



Comprehensive Maintenance Program

Purchaser:

City of Pembroke Pines
8300 S. Palm Drive
Pembroke Pines, FL 33025

Contact Information:

Name: Giraldo Hernandez
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Email: ghernandez@ppines.com

Location:

City of Pembroke Pines
8300 S. Palm Drive
Pembroke Pines, FL 33025

By: Maverick United Elevator LLC
10639 NW 122nd Street
Medley, FL 33178
Mobile: 954-850-9139
Office: 305-888-7599

Email: kevin.reardon@mavelevator.com
Internet: www.mavelevator.com

Standard Maintenance Agreement

Pursuant to Section 35.18(c) of the City of Pembroke Pines Code of Ordinances, the City of Pembroke Pines ("Purchaser") desires to "piggyback" the contract authorized pursuant to the City of Fort Lauderdale, Florida agreement with Maverick United Elevator, LLC ("Maverick") which is attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as the "FORT LAUDERDALE CONTRACT," which was competitively solicited and negotiated by the City of Fort Lauderdale, Florida ("Fort Lauderdale"). Hereinafter, Purchaser and Maverick may be collectively referred to as the "Parties". The Purchaser has evaluated the procurement process implemented by Fort Lauderdale and Maverick has agreed to allow the Purchaser to purchase therefrom and prices offered for the services are equal to those of the governmental contract entered into by Fort Lauderdale with Maverick.

Any and all references to Fort Lauderdale in the FORT LAUDERDALE CONTRACT and the Request for Production - Bid No. 373-11883 advertised by Fort Lauderdale, shall be interpreted as pertaining to the Purchaser, and all terms and conditions of the exhibits attached hereto, and by this reference, made a part hereof shall be deemed as having been implemented for use by the Purchaser. It is understood that any reference to Fort Lauderdale or Fort Lauderdale's designated representative(s) shall be read as referring to the Purchaser and the Purchaser's designated representative(s).

Maverick agrees to maintain the Purchaser's elevator equipment ("Equipment") as outlined in this agreement. Maverick will strive to provide a comprehensive maintenance program to maximize the performance, safety, and life span of the Purchaser's Equipment.

Equipment Description

Building Name	Unit Quantity	Manufacturer	Type of Unit	State Serial No.	Landings
City of Pembroke Pines	24	Various	Hydraulic Passenger Elevator	On file	Various

Preventative Maintenance Program

Examine your elevator equipment for optimum operation

- ☐ Control and landing position systems
- ☐ Signal Fixtures
- ☐ Machines, drives, motors, governors, sheaves, and ropes
- ☐ Power units, pumps, valves, and mufflers
- ☐ Car and hoistway door operating devices and door protection equipment
- ☐ Loadweighers, car frames, and counterweights
- ☐ Safety Mechanisms
- ☐ Lubricate equipment for smooth and efficient performance.
- ☐ Adjust elevator parts and components to maximize performance and safe operation.
- ☐ Document all work performed on Maintenance Tasks & Records logs provided with each elevator.
- ☐ Guide shoes, interlocks and door closers.
- ☐ Clean elevator pits of debris and clean machine rooms.

Limited Coverage Parts Replacement

Repair or replace components worn due to normal wear, including any plug-in relays, resistors, rectifiers, glass or mini fuses, door gibs, release roller only, door contacts (both moveable and stationary) selector guides, call button lights, packings.

Annual Safety Testing

Test Equipment as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this Agreement begins. Maverick will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. Purchaser agrees to pay for any costs associated with these tests and for the associated inspector or inspection fees. Maverick will correct any annual inspection violations for maintenance-related issues under this agreement, within the 90-day period allowed by Broward County, and will be responsible for any associated late fines thereof.

Quality Assurance

To help increase Purchaser's elevator performance and decrease downtime, Maverick's technicians utilize the latest industry methods and technology available for Purchaser's specific brand of elevator. Maverick's technicians will be equipped with the tools and documentation and knowledge to troubleshoot Purchaser's unique system, as well as access to a comprehensive parts replacement system.

Maverick maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored in convenient regional locations and are normally available as necessary. Most specialized parts are also available as necessary. Most specialized parts are available within twenty-four (24) hours, seven days a week. All replacement parts used in Purchaser's elevators will be new or refurbished to meet the quality standards of Maverick.

In a Timely and Responsive Manner

Maverick will perform twelve (12) preventative maintenance visits on your elevators per year. These visits will be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm (except for scheduled holidays). One service technician will respond to service requests during these hours at no charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two (2) hours or less by one (1) service technician. For all call backs, please call Maverick's dispatch location at (888) 400-7352 and one of Maverick's trained representative's will handle Purchaser's call quickly and professionally.

After Hours Service Requests

For all service requests made outside of normal business hours for services covered under this Agreement, Maverick will absorb the straight time costs of labor, and Purchaser will be responsible for the difference between the straight time costs and overtime costs of labor. Labor costs include travel time, travel expenses, and time spent on the job.

Product Information

Purchaser agrees to provide Maverick with the current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the Equipment covered by this agreement. Purchaser agrees to authorize Maverick to produce single copies of any programmable device(s) used in the Equipment for the purpose of archival back-up of the software embodied therein. These items will remain Purchaser's property.

Safety

Purchaser agrees to instruct or warn passengers in the proper use of the Equipment and to keep the equipment under continued surveillance by competent personnel in order to detect irregularities between elevator examinations. Purchaser agrees to immediately report any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the Equipment immediately upon manifestation on any irregularities in operation or appearance of Equipment, notify Maverick at once, and keep the Equipment shutdown until the completion of any repairs. Purchaser agrees to provide Maverick's personnel a safe place in which to work. Maverick reserves the right to discontinue work on the Purchaser's property whenever, in its sole discretion, its personnel does not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lightning, ventilation and heat to maintain the room temperature to 50 degrees F minimum to 90 degrees F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will remove and dispose of all such liquids.

Damages. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Maverick to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from Maverick's failure to perform in accordance with the requirements of this Agreement.

Correction of Work. If, in the judgment of CITY, work provided by Maverick does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that Maverick correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Maverick:

1. Reserved.
2. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.
3. The failure by Maverick to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Maverick, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to Maverick; provided, however, that if the nature of Maverick's default is such that more than seven (7) days are reasonably required for its cure, then Maverick shall not be deemed to be in default if Maverick commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.
4. The assignment and/or transfer of this Agreement or execution or attachment thereon by Maverick or any other party in a manner not expressly permitted hereunder.
5. The making by Maverick of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Maverick of a petition to have Maverick adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Maverick, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Maverick's assets, or for Maverick's interest in this Agreement, where possession is not restored to Maverick within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Maverick's assets, or for Maverick's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

Remedies in Default. In case of default by Maverick, CITY shall notify Maverick, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct Maverick to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify Maverick of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of Maverick and proceed to perform services under the Agreement, at its own cost and expense.

1. Upon such declaration of default, all payments remaining due Maverick at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the Maverick had the Maverick continued to perform the services under the Agreement.
2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to Maverick and/or the Surety together with the costs incident thereto to such default.
3. In the event CITY completes the Agreement at a lesser cost than would have been payable to Maverick under this Agreement, if the same had been fulfilled by Maverick, CITY shall retain such differences. Should such cost to CITY be greater, Maverick shall pay the amount of such excess to the CITY.
4. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by Maverick fails to meet reasonable standards of the trade after CITY gives written notice to the Maverick of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by Maverick of such notice from CITY.

Other

Purchaser agrees to not permit any third party to make alterations, adjustments, or repairs or replace any component or part of the Equipment during the term of this Agreement. Purchaser agrees to accept Maverick's judgment as to the means and methods to be employed for any corrective work under this Agreement, including that where a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, Maverick may shutdown the Equipment until such time as the operational problem is resolved. Maverick will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement. Maverick shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. Maverick shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Maverick shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Maverick shall at all times have a competent field supervisor available to

enforce these policies and procedures at Maverick's expense. Maverick hereby represents to Purchaser, with full knowledge that the Purchaser is relying upon these representations when entering into this Agreement with Maverick, that Maverick has the professional expertise, experience and manpower to perform the services to be provided by Maverick pursuant to the terms of this Agreement. Maverick hereby represents to Purchaser that Maverick is properly licensed by the applicable federal, state and local agencies to provide the services under this Agreement. Furthermore, Maverick agrees to maintain such licenses during the term of this Agreement. If Maverick's license is revoked, suspended or terminated for any reason by any governmental agency, Maverick shall notify the Purchaser immediately. Further, Maverick shall comply with any and all federal, state, Purchaser, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to Maverick, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any Federal, State, Purchaser, or local law or regulation may be cause for breach, allowing the Purchaser to terminate this Agreement.

Items not covered

Maverick does not cover cosmetic, construction, or ancillary components of the elevator system, including major controller repairs, starter contacts, starters, valve coils, valve repair kits, release roller assembly, interlock assembly, hangar rollers, interlock assemblies, any clutch parts, door bells, electric eyes, electric eye cables, the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels and or other fixtures, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by us, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans, obsolete items, (defined as parts, components or equipment no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabricating) and all other items as set forth and excluded in this Agreement. Maverick agrees to cover the following provided that they are not obsolete, damaged from misuse, building power strike, water damage, or other cause beyond Maverick's control: starter contacts, rollers, interlock assemblies, clutch parts, and door bells.

Other Conditions

With the passage of time, equipment technology and designs will change. Maverick will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the Equipment by reason of obsolescence, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at Purchaser's expense. Maverick will not be obligated to install new attachments or parts upon the Equipment as recommended or directed by insurance companies, any governmental agency (except for the Purchaser or Purchaser's agents/designees) or authority, or any third party.

Should Purchaser's system require any of the safety tests on the commencement date of this Agreement, Maverick assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this Agreement until the test has been completed. Maverick shall not be liable for damage to any building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be Purchaser's sole responsibility to make necessary repairs and to place the Equipment in a condition that will be acceptable for coverage under the terms of this Agreement.

Maverick shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control.

During those times that Maverick is performing services under this Agreement, a representative from the Purchaser shall accompany Maverick to the specific site location(s) being serviced by Maverick hereunder.

Maverick shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

In the event any portion of this agreement is deemed valid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

The Parties' rights under this agreement shall be cumulative and any failure to exercise any rights given hereunder shall not operate to forfeit or waive any said rights and any extension, indulgence or change by either party in the method, mode or manner of payment for any of its other rights shall not be construed as waiver of any of its rights under this Agreement.

Compensation and Method of Payment.

Compensation under this agreement will be based on the monthly fees per elevator, as listed in **Exhibit "B"**, attached hereto and

by this reference made a part hereof. The total compensation for the services as stated in this agreement shall not exceed TWO THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$2,400.00) per month, payable in monthly payments for actual services performed and invoiced under this agreement.

If Purchaser pays in advance for twelve (12) months of service on the Equipment covered in this Agreement, Purchaser may take a three percent 3% discount from the annual price.

All payments are subject to the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes. Payment shall be made to:

Maverick United Elevator LLC
10639 NW 122nd Street
Medley, FL 33178

Term.

This Agreement is effective as of May 20, 2020 for the maintenance period commencing on June 6, 2020 and expiring on June 5, 2021.

Termination for Convenience: Purchaser may terminate this Agreement for convenience upon thirty (30) business days of written notice by the Purchaser to Maverick for such termination in which event Maverick shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

In the event Maverick abandons or terminates this Agreement or causes it to be terminated by Purchaser for any reason, Maverick shall indemnify Purchaser against any loss pertaining to this termination. For purposes of this Agreement, termination by Purchaser for cause, includes, but is not limited to, any of the following circumstances:

- a. Maverick's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after Purchaser's delivery of a written notice to Maverick of such breach or default;
- b. Maverick becomes insolvent;
- c. Maverick takes the benefit of any present or future insolvency statute;
- d. Maverick makes a general assignment for the benefit of creditors;
- e. Maverick files a voluntary petition in bankruptcy or a petition to answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- f. Maverick consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- g. A petition under any present or future insolvency laws or statute is filed against Maverick and such petition is not dismissed within seven (7) days after its filing; or
- h. Any assignment of this Agreement in whole or in part, or any of Maverick's rights and obligations hereunder.

Annual Price Adjustment.

As the cost Maverick incurs for providing the services hereunder may increase, Maverick will adjust the price of Purchaser's service accordingly, annually effective January 1st of every year during the term of this Agreement. Maverick will adjust Purchaser's monthly price based on the percentage change of operational costs such as increases to average labor wage rate of examiners, fuel costs, insurance costs (liability and group health) and U.S. metals index for material, but in no event will any increase exceed three percent (3%) per annum.

Overdue Invoices.

A service charge of one and one-half percent (1 ½ %) per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If Purchaser does not pay any sum within sixty (60) days from the billing date, Maverick may choose to do any of the following: 1.) suspend all service until all amounts due have been paid in full, or 2.) declare all sums for the unexpired term of this Agreement due immediately and terminate this Agreement. If Maverick elects to suspend service, it shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, Purchaser will be responsible for payment to Maverick for any costs Maverick incurs as a result of the suspension of service. Time is of the essence.

Acceptance.

Purchaser's acceptance of this Agreement and its approval by an authorized manager of Maverick will constitute the entire Agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be

deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should Purchaser's acceptance be in the form of a purchase order or similar document, the provisions of this Agreement will govern in the event of a conflict. The proposal is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by both Parties.

No agent or employee shall have the authority to waive or modify any terms of this Agreement without the written approval of an authorized Maverick manager.

Changes in the Scope of Work.

Purchaser or Maverick may request changes that would increase, decrease, or otherwise modify the Scope of Services provided for in the FORT LAUDERDALE CONTRACT. Such changes or additional services must be in accordance with the provisions of the Purchaser's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra or additional work.

In no event will Maverick be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

Indemnification.

Maverick shall indemnify and hold harmless the Purchaser, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees sustained by the Purchaser or any third party arising out of, by reason of, or resulting from Maverick's acts, errors or omissions or consequence of the services furnished pursuant to this Agreement or those of any subcontractor, agents, officers employees, or independent contractor retained by Maverick.

Maverick shall indemnify and hold harmless the Purchaser, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Purchaser or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of this Agreement.

Purchaser reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Maverick. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this section shall survive indefinitely. Nothing contained herein is intended nor shall be construed to waive Purchaser's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

Insurance.

Maverick shall indemnify and hold harmless the Purchaser and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Purchaser or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Maverick or its employees, agents, servants, partners, principals or subcontractors. Maverick shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Purchaser, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Maverick expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Maverick shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Purchaser or its officers, employees, agents and instrumentalities as herein provided.

Maverick shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Purchaser nor shall Maverick allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Purchaser's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Certificates of Insurance shall provide for thirty (30) days' prior written notice to the Purchaser in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either Maverick or its Insurance Broker must agree to provide notice.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as

evidenced by the formal acceptance by the Purchaser. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, Maverick shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Maverick shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Maverick shall be liable to the Purchaser for any lapses in service resulting from a gap in insurance coverage.

REQUIRED INSURANCE

Maverick shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☒ ☐

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☒ ☐

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- | | | |
|---------------------------|--------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A - | Statutory |
| 2. Employers Liability: | Coverage B | \$500,000 Each Accident |
| | | \$500,000 Disease - Policy Limit |
| | | \$500,000 Disease - Each Employee |

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

☒ ☐

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☒

If Maverick requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the Purchaser, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☒ ☐

Umbrella/Excess Liability Insurance in the amount of \$4,000,000.00 as determined appropriate by the Purchaser depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability,

Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the Purchaser.

Yes No
☐ ☒

Environmental/Pollution Liability Insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: Maverick's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the Purchaser.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the Purchaser.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Maverick is physically located on Purchaser's premises, a third-party fidelity coverage extension shall apply.

Yes No
☐ ☒

Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the Purchaser or service Purchaser vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$1,000,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Purchaser's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No
☐ ☒

Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the Purchaser, Maverick and subcontractors of the project. Maverick shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The Purchaser reserves the right at its sole discretion to utilize Maverick's Builder's Risk Insurance or for the Purchaser to purchase its own Builder's Risk Insurance for the Project. Prior to Maverick purchasing the Builder's Risk Insurance for the project, Maverick shall allow the Purchaser the opportunity to analyze Maverick's coverage and determine who shall purchase the coverage. Should the Purchaser utilize Maverick's Builder's Risk Insurance, Maverick shall be responsible for all deductibles. If the Purchaser chooses to purchase the Builder's Risk Coverage on the project, Maverick shall provide the Purchaser with a change order deduct for all premiums and costs associated with the Builder's Risk Insurance in their schedule. Should the Purchaser choose to utilize the Purchaser's Builder's Risk Program, the Purchaser shall be responsible for the Named Windstorm Deductible and Maverick shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the Purchaser's Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No
☐ ☒

Other Insurance

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
2. Waiver of all Rights of Subrogation against the Purchaser.
3. Thirty (30) Day Notice of Cancellation or Non-Renewal to the Purchaser.
4. Maverick's policies shall be Primary & Non-Contributory.
5. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Purchaser.
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Any and all insurance required of Maverick pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Purchaser as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by Maverick and provided proof of such coverage is provided to the Purchaser. Maverick and any subcontractors shall maintain such policies during the term of this Agreement. The Purchaser reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability Maverick has assumed in the indemnification/hold harmless section(s) of this Agreement.

Non Discrimination and Equal Opportunity Employment.

During the performance of the Agreement, neither Maverick nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Maverick will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Maverick shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions

of this nondiscrimination clause. Maverick further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Independent Contractor.

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

Agreement Subject to Funding.

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

Signatory Authority.

Maverick shall provide Purchaser with copies of requisite documentation evidencing that the signator for Maverick has the authority to enter into this Agreement.

Bankruptcy.

It is agreed that if Maverick is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

Public Records.

The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Maverick shall comply with Florida's Public Records Law. Specifically, Maverick shall:

1. Keep and maintain public records required by the Purchaser to perform the service;
2. Upon request from the Purchaser's custodian of public records, provide the Purchaser with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract, Maverick shall destroy all copies of such confidential and exempt records remaining in its possession after Maverick transfers the records in its possession to the Purchaser; and
4. Upon completion of the contract, Maverick shall transfer to the Purchaser, at no cost to the Purchaser, all public records in Maverick's possession. All records stored electronically by Maverick must be provided to the Purchaser, upon request from the Purchaser's custodian of public records, in a format that is compatible with the information technology systems of the Purchaser.
5. The failure of Maverick to comply with the provisions set forth in this section shall constitute a default and breach of this Agreement and the Purchaser shall enforce the default in accordance with the provisions set forth herein.

**IF MAVERICK HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO MAVERICK'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK

601 CITY CENTER WAY
PEMBROKE PINES, FLORIDA 33025
(954) 450-1050
mgraham@ppines.com

Miscellaneous.

Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of the Purchaser whether or not the project for which they are made is completed. Purchaser hereby agrees to use Maverick's work products for its intended purposes.

Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

Records. Maverick shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Maverick expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the Purchaser and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Purchaser of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

Assignments, Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Maverick without the prior written consent of the Purchaser. For purposes of this Agreement, any change of ownership of Maverick shall constitute an assignment which requires Purchaser approval. However, this Agreement shall run to the benefit of Purchaser and its successors and assigns. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

No Contingent Fee. Maverick warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Maverick to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Maverick any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Purchaser 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.

Notice. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Purchaser and Maverick. All notices required to be given to the Purchaser or Maverick pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Purchaser:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, FL 33025 Telephone No. (954) 431-4884
Copy to:	Samuel S. Goren, Charter School Attorney 3099 E. Commercial Blvd. #200 Fort Lauderdale, FL 33308 Telephone No. (954) 771-4500
Maverick:	Maverick United Elevator, LLC 10639 NW 122 nd Street Medley, FL 33178 Telephone No.: (561) 635-7817 E-Mail Address: sales@mavelevator.com

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.

Headings. Headings herein are for convenience or reference only and shall not be considered in any interpretation of this Agreement.

Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorneys' fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

Protection of Purchaser Property. At all times during the performance of this Agreement, Maverick shall protect Purchaser's property from all damage whatsoever on account of the work being carried under this Agreement.

Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Scrutinized Companies. Maverick, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan list, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

1. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as may be amended, or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
3. Is on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as may be amended; or
4. Is engaged in business operations in Syria.

Compliance with Statutes. It shall be Maverick's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, Purchaser, state and federal agencies, as applicable, including the Jessica Lunsford Act - Chapter 1012, F.S., which provides for the screening of individuals who are vendors or licensees with a Florida public school or district.

Additional Background Screening Requirements. In addition to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, regulations and requirements of all local, Purchaser, state, and federal agencies, Maverick shall ensure that all employees that are providing services to the Purchaser, shall complete and pass a Level II background Check.

Proposed:
Maverick United Elevator Company

By: Kevin Reardon
Kevin Reardon

Date: 9/6/2019

Approved:
Maverick United Elevator Company

By: Miguel Garcia
Miguel Garcia

Date: _____

Accepted:
Purchaser
City of Pembroke Pines

By: _____

Printed Name: _____

Title: _____

Date: _____

Please complete the following information:

Physical Address _____
() _____
City, State, Zip Code _____

Contact Phone Number _____

Please complete the following information:

Contact Name _____

Contact Phone Number _____

Email _____

Contact Phone Number _____

Billing Name _____

Billing Address _____

City, State, Zip Code _____

____ Corporation Non-Profit Corporation LP
____ LLC Partnership Sole Partnership_Other

Return to:

Attn: Contracts Department
Maverick United Elevator Company
10639 NW 122 St
Medley, FL 33178





Exhibit "B"

Pines Point Senior Residence: 4 elevators
Total price: \$400.00

FSU: 2 elevators
Total price: 200.00

West Campus: 2 elevators
Total price: \$200.00

Academic Village: 7 elevators
Total price: \$700.00

Central Campus: 3 elevators
Total price: \$300.00

Water Plant: 1 elevator
Total price: \$100.00

Station 101: 1 elevator
Total price: \$100.00

Fire Department: 1 elevator
Total price: \$100.00

Police Station: 3 elevators
Total price: \$300.00

Total monthly elevator maintenance cost: \$2,400.00

Annual cost: \$28,800.00