sup>nd</sup>, 2024 @ 2:30pm to Thursday, October 10<sup>th</sup>, 2024 @ 2:30pm.

Webex bid opening link:

Join from the meeting link https://miramarfl.webex.com/miramarfl/j.php?MTID=m57d5159e0746ab834a152c893d8f333f

Join by meeting number

Meeting number (access code): 2307 585 7784

Meeting password: GtYHAQAp632

Тар	to	join	from	а	mobile	device	(attendees	only)
+1-415	-655-0001	,,23075857	784## US					Toll

Join +1-415-655-0001 US Global call-in numbers by

phone Toll

IFB 24-035: Replacement of Digester Elevator at the WWRF Addenda #2

Ort 8/2024



Date of Issuance of Addendum: September 17th, 2024

# **CITY OF MIRAMAR Procurement Department** ADDENDUM NO. 1

to the

# **INVITATION FOR BIDS (IFB) # 24-035** REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WWRF

Bidders are hereby notified that this Addendum No. 1 shall be attached to and made part of the above-named Invitation for Bids (the "IFB") issued on September 12th, 2024.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the IFB. The item(s) contained in this Addendum No. 1 shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB and shall conform to the addition(s) and revision(s) contained herein.

#### Updates:

### THE FOLLOWING ARE CHANGES TO THE SOLICITATION TIMETABLE:

IFB Advertised	Thursday, September 12 <sup>th</sup> , 2024
Non-Mandatory Pre-Bid Meeting	Wednesday, September 18 <sup>th</sup> , 2024, at 10:00 A.M.
	Tuesday, September 24 <sup>th</sup> , 2024, at 10:00 A.M.
Site Visit	September 18 <sup>th</sup> , 2024, at 10:00 A.M.
	Following Pre-bid Meeting on Tuesday, September 24 <sup>th</sup> , 2024
Deadline for written questions	Tuesday, September 24 <sup>th</sup> , 2024, at 5:00 P.M.
	Friday, September 27 <sup>th</sup> , 2024, at 5:00 P.M.
FB 24-035: Replacement of Digester Elevator at the WWRF Addenda #1	MAIN 021/202

Due Date and Time Bids due	Monday, September 30 <sup>th</sup> , 2024, at <del>2:00 P.M.</del>		
	Wednesday, October 2 <sup>nd</sup> , 2024, at 2:00 P.M.		
Time of Opening of Bids vis (Webex)	Monday, September 30 <sup>th</sup> , 2024, at 2:30 P.M.		
	Wednesday, October 2 <sup>nd</sup> , 2024, at 2:30 P.M.		

1/1/2024 1/2024

IFB 24-035: Replacement of Digester Elevator at the WWRF Addenda #1

#### SECTION 300 – BID FORMS BID COVER SHEET – IFB No. 24-035

BIDDER'S NAME (Name of Firm, Entity or Organization	): Maverick United Elevator LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 45-15	36546
NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT	
PERSON: Name: Miguel Garcia	Title: Managing Member
EMAIL ADDRESS:info@mavelevator.com	
MAILING ADDRESS:	
Street Address:4200 SW 54th ave	
City, State, Zip: _Davie, FL 33314	
TELEPHONE:	FAX:
(954_ )822-1070	( )
BIDDER'S ORGANIZATION STRUCTURE:	
CorporationPartnership	ProprietorshipJoint Venturex_Other (Explain): LLC
IF CORPORATION:	
Date Incorporated/Organized:2011	
State of Incorporation/Organization:Florida	
States registered in as foreign Corporation:	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER TO	HAN WHAT THIS SOLICITATION REQUESTS:
Elevator maintenance, repairs and modernizations	S
LIST NAMES OFBIDDER'S SUBCONTRACTORS AND/OF	R SUBCONSULTANTS FOR THIS PROJECT:
	hereby certifies that this Bid is submitted in response to the Solicitation)
MALASON	and set and
Signed by:	Date: October 13, 2024
Print name:Miguel Garcia	Title:Managing Member

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BID TO: The City of Miramar 2300 Civic Center Place Miramar, Florida 33025 City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a Contract with the City in the form included in this City of Miramar Bid No. IFB-No. 24-035 to perform the Work as specified or indicated in the Solicitation entitled: <u>"CITY OF MIRAMAR- REPLACEMENT</u> OF DIGESTER BUILDING ELEVATOR AT WASTEWATER RECLAMATION FACILITY

2. Bidder accepts all the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is <u>Jason Chong</u>, who can be reached at: <u>jdchong@miramarfl.gov</u>

3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.

4. Bidder has examined copies of all the Solicitation Documents, including the following Addenda (receipt of all of which is hereby acknowledged):

Number	Number 1 D	Date	September 12 <sup>th</sup> , 2024
	2		October 1 <sup>st</sup> , 2024
	3		October 9th, 2024
	4		October 10 <sup>th</sup> , 2024

5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

To all the foregoing and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: Detober 16th, 2024 BID	DER: Mauri	je United	Elucitor
BY	:(Signatur	e)	
TI	(Signatur TLE: <u>Managin</u>	f member	
STATE OF FLORIDA ) ) ss:			
COUNTY OF BROWARD )			
SWORN TO AND SUBSCRIBED be Miguel Goreie, who is <u>Accel Apein Horepollis</u> Notary Public State of Florida at Large My commission expires: <u>B/20/2027</u>	personally known as identificat	to me or	, 20 <u>29</u> , by has produced
t, etc			

END OF DOCUMENT

### ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_1	September 12 <sup>th</sup> , 2024
2	October 1 <sup>st</sup> , 2024
_3	October 9 <sup>th</sup> , 2024
4 15	October 10 <sup>th</sup> , 2024

BIDDER:

Maverick United Elevator LLC

(Company Name) (Signature)

Miguel Garcia / Managing Member

(Printed Name and Title)

#### END OF DOCUMENT

#### FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

#### **CITY OF MIRAMAR**

#### REPLACMENT OF DIGESTER BUILDING ELEVATOR AT WASTEWATER RECLAMATION FACILITY

#### IFB 24-035

#### BID FORM SUMMARY

#### Description

Bidders shall quote a firm, fixed, all-inclusive price for the work described under Scope of Work. The all-inclusive price shall include, but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, materials, printing, overhead and profit, and any other contractor expense, cost, or charge in providing the Services in accordance with the minimum specifications. All final billed guantities shall be field verified for final invoicing of work completed.

TOTAL BASE BID AMOUNT:

\$128,000.00\_\_\_\_\_ (Write Amount in Figures)

#### TOTAL BASE BID AMOUNT: One Hundred Twenty-Eight Thousand Dollars\_\_\_\_\_ (Write Amount in Words)

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, F.S. 553.60-64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These worksheets must be completed in their entirety and returned together with the sealed Bids for the Bid to be deemed complete, responsive, and accepted by the city.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes only. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Bid based on the Contract Documents and Technical Special Provisions unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Worksheet in no way includes all the specific items found in the Contract Documents and Technical Special Provisions, nor represent all the parts of the Project required by this Contract.

# Project/Development Name: <u>REPLACEMENT OF DIGESTER BUILDING ELEVATOR</u> <u>AT WASTEWATER RECLAMTION FACILITY, IFB 24-035</u>

Contractor Company Name:

Maverick United Elevator LLC

Signature

Contractor Acknowledgement

Miguel Garcia / Managing Member

Date: October 15t, 2024

### INFORMATION REQUIRED OF BIDDER

### LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

Work to be Performed	Subcontract or License <u>Number</u>	Percent of Total Contract	Subcontractor's Name <u>and Address</u>
1.			
2.			
3.			
4.			
	·		
6.			

Note: Attach additional sheets if required.

### NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first Supplier listed Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

2 31221021 V 12 0 123

Equipment/Material Item	Supplier
Controller and Door Equipment	A. Vantage Elevators
	В
	A
	В
	A
	В





# Notification and Acknowledgement of Waste Management Service

The Contractor is hereby notified that Waste Pro is the City's official waste management provider and <u>must be used for all waste disposal activities related to this Project, (if applicable)</u>. For assistance, call (954) 967-4200.

Project/Development Name:

# CITY OF MIRAMAR – REPLACEMENT OF DIGESTER ELEVATOR AT WASTEWATER RECLAMATION FACILITY -IFB 24-035

Contractor Company Name:	Maverick United Elevator LLC	
Contractor Acknowledgement	Miguel Garcia / Managing Member	
	Print Name/Title	
	Malasa	
Date: October 15, 2024	Signature /	

## **BIDDER'S GENERAL INFORMATION:**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 or 8 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all the Bidder's General Information (i.e., items 1 through 8, inclusive) is delivered to the city.

- (1) CONTRACTOR'S name and address: <u>Maverick United Elevator LLC</u> 4200 SW 54<sup>th</sup> ave Davie, FL 33314
- (2) CONTRACTOR'S telephone number: 954-822-1070\_\_\_\_\_
- (3) CONTRACTOR'S license: Primary classification: CC2412\_\_\_\_\_

State License No. and Expiration Date: ELC614 12/31/2024\_\_\_\_\_

Supplemental classification held, if any:

Name of Licensee, if different from (1) above: David Alvarez\_\_\_\_\_

(4) Name of person who inspected site of proposed Work for your firm:

Name: David Alvarez\_\_\_\_\_Date of Inspection: 09/24/2024\_\_\_\_

- (5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract: United States Fire Insurance Company, Jarrett Merlucci, Attorney in fact. 305-722-2664\_\_\_\_\_
- (6) **ATTACH TO THIS BID** the resume of the person who will be designated chief construction superintendent or on-site construction manager.
- (7) <u>ATTACH TO THIS BID</u> a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
- (8) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

Project Name	Contract Price and End Date	Name, address, email and phone number of Contact
1.		
2.		
3.		
4.	_	

### Miguel A. Garcia

4200 Sw 54 <sup>th</sup> Ave, Dania Beach, Florid		Cell phone: (954)822-1070 Info@mavelevator.com		
Summary	<ul> <li>Demonstrated achiever with exceptional knowledge of Accounting and managemen</li> <li>Strong finance background combined with fluency in two languages: English and Sp</li> <li>Skilled at learning new concepts quickly, working well under pressure, and communic clearly and effective</li> <li>Detail-oriented, efficient and organized professional with extensive knowledge in tax</li> </ul>	anish. Icating ideas		
Education	Bachelors Degree in Accounting/ Minor Degree in Business Management Florida Atlantic University, Boca Raton, FL	8/2008		
	Associates Degree in Arts/Accounting Broward Community College, Davie, FL	8/2005		

#### **Career History & Accomplishments**

Managing Member, Summa Mechanical Contractors, LLC. DBA SMC Air	2010-
Conditioning	Current
• Oversee the daily operations of the HVAC company.	

- Train personnel in various roles throughout the organization.
- Supervise large HVAC installations.

#### Managing Member, Maverick United Elevator, LLC

- Oversee the day-to-day operations of the elevator company.
- Train personnel in various positions throughout the organization.
- Supervise large traction installations in mid-rise buildings, including the installation of controllers and machines, as well as managing final inspections.
- Oversee the design and implementation of complex elevators for buildings with unique limitations, such as increased weight capacity, enhanced speed, and automation of door systems.
- Coordinate and communicate with elevator consultants and inspectors to streamline project communication and ensure successful project closeouts.
- Manage elevator maintenance for a large number of municipalities, including up to 11 different cities at times.
- Handle elevator sales with clients who have multiple representatives and face significant project challenges.
- Lead and train an Accounts Manager team to better meet customer needs.
- Provide solutions to daily operational challenges that arise.

#### Independent Contractor for Nature's Products/ President, Fazzt, Inc.

• Ran an organization with sales of over \$100,000 a month

- · Developed several Excel spread sheets use for entry time and cross reference
- · Prepared a payroll bi-weekly for Fazzt, Inc
- File federal and state form for payroll taxes 940, 941, Uct-6
- · Responsible for record-keeping and payroll documents
- Bank reconciliations
- · Create budgets and forecasts for management team
- · Planned strategies to reduce overhead cost
- · Improve performance and meet cash flow requirements

Line Leader, Motorola.

· Supervisor of production

- · Met production requirement set forth by Motorola
- · Motivated others to achieve individual and organizational goals

### Volunteer & Licenses

4

- VITA Volunteer Income tax assistance, Prepare 1040 and different schedules (A,B,C,D) for lower income communities
- Series 3 Commodities and Futures market Broker. Hedging and selling options

2001-2005

1999-2001

### BID BOND

STATE OF <u>Florida</u>) COUNTY OF <u>Broward</u>) ss:

PRESENTS that we. THESE BY MEN KNOW ALL principal. and Maverick United Elevator, LLC as , as Surety, are held and firmly bound unto the United States Fire Insurance Company City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of Dollars (\$ 5% of Amount Bid ), lawful money of the United Five Percent of Amount Bid States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR-"REPLACEMENT OF DIGESTER ELEVATOR AT THE WASTEWATER RECLAMATION FACILITY", we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated \_\_\_\_\_\_\_\_\_\_, 20\_24.

#### For:

REPLACEMENT OF DIGESTER BUILDING ELEVATOR WASTEWATER RECLAMATION FACILITY

IFB # 24-035

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under ,  $20^{\underline{24}}$ , the name and October 2nd their respective seals this day of the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

Witness

ATTEST: locie Aberpollin

ATTEST:

As Per Attached Power of Attorney Secretary \*Impress Corporate Seal

Miguel Gorci (Individual or Partnership

Principal)

4200 SW 54 mare (Business Address)

Davie, FC 33314 (City, State, Zip)

305 - 888 - 7599 (Business Phone)

Maverick United Elevator, LLC (Corporate Principal)

United States Fire Insurance Company (Corporate Surety) \* By: Jarrett Merlucci, Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

### Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

#### UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey } County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



all

Matthew E. Lubin, President

Melissa H D'alessia

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Altorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the of October 20 24

UNITED STATES FIRE INSURANCE COMPANY Mehad C. fur

day

Michael C. Fay, Senior Vice President

### ANTI-KICKBACK AFFIDAVIT

STATE OF Florida COUNTY OF Broward ) ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

2024 DATED: October 1

BY: (Signature) NAME:

TITLE: Manage

STATE OF FLORIDA ) SS: COUNTY OF BROWARD

SWORN	TO AND SUBSC	RIBED before me thi	s 15 day	y of Octo	Ger -	, 20 <u>29</u> , by
Miquel		who is personally				
. 0	0		as identifica	tion.		

<u>Rocio Yborgollin</u> \_arge

Notary Public State of Florida at Large

My commission expires: 0



ROCIO YBARGOLLIN Notary Public State of Florida Comm# HH438496 Expires 8/28/2027

## PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to <u>City of Miramar</u>

by	Mig	uel	Garcia		_
for	IFB	#	24-035		_
whose	busine	ss a	ddress is _	4200 SW 54th ave Davie,FL 33314	-

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-1536546

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Section 283.133(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 guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Section 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, partners, shareholders, employees, members, and agents who are active in the management of an 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 a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Section 287.133(1)(e), 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 bids or applies to bids on contracts for the provision of goods or services 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 management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

X 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 has been charged with and convicted of a public entity crime subsequent to 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to 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, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a 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 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 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.

DATED: Vetobe

BY: (Signature NAME

TITLE:

STATE OF FLORIDA ) SS: COUNTY OF BROWARD

SWORN TO AND SUBSO	CRIBED before me this 1st day of October, 2024 by
	, who is personally known to me $X$ or has produced
	as identification.

<u>songu</u>llin

Notary Public State of Florida at Large

My commission expires



ROCIO YBARGOLLIN Notary Public State of Florida Comm# HH438496 Expires 8/28/2027

# TRENCH SAFETY ACT COMPLIANCE STATEMENT

# Project Name: CITY OF MIRAMAR- "REPLACEMENT OF DIGESTER ELEVATOR AT THE WASTEWATER RECLAMATION FACILTY"

Project Number: IFB No. 24-035

Project Location: The Project is located at 13900 PEMBROKE ROAD, MIRAMAR, FL 33027

### Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

### CERTIFICATION

- I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations more than five feet in depth for this Project.
- 2. The estimated cost imposed by compliance with the Trench Safety Act will be:

One Hundred Twenty-Eight Thousand DollarsDollars \$128,000.00(Written)(Figures)

3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

nited Eluator LLC Certified: By: (President/ Principal's Signature) Principal's Type or Print Name) STATE OF FLORIDA ) ss: COUNTY OF BROWARD day of actober, 2024, by SWORN TO AND SUBSCRIBED before me this 19 who is personally known to me  $\underline{X}$  or has produced as identification. <u>Nocio</u> <u>Yberg</u>ellin It Large Expires: 08/28/2024 ROCIO YEARGOLLIN Notary Public Notary Public State of Florida State of Florida at Large Comm# HH438496 My commission expires:  $\frac{\partial g}{\partial s}$ Expires 8/28/2027

### NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA )	
) ss:	
COUNTY OF BROWARD )	
Mienel Garcier	being first duly sworn, deposes and says
that:	

- (1) He/she is the, Owner, Partner, Officer, Representative or Agent) of Mauluc Villed Educator (10, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed, and delivered In the presence of: By: Witness Geveren Momber Witness STATE OF FLORIDA ) ) SS: COUNTY OF BROWARD ) SWORN TO AND SUBSCRIBED before me this  $1^{5^+}$  day of <u>Detable</u>,  $202\frac{1}{2}$  by <u>and Garcia</u>, who is personally known to me  $\times$  or has produced as identification. ROCIO YBARGOLLIN procelles Notary Public Notary Public State of Florida Comm# HH438496 State of Florida at Large Expires 8/28/2027 My commission expires:

### DRUG FREE WORKPLACE (Tie Bid Form) FLORIDA STATE STATUTE SECTION 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and services, and 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. To have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Bidder's Signature

October 15t, 2024

STATE OF FLORIDA ) SS: COUNTY OF BROWARD )

SWORN TO AND SUBS	CRIBED before me this 75t	day of Det	068, 20 <u>29</u> , by
	, who is personally known		
	as identifi	ication.	

Notary Public Notary Public State of Florida at Large My commission expires: 08/28/2027



ROCIO YBARGOLLIN Notary Public State of Florida Comm# HH438496 Expires 8/28/2027

## NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: 027054 75+ 2024	BY:(Signature)
	NAME: Miguel Gereie
	TITLE: <u>Managing Member</u>
STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )	
SWORN TO AND SUBSCRIBED Miguel Gorcia, who	D before me this $1^{5^{t}}$ day of <u>Deto 5er</u> , 2024, by is personally known to me X or has produced as identification.

<u>Locio Yborgollin</u> rge

Notary Public State of Florida at Large

My commission expires:



ROCIO YBARGOLLIN Notary Public State of Florida Comm# HH438496 Explres 8/28/2027

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

## **BUSINESS/VENDOR PROFILE SURVEY**

Name of Business:Maverick United Elevator LLC
Address:4200 SW 54th ave Davie, FL 33314
Phone No.:954-822-1070
Email Address:info@mavelevator.com
Contact Person (Regarding This Form):Miguel Garcia
Type of Business (check the appropriate type): CONSTRUCTION SERVICES - Firms involved in the process of building, altering, repairing, improving, or demolishing any structure, building or real property.
<ul> <li>ARCHITECTURE AND ENGINEERING (A&amp;E) SERVICES - Firms involved in architectural design, engineering services, inspections, and environmental consulting (materials and soil testing) and surveying.</li> </ul>
<ul> <li>PROFESSIONAL SERVICES - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.</li> </ul>
<ul> <li>BUSINESS SERVICES - Involves any services that are labor intensive and not a construction related or professional service.</li> </ul>
<ul> <li>COMMODITIES - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.</li> </ul>
<ul> <li>A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.</li> <li>Business is claiming the CBE/SBE Preference; YESNOX</li> </ul>
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.
Business is claiming local Business Preference YES NOX (Choose below as applicable)
Businesses Employing Miramar Residents - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
Business with a location within Miramar, follows all City licensing requirements and is current on all City taxes. <u>Attach a copy of a current Miramar Business Tax Receipt to this form.</u>
END OF DOCUMENT

# BUSINESS EMPLOYING MIRAMAR RESIDENTS' AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: <u>Maverick United Eleva</u>	tor LLC
Address: 4200 SW 54th ave Da	avie, FL 33314
Telephone Number: <u>954-822-10</u>	70 E-Mail Address: info@mavelevator.com
Solicitation No. and Title: <u>IFB# 24</u>	-035

By signing below, I hereby certify that Vendor has \_\_\_\_\_ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which \_\_\_\_\_ are full time equivalent Miramar residents.

Managing Member

Signature

Title

Date

Sworn to (or affirmed) and subscribed before me by means of physical presence or  $\Box$  online notarization, this  $\frac{15}{2}$  day of  $\frac{0.408}{0.408}$ ,  $\frac{24}{2}$  (year), by <u>Muguel Gercue</u>

STATE OF Florido COUNTY OF Browerd

Rocio Yborgollis

Notary Public (Sign name of Notary Public)

My commission expires:



ROCIO YBARGOLLIN Notary Public State of Florida Comm# HH438496 Expires 8/28/2027

Personally Known \_\_\_\_\_ or Produced Identification\_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

END OF DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

(SEAL)

(Rev. Ja Dacartm	VV-9 mary 2003) art of the Treasury Revenue Service	ldentifi	Reques	t for Taxpayer Imber and Certific	ation	Give form to the requester, Do not send to the IRS.			
page 2.	-	Inited Elevator LLC							
E .	Business name. If diffe	individual/		🗌 Pathership 🔲 Other 🕨		Exempt from backup withholding			
Print or type to Instructions	Address number, stre 4200 SW 54th	et, and apt, or suite no.j ave			Requester's name and a City of Miramar	acktress (cptional)			
p See Specific	City, state, and ZIP co Davie, FL 3331				2300 Civic Center P	vic Center Place			
	List account number(s	) here (optional) dentification Nun	abor (TIN)						
Howe page see H	your TIN in the appro ever, for a resident a 3. For other entities, row to get a TIN on p	epriate box, For individu lien, sole proprietor, c it is your employer ider page 3.	uals, this is your s or disregarded en utification number	social security number (SSN), ntity, see the Part I instructio (EIN). If you do not have a nu	mson 1	rity number + + + + + + + + + + + + + + + + + + +			

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

.....

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. Lam not subject to backup withholding because: (a) Lam exempt from backup withholding, or (b) Lhave not been notified by the Internal Revenue Service (IRS) that Lam subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that Lam no longer subject to backup withholding, and

3. Lam a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Signature of U.S. person ►	Dato > October 1st, 202+
---------------------------------	--------------------------

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

 Certify that the TIN you are giving is correct for you are waiting for a number to be issued;

2. Certify that you are not subject to backup withholding, or

 Claim exemption from backup withholding if you are a U.S. exempt payee. Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

4 15 11

15 13 16 15 1

6

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

 The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

The treaty article addressing the income.

### AGREEMENT CERTIFICATE (If Partnership)

STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )

I HEREBY CERTIFY THAT a meeting of the Partners of the \_\_\_\_\_\_, hereinafter "the Partnership", a partnership existing under the laws of the State of \_\_\_\_\_\_,held on \_\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"BE IT RESOLVED THAT \_\_\_\_\_(name), as \_\_\_\_\_\_(title) of the Partnership, be and is hereby authorized to execute an Agreement by and between the Partnership and the City of Miramar, Florida and that his/her execution thereof, attested to by the official act and deed of the Partnership".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_

Partner

(SEAL)

END OF DOCUMENT

1 C

## AGREEMENT CERTIFICATE (If Joint Venture)

STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )

I HEREBY CERTIFY that a meeting of the principals of the \_\_\_\_\_

hereinafter "the Joint Venture", a Joint Venture under the laws of the State of \_\_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"BE IT RESOLVED that \_\_\_\_\_(name), \_\_\_\_\_(title) of the Joint Venture, be and is hereby authorized to execute an Agreement by and between the Joint Venture and the City of Miramar, Florida and that his/her execution thereof, attested to by the Managing Partner of the Joint Venture, shall be the official act and deed of the Joint Venture".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Managing Partner

END OF DOCUMENT

11C

# **REFERENCE QUESTIONNAIRE**

Reference for Contractor: Maverick United Elevator\_\_\_\_\_ Agency Giving Reference: 401 Blu Condo \_\_\_\_\_\_ Person Giving Reference: Galia Fonseca\_\_\_\_\_\_ Telephone: 786-901-2414\_\_\_\_\_

E-Mail: gfonseca@kwpmc.com

Name of Project Completed by Contractor: Elevator Repair due to water damage

What was the Dollar value of the Project: \$150,000.00\_\_\_\_\_\_ What was the Completion Date of the Project:08/2024\_\_\_\_\_\_ Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating									
Question	Excellent	Good	Fair	Poor	Unacceptable					
Did the contractor complete the project on time, in accordance with specifications?	Yes									
Did the contractor submit excessive change orders? If yes, how many?		YES		NO	)					
How would you rate the firm's responsiveness on administrative and service issues?	×									
How would you rate the quality and experience of the firm's project manager and on-site personnel?	×									
Was this awarded under a competitive process?										
How would you rate the contractor's project management, including management of sub-contractors?		X	<u> </u>							
Would you use the contractor again?		YES	)	NO						
Overall, what would you rate their performance?	$\times$									

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: 1alla Print Name:

Fonseca Title: Property Manager Date: 09/25/2024 Date:

. . .

Additional Comments:

FAILURE TO RETURN THREE (3) REFERENCES MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

# **REFERENCE QUESTIONNAIRE**

Reference for Contractor: Maverick United Elevator Agency Giving Reference: Tides Oceanfront Apartments Person Giving Reference: Robert William Telephone: 786-295-9198 F-Mail: romarindustriesinc.com

Name of Project Completed by Contractor: Elevator Modernization

What was the Dollar value of the Project: \$200,000.00\_ What was the Completion Date of the Project:02/2024 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. 

	Rating										
Question	Excellent	Good	Fair	Poor	Unacceptable						
Did the contractor complete the project on time, in accordance with specifications?											
Did the contractor submit excessive change orders? If yes, how many?		YES		NO							
How would you rate the firm's responsiveness on administrative and service issues?											
How would you rate the quality and experience of the firm's project manager and on-site personnel?											
Was this awarded under a competitive process?											
How would you rate the contractor's project management, including management of sub- contractors?											
Would you use the contractor again?		YES		NO							
Overall, what would you rate their performance?											

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: <u>**RoBert**</u> Williams Title: <u>Project Manapr</u> Print Name: <u>Date: <u>og/30/29</u></u>

Additional Comments:

FAILURE TO RETURN THREE (3) REFERENCES MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

# **REFERENCE QUESTIONNAIRE**

Reference for Contractor: Maverick United Elevator Agency Giving Reference: Douglas Center \_\_\_\_\_ Person Giving Reference: Marcos Elguera Telephone: 561-872-1550 E-Mail: marcos@dresi.com

Name of Project Completed by Contractor: Elevator Modernization

What was the Dollar value of the Project: \$1,000,000.00\_\_\_ What was the Completion Date of the Project:05/2018 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	Rating									
Question	Excellent	Good	Fair	Poor	Unacceptable					
Did the contractor complete the project on time, in accordance with specifications?	Yes									
Did the contractor submit excessive change orders? If yes, how many?		YES		NO						
How would you rate the firm's responsiveness on administrative and service issues?		X								
How would you rate the quality and experience of the firm's project manager and on-site personnel?	×									
Was this awarded under a competitive process?										
How would you rate the contractor's project management, including management of sub-contractors?	×									
Would you use the contractor again?		YES		NO						
Overall, what would you rate their performance?	X									

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: \_\_\_\_\_ Title: Buildwy lugimer Print Name: \_\_\_\_\_ Date: <u>Build 30</u>, 2024

Additional Comments:

FAILURE TO RETURN THREE (3) REFERENCES MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"



Subject: Proposal for Elevator

Services Dear City of Miramar

Maverick United Elevator has made significant investments over the years in advanced tools and technologies designed to enhance operational efficiency, reduce troubleshooting time, and minimize service visits. We are pleased to offer the City of Pembroke Pines access to the following specialized tools, should you choose to partner with us:

- IMS Software for Thyssen Krupp
- Dover DMC and Fast Two
- CADI GC for Schindler
- EMAC
- Mowrey Elevator Tools
- EMAC 2000 and 2005

Our company uniquely possesses both the tools and expertise necessary to service a wide range of proprietary equipment, a capability that many other service providers may lack.

Additionally, we maintain an inventory of essential equipment readily available.

- MOVFR Door Operators
- GAL Hanger Rollers
- GAL Pick-Up Assemblies
- GAL Interlocks
- GAL Door Tracks
- Innovation Buttons
- Innovation Position Indicators
- Across the Line Starters

We are committed to providing exceptional service and support to the City of Pembroke Pines. Please feel free to reach out if you have any questions or require further information.

Sincerely,

Rocio Ybargollin

General Manager

Maverick United Elevator



Addendum For City of Miramar 2300 Civic Center Place Miramar, FL 33025 Submittal date: October 1st of 2024

This addendum shall be made part of the existing Elevator Modernization bid as well as part of the agreement between Maverick United Elevator and City of Miramar.

Under Completion Time- Maverick United Elevator agrees to complete the work within 24 weeks. Allowing 12 weeks for materials arrival and 12 weeks for installation after the notice to proceed is given.

Under Contact Clause- We do not agree to replace rails of the elevator. Maverick will maintain the rails as needed and perform necessary repairs to restore functionality and safety to ensure compliance with local codes and regulations.

Under Liquidated Damages- Maverick United Elevator agrees to pay \$150.00 for each day that expires after the time specified for submittal completion and until substantial completion and \$100.00 for each day that expires after the time for final completion and full acceptance is provided.

This addendum, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the contract. All other terms, conditions, and obligations in the contract referred to are to remain in full force and effect.

Submitted by Maverick United Elevator:

City of Miramar:

Rocio Ybargolli

Accounts Manager Title

09/25/2024

Name:

Address:

Date:



### Value Engineering

As part of our scope of work we have decided that in order to provide you a fully operational elevator it will be imperative to expand and provide additional items that we did not see listed in the invitation for IFB 24-035.

Furnish and install one new controller Furnish and install new selector system Furnish and install new hoistway traveling cable Furnish an install hoistway cable Furnish and install new fixtures on each landing Furnish and install new pump unit that consists of new pump, new valve, new motor, new oil Furnish and install new door operator Furnish and install new GAL door tracks Furnish and install new hanger rollers on each landing Furnish and install new hanger rollers on each landing Furnish and install new pick-up assemblies, new interlocks Furnish and install new elevator communication device Provide the necessary electrical upgrades in the machine room

Miguel Garcia Managing Member



### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-1013 850-487-1395

MAVERICK UNITED ELEVATOR LLC 4200 SW 54TH AVE DAVIE FL 33314

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



### DETACH HERE

#### RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY

### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUREAU OF ELEVATOR SAFETY

#### LICENSE NUMBER

ELC614

The ELEVATOR COMPANY Named below IS REGISTERED Under the provisions of Chapter 399 FS. Expiration date: DEC 31, 2024 REQUIRED TO CARRY OR BE COVERED BY GENERAL LIABILITY INSURANCE

> MAVERICK UNITED ELEVATOR LLC 10639 NW 122 ST MEDLEY FL 33178



NON-TRANSFERABLE





### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-1013 850-487-1395

ALVAREZ, DAVID 4200 SW 54TH AVE DAVIE FL 33314

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CC2412

ISSUED: 09/19/2024

CERTIFICATE OF COMPETENCY ALVAREZ, DAVID CERTIFIED ELEVATOR TECHNICIAN REQUIRED TO CARRY OR BE COVERED BY GENERAL LIABILITY INSURANCE

IS CERTIFIED under the provisions of Ch.399 FS. Expiration date : DEC 31, 2025 L2409190000006

RON DESANTIS, GOVERNOR

DETACH HERE

MELANIE S. GRIFFIN, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUREAU OF ELEVATOR SAFETY

### LICENSE NUMBER

CC2412

The CERTIFIED ELEVATOR TECHNICIAN Named below IS CERTIFIED Under the provisions of Chapter 399 FS. Expiration date: DEC 31, 2025 REQUIRED TO CARRY OR BE COVERED BY GENERAL LIABILITY INSURANCE

> ALVAREZ, DAVID 4200 SW 54TH AVE DAVIE FL 33314

. NON- . TRANSFERABLE





TOWN OF DAVIE Business Tax Receipts Division 8800 SW 36<sup>th</sup> Street, Davie, FL 33328 Telephone: 954-797-1212 Email: btr@davie-fl.gov Website: www.davie-fl.gov

### Business Name: MAVERICK UNITED ELEVATOR LLC Address: 4200 SW 54 AVE

City, ST, Zip: DAVIE, FL, 33314

AND THE REAL		TOWN OF Business Tax Effective Date: Expiration Date:	Receipt 10/1/2024	License Number 859			
DBA Name: Business Name: Address: City, ST, Zip:	MAVERICK UNITED 4200 SW 54 AVE DAVIE, FL. 33314	ELEVATOR LLC	Business Phone: (888) 400-7352 Square Footage:	2			
	Licen	se Type: Office	s Desk Space No Stock				
	P&Z:Ap		ATE OF USE 2-34(N)/Comply with 12-33(G)				
*The Business Ta Please contact th	x Receipt is an acknowl le Towns Business Tax F	edgment that a Busir leceipt Division if the	ness Tax has been paid pursuant to s business has ceased, moved or cha	Sec. 13-17 of the Town Cod nged ownership.			
**The Certificate	of Use is an acknowled	Igment that the busir te of Use details are o	ness was determined to have met th on file with Business Tax Receipts Di	e requirements of Sec. 12- vision.			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2024

THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY OR ANCE D THE	DOE	BATIVELY AMEND, EXTE S NOT CONSTITUTE A C TIFICATE HOLDER.	ND OR A	LTER THE C CT BETWEE	OVERAGE A	FFORDED BY THE POLICIES IG INSURER(S), AUTHORIZEI	D
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	an ADI the te	DITIC	NAL INSURED, the polic and conditions of the po	olicy, cer	tain policies	DITIONAL IN may require	SURED provisions or be end an endorsement. A statemer	orsed. It on
PRODUCER	the ce		ate nonder in ned of such	CONTAC NAME:	T Arlene Alc	nso		
NSI Insurance Group LLC				PHONE	(205) 54	56-1488	FAX (A/C, No): (305	5) 556-3680
5875 NW 163 Street				(A/C, No E-MAIL ADDRES	EXU:	nsigroup.org	[[[120],110]]	
Suite 207				ADDRES		SURER(S) AFFOR	DING COVERAGE	NAIC #
Miami Lakes			FL 33014	INSURE	Infinity A	ssurance Insur	ance Company	
INSURED		-		INSURE	NA			
MAVERICK UNITED ELEVATOR	RUC			INSURE				
4200 SW 54TH AVENUE				INSURE				
4200 011 0411111 21102				INSURE				
FORT LAUDERDALE			FL 33314	INSURE				
	TIEIC	ATE	NUMBER: 24/25 BA	INSURE	КГ.		REVISION NUMBER:	
THIS IS TO CEPTIEV THAT THE POLICIES OF	INSUR	ANCE	LISTED BELOW HAVE BEEN	N ISSUED	TO THE INSU	RED NAMED A	BOVE FOR THE POLICY PERIOD	
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTI EXCLUSIONS AND CONDITIONS OF SUCH PC	REMEN	NT, TE	ERM OR CONDITION OF ANY SURANCE AFFORDED BY TH	CONTRA	ES DESCRIBE	DOCUMENT V D HEREIN IS S AIMS.	VITH RESPECT TO WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
OTHER:							S	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$ 1 (Ea accident)	,000,000
ANY AUTO							BODILY INJURY (Per person) \$	
A OWNED AUTOS ONLY SCHEDULED	Y	Y	50010485201		07/02/2024	07/02/2025	BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE \$ (Per accident)	
AUTOS UNLY AUTOS UNLY							HABI \$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
DED RETENTION \$	1						\$	
WORKERS COMPENSATION			······································				PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule	e, may be a	ttached if more s	pace is required)		
The City of Miami is additional insured with resp	pect to	Auto	Liability. Primary and non-co	ontributor	y language inc	luded.		
Vehicle: 2014 TOYO JTDKN3DUXE0361736								
CERTIFICATE HOLDER				CANC	ELLATION			
e.				THE	EXPIRATION I	DATE THEREO	SCRIBED POLICIES BE CANCEL F, NOTICE WILL BE DELIVERED I Y PROVISIONS.	
				AUTHO	RIZED REPRESE	NTATIVE		
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ACORD <sup>®</sup> C	ERTIF	ICATE OF LIA	BILI		JRANC	E	date 05/16/	(mm/dd/yyyy) /2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to the te	rms and conditions of t	he polic	y, certain po	olicies may	IAL INSURED provision require an endorseme	ons or bont. A st	e endorsed. tatement on		
PRODUCER	to the och		CONTA NAME:	OT	x Insurance Agen	cy Inc				
PAYCHEX INSURANCE AGENCY, INC	).		PHONE	977.266		FAX (A/C, No	. 585-38	39-7426		
225 KENNETH DRIVE			(A/C, No E-MAIL	, EXI):	paychex.com	(A/C, NC	ŋ			
ROCHESTER, NY 14623			ADDRE	55:				NAIC #		
				RA: Insurance		DING COVERAGE		NAIC #		
			INSURE	RA: Insuranc	e company	of the west				
INSURED	~		INSURE	RB:						
Maverick United Elevator LL	5		INSURE	RC:						
10639 NW 122nd St			INSURE	RD:		· · · · · · · · · · · · · · · · · · ·				
Medley, FL 33178			INSURE	RE:						
			INSURE	RF:						
COVERAGES CEI	RTIFICATI	E NUMBER:				<b>REVISION NUMBER:</b>				
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	THE INSURANCE AFFOR	I OF AN' DED BY	Y CONTRACT	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESP	ECT TO	WHICH THIS		
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						PERSONAL & ADV INJURY	\$			
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OTHER:						COMBINED SINGLE LIMIT	\$			
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ANY AUTO						BODILY INJURY (Per person	) \$			
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			AUTHO	RIZED REPRESE		Janpa	St	nle		
	-		1	© 19	88-2016 AC	ORD CORPORATION	. All rig	hts reserved.		

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DATE	(MM/DD/YYYY)

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PRO	-						CONTAC	т				
001	1 P	nsurance Services, Inc. Pines Boulevard, Suite 201 oke Pines, FL 33024					PHONE (A/C, No E-MAIL	Ext): (954) 2	251-3312 Ifsinsuranc		(954)	241-6772
		, , , , , , , , , , , , , , , , , , , ,							and the second second second	RDING COVERAGE		NAIC #
							INSURE	RA: Kinsale	Insurance	Company		38920
NSU	RED		Carlot La Carlo							an insurance Co	_	33138
		Maverick United Elevat	tor LL	C			INSURE	R C : Americ	an Zurich I	nsurance Co.		40142
		4200 SW 54th Ave Davie, FL 33314					INSURE	RD;				
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	DES	CRIPTION OF OPERATIONS below				FR74030248		7/6/2023	7/6/2024	E.L. DISEASE - POLICY LIMIT	\$	200,000
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			1				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
							AUTHOR		ITATIVE			

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Limited Liability Company MAVERICK UNITED ELEVATOR LLC

Filing Information

Document Number	L11000035743	
FEI/EIN Number	45-1536546	
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Event Effective Date	NONE	
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4200 SW 54 Ave. Davie, FL 33314		
Changed: 02/15/2024		
Mailing Address		
4200 SW 54 Ave.		
Davie, FL 33314		
Changed: 02/15/2024		
Registered Agent Name & A	ddress	
ALVAREZ, DAVID		
4200 SW 54 Ave.		
Davie, FL 33314		
Name Changed: 07/31/2017		
Address Changed: 02/15/2	024	
Authorized Person(s) Detail		
Name & Address		
Title MGRM		

4200 SW 54 Ave. Davie, FL 33314

# Title MGRM

GARCIA, MIGUELA 4200 SW 54 Ave. Davie, FL 33314

# Title MGRM

TINOCO, OMAR 4200 SW 54 Ave. Davie, FL 33314

## Annual Reports

Filed Date	
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02/28/2023	
02/15/2024	
	01/21/2022 02/28/2023

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03/24/2011 Florida Limited Liability	View image in PDF format

**ATTACHMENT 1** 



# REPLACEMENT OF DIGESTER BUILDING ELEVATOR AT THE WASTEWATER RECLAMATION FACILITY

# IFB No. 24-035 BID OPENING – OCTOBER 17<sup>TH</sup>, 2024 @ 2:00 P.M.

# FINAL BID TAB

	COMPANY NAME	BASE BID AMOUNT
1	MAVERICK UNITED ELEVATOR LLC	\$128,000.00
2	PRO ELEVATOR INC	\$148,000.00
3	ORACLE ELEVATOR	\$439,333.00

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

JASON CHONG

Opened by: