

DEMOLITION SERVICES

2025-15



The Town of Miami Lakes Council:

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Councilmember Steven Herzberg

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Edward Pidermann, Town Manager

The Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

Demolition Services
2025-15

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SECTION A. NOTICE TO BIDDERS

ITB Name: Demolition Services
ITB No.: 2025-15
Non-Mandatory Pre-Bid Conference: 11:00 AM EST, May 15, 2025
Bids Due: 11:00 AM EST, June 5, 2025

Solicitation Overview:

The Town of Miami Lakes (Town) is soliciting bids from responsible and experienced contractors to provide all labor, materials, services, skills, supervision, tools, and equipment necessary to provide demolition services as specified herein. Contractors shall have the capability to perform and complete the services in accordance with the terms and provisions of the solicitation documents and the contract.

The selected contractor will be responsible for providing all permitting, labor, materials, services, skills supervision, tools, and equipment necessary to fully demolish and remove subsequent debris of a two-story office/warehouse building containing approximately 15,672 square feet. Information on the existing building's construction can be found in Exhibit B – Appraisal Report page 27.

Bidders are to submit one (1) original and three (3) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive, must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on June 5, 2025**, at which time the Bids will be opened.

A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 AM, May 15, 2025, at Town Hall Community Conference Room. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting. A site visit can be scheduled AFTER the pre-bid conference.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of three (3) years of experience providing demolition services; Bidders are required to submit with their bid a statement of work experience and inventory of existing equipment.
2. Must have completed at least three (3) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor and demolition contractor license from the State of Florida, Certified in Miami- Dade County and qualified to obtain the necessary permits;
4. The contractor must be licensed to perform demolition work in the state of Florida.

5. Must self-perform thirty percent (30%) of multiple trade work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items, and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the term of the Contract. The stated quantities do not reflect the actual quantities to be ordered, and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33016 at 11:00 AM, on May 15, 2025. A site visit can be scheduled AFTER the pre-bid conference.

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes, laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.13 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <https://www.miamilakes-fl.gov/local-preference/>.

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Section B2.20, Performance & Payment Bonds, below.

B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of \$100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Section, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouses, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelopes and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must always have full access to the Project site.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Section to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract

in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern:

1. Revisions and Change Orders to the Contract will govern over the Contract;
2. The Contract Documents will govern over the Contract;
3. The Special Conditions will govern over the General Conditions of the Contract; and
4. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;

5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangements for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.28 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Section. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Leon C. Chin-You
Chin Diesel. Inc.
1820 NE 144 Street,
North Miami, FL 33181
leon@chindiesel.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost, to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance

and will not contribute to the Contractor's insurance. The insurance coverage must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) CGL Required Endorsements:

- a) Employees included as insured
- b) Contingent Liability/Independent Contractors Coverage
- c) Contractual Liability
- d) Waiver of Subrogation
- e) Premises and/or Operations
- f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g) Loading and Unloading

h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Section to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Section.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Section C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Section C4.05.

Failure of Contractor to comply with Section C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Sections C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Section C1.26 within the timeframe established in Section C4.04, effective with the commencement of the event

giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Section.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Section. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Section C4.03, and Section C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Section as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Section C5.03, Termination for Convenience.

If a Stop Work Order issued under this Section is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this

Contract. Contractor understands and agrees that termination of this Contract under this Section will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice (“the Effective Date”);

1. Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that cannot otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be caused to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractors will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days’ notice.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Town of Miami Lakes (Town) is soliciting bids from responsible and experienced contractors to provide all labor, materials, services, skills, supervision, tools, and equipment necessary to provide demolition services as specified herein, Contractors shall have the capability to perform and complete the services in accordance with the terms and provisions of the solicitation documents and the contract.

D2 GENERAL INFORMATION

The selected contractor will be responsible for providing all permitting, labor, materials, services, skills, supervision, tools, and equipment necessary to demolish and subsequent debris removal of a two-story office/warehouse building containing approximately 15,672 square feet. Information on the existing building's construction can be found in Exhibit B – Appraisal Report page 27.

D3 DEMOLITION PROCEDURES

Upon receipt of Notice to Proceed, the awarded vendor (hereinafter referred to as the contractor) shall furnish all labor, supervisors, equipment, machinery, tools, tools, materials, transportation, and other facilities and services necessary to complete all work specified herein inclusive of portable toilet facilities.

Prior to the commencement of work a joint meeting between the contractor and the Town or Town's representative shall be conducted to review the scope of work.

Contractors shall document disconnection of above and underground utilities which include but are not limited to water, sewage, gas, electricity, phone and cable television. Documentation shall accompany the invoice for payment to the Town.

Material (debris) demolished will be transported to a land fill approved by a local, state, or federal Solid Waste Authority and the corresponding Department of Environmental Protection, or to an approved recycler or permitted clean fill site for disposal. COPIES OF ALL WASTE DISPOSAL RECORDS SHALL BE PROVIDED TO THE TOWN AS PROOF OF PROPER DISPOSAL AS AN ATTACHMENT TO THE FINAL INVOICE FOR PAYMENT. PAYMENT WILL NOT BE MADE UNTIL ACCEPTABLE WASTE DISPOSAL RECORDS ARE RECEIVED.

When required, backfill shall be accomplished with clean fill, free of rocks and vegetation. After filling placement and compaction, grade the surface to meet adjacent contours and to provide flow to surface drainage structures if present. After grading, contractor to stabilize site by installing sod, prior to sod installation a minimum 3 inch layer of topsoil is to be installed. Surface depressions occurring within 30 days after completion of project shall be filled and graded by the contractor at no cost to the Town.

Should the contractor encounter material which they identify as having the potential of hazardous or unknown waste (e.g. asbestos, underground storage tanks or other unexpected substances), they shall cease work immediately and notify the Town's representative of said waste and provide a plan to the Town for appropriate disposal.

Demolition shall be total removal of underground footings and pilings. Depression caused by the contractor's activity shall be backfilled and compacted with clean backfill material provided by contractor, when required.

Underground sanitation lines shall be removed to the Town's easement line, and capped with a permanent cap. As-built site plans are not available for all locations including all utilities (e.g. Irrigation). The Town may provide an aerial view depicting the structures to be demolished. The contractor shall mark the location of all Town/County/private utility lines they can identify.

Free standing walls shall be leveled by the end of the workday.

Temporary fencing, 6 foot tall chain link fence, with a privacy windscreen shall be erected around the demolition site. The Town's representative shall approval the fencing plan and identify the sites and conditions requiring temporary fencing.

Equipment, materials and machinery left on site by the contractor at the conclusion of each workday shall be secured. The Town assumes no responsibility directly or implied for the vandalizing or theft of equipment on site or operated on site during the course of the demolition.

All equipment, supplies and other items owned by the contractor shall be removed immediately upon completion of the project.

Damage to Town, County, private sidewalks, underground and above ground utilities, structures not part of the demolition project and personal property of any nature caused as a result of the contractor's activity shall be repaired or replaced by the contractor at no cost to the owner. A written notice of satisfactory replacement or repair shall be provided to the Town representative by the contractor and signed by the governmental representative or private individual. This notice shall become a part of the project file to resolve future claims for damage.

Demolition shall be accomplished in a systematic professional manner, with care and safeguards taken to protect adjacent property, contractor's employees, welfare and safety of the general public.

Occupational Safety and Health Administration rules and regulations shall be observed at all times.

Water and electrical power required for completion of the project shall be supplied by contractors.

D4 DEMOLITION REQUIREMENTS:

A. Conduct demolitions to minimize interference with adjacent structures and occupancies.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify owner. Do not resume operations until directed.

C. Conduct operations with minimum interference to public or private access. Maintain protected egress and access at all times.

D. Pre-wet material before demolition, while also keeping material wet during demolition and material loading with water so as not to allow visible emissions. Provide hoses and water connections for this purpose (minimum 1½" diameter hoses). Garden hoses shall not be allowed.

E. Disconnect, remove and cap and identify designated utilities within demolition areas.

F. Remove foundation walls and footings to a minimum of two feet below finished grade.

G. Remove concrete slabs-on-grade.

H. Backfill open pits and holes caused as a result of demolition.

I. Rough grade and compact areas affected by demolition to maintain site grades and contours. Final site grading shall keep rain runoff on site.

J. Remove demolished materials from site.

K. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

L. Do not burn or bury materials on site. Leave site in clean condition.

M. Remove temporary work.

N. Fill materials shall have a minimum Lime rock Bearing Ratio (LBR) of 100 unless approved by the Town.

D5 CONTRACTORS REQUIREMENTS

The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein inclusive of portable toilet facilities.

Work shall be accomplished in accordance with all applicable federal, state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the Town. Contractor shall secure and pay applicable fees, licenses necessary for the proper execution and completion of required work.

The contractor shall be responsible for ALL underground utility locates, inclusive of irrigation, and shall provide two (2) copies of underground utilities locate report/plan to appropriate Town official for project, prior to demolition commencement.

Contractor shall correct all damage caused by their operations to the Town's satisfaction at no additional cost to the Town inclusive of, but not limited to, any water lines, sanitary lines, irrigation lines, electrical lines, curbs, sidewalks, fences, gates, streets, parking lots, grass areas, broken or damaged. This shall include the correcting and reworking all sodded or grass areas damaged due to their operations.

The contractor shall provide protection to buildings, structures and utilities that are under or above the ground, or on the surface, from contractor's operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of personnel against hazards or injuries due to the demolition operation at the work site. The public shall be protected at all times from danger areas where injury may occur, and all danger areas must be clearly marked.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

D6 LICENSING REQUIREMENTS

The Contractor shall possess and maintain a valid General Contractor license and a valid Demolition Contractor license issued by the State of Florida, certified and qualified to operate in Miami-Dade County, and must be fully qualified to obtain all necessary permits required for the project.

All required licenses, certifications, and qualifications must be valid, current, and in good standing at the time of contract execution and must remain so for the entire duration of the project. It is the Contractor's responsibility to ensure that all such credentials are properly maintained and renewed as necessary. Failure to maintain the required licenses shall constitute a material breach of contract.

D7 REGULATORY REQUIREMENTS

- A. Conform to applicable code (NESHAPs) for demolition of structure, safety of adjacent structure, dust control.
- B. Obtain required permits from all applicable authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
- E. Conform to procedures applicable when discovering hazardous or contaminated materials.

D8 SITE PREPARATION

- A. Provide, erect and maintain temporary barriers and security devices, when required.
- B. Protect existing landscaping materials, appurtenances, structures, which are not to be demolished.

C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

D. Mark locations of utilities.

D9 MOBILIZATION FEE

Each bidder may submit a mobilization fee that shall not exceed 5% of total project cost.

D10 WATER USAGE

The Contractor is responsible for making all necessary arrangements to provide water to the site during demolition work.

D11 INSPECTION

Contractor shall not conceal or render inaccessible work of any nature until it has been examined and approved by the Town inspector. All work concealed or rendered inaccessible with no record or notification of inspection shall be uncovered by the contractor at no expense to the Town.

Contractor shall contact the Town representative following completion of demolition and establish a time for Town's inspector and any public authority representative required to ensure that work has been executed in accordance with specifications and all applicable codes.

Contractor shall be responsible for notification of any public authority having jurisdiction on the demolition project as to the time and place of final inspection.

Contractor shall provide written description for demolition removal procedures and schedule prior to commencement.

D12 SCHEDULING

The project shall be done on a continuous basis. Lags or gaps in the time task schedule for the project assigned under this contract are unacceptable and may, at the Town's discretion, be grounds for termination of this contract.

D13 HOURS FOR PERFORMING WORK

Work must be performed Monday through Friday from 8:00 am to 5:00 pm. The contractor may be directed by the Town to work outside these hours.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager. A Work Order may establish different working hours than those stated herein.

D14 ENVIRONMENTAL AND CONSERVATION SERVICES

The Contractor shall collect samples to determine if Asbestos Containing Material (ACM) and any other hazardous materials is present prior to the demolition of a site. When Asbestos Containing Material is present and left in the building, the material should be disposed of per Federal (EPA), State (DEP) and Local (PBC Health Department) environmental regulations. The Contractor is responsible to abate asbestos materials required to be removed prior to demolition. NESHAPs notification to the Department of Health shall be made by the Contractor a minimum of ten days prior to the start of demolition.

D15 POLLUTION CONTROLS

Contractor shall use suitable methods to allow NO VISIBLE EMISSIONS and to comply with governing regulations pertaining to environmental protection. Contractors shall clean structures and other interiors of dust, dirt and debris caused by demolition and return adjacent areas to conditions existing prior to the start of the project.

D16 SALVAGE

No materials salvaged from the site shall be stored or allowed to remain on site for a period exceeding 24 hours.

Salvageable materials on site shall become the property of the contractor. The potential revenues which will be derived from disposal of salvageable materials should be taken into consideration by bidders in the formalization of the base bid price.

D17 FIELD MEASUREMENTS

Measurements used in formulating bid shall be derived by exterior measurements of structure to be demolished. Square foot results shall be multiplied by square foot bid price under the type of structure to be demolished. Where a structure is constructed of a combination of materials (e.g. concrete block and wood) the total price shall be based upon the material with the greater weight to allow for dump fees. Final determination of material used in construction of any structure shall be made by the Town's representative.

D18 PRICING

Contract price shall be in accordance with pricing submitted in this bid plus any discount. Proof of disposal shall be on the load tickets submitted with the contractor's final invoice at the completion of project. Payment will not be made until acceptable waste disposal records are received. Quotations shall be based upon the actual square footage measured on the exterior of the structure to be demolished per story. All waste fees/dumping fees will remain flexible based on the current market conditions and applicable fees when the demolition work / transportation of waste material/dumping is performed. No mark-up is allowed.

D19 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within two hundred and forty (240) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within thirty (30) Days after obtaining Substantial Completion.

D20 COMPENSATION

Contractor shall provide the Town with an invoice within thirty (30) days of the date services are rendered. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.
- Monthly or quarterly price(s) of Work performed
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Services not performed or materials not furnished or where the Service has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the line-item prices specified in the Bid Form of the Contract.

D21 SPECIFICATIONS

Florida Department of Transportation (FDOT) and Miami-Dade Transportation and Public Works Department (MDTPW) specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the FDOT and MDTPW specifications and the Contractor will be advised of any such changes.

D22 LIQUIDATED DAMAGES

The Town may establish liquidated damages on the Noticed to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of one thousand dollars (\$1000), which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the number of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D23 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated, then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager with a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D24 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and

the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form, and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D25 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed, and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D26 E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Term of the Contract and must expressly require any Subcontractors performing Work or providing services pursuant to the Contract to likewise utilize the U.S Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Subcontractor.

D27 NPDES REQUIREMENTS

Contractors must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

D28 STAGING SITE

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Service. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment, or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

D29 PROJECT HOUSEKEEPING

The Contractor is solely responsible for the following:

- Providing temporary sanitary facilities
- Providing Dust Control Measures during construction, including soil tracking devices (if necessary)
- Provide Debris & Pollution Control – Maintaining project site clean and orderly, providing containers for the disposal of debris, schedule periodic collection and disposal of debris
- Staging areas must have sediment and erosion control measures installed prior to use
- All vegetation, debris, concrete, or other unsuitable material shall be disposed of offsite, in an area provided by the contract.
- Contractor to designate an area within the project limits for concrete truck washout activities. This area shall contain erosion control devices that prevent contact between washout materials and Stormwater and/or surface waters.
- All trenches/excavation shall be adequately covered at the end of the workday.

END OF SECTION

SECTION F. FORMS

CONTRACT EXECUTION FORM

This Contract 2025-15 made this 18 day of September in the year 2025 in an amount not to exceed \$ 125,460.80 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Chin Diesel Inc., hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest: [Signature]
By: Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES
By: [Signature]
Edward Pidermann, Town Manager

Legal Sufficiency: [Signature]
By: Raul Gastesi, Town Attorney Date: 9-18/25

Signed, sealed and witnessed in the presence of:

CONTRACTOR
Chin Diesel Inc.
(Contractor's Name)
By: [Signature]
Name: Leon Chin-You
Title: President
Date: 9-18-25

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, Chan Dierarino Co, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President
(type title of officer)

LEON CANTYON, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 18th day of September, 2025.

JWC
Corporate Secretary

(Corporate Seal)

CORPORATE RESOLUTION

WHEREAS, Chin Diesel Inc., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President
(type title of officer)

Leon Chin-You, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 2 day of June, 2025.



Corporate Secretary

(Corporate Seal)



SECTION E. CONTRACTOR'S PROPOSAL

RESPONSE TO INVITATION TO BID

Demolition Services ITB -2025-15

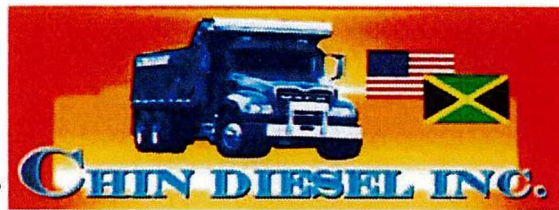
Prepared For:



**Procurement Department
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014**

Due June 5, 2025, 11:00 A.M





Letter of Interest

June 2, 2025

Town of Miami Lakes
Procurement Division
6601 Main Street,
Miami Lakes, FL 33014

Attn: Procurement Services

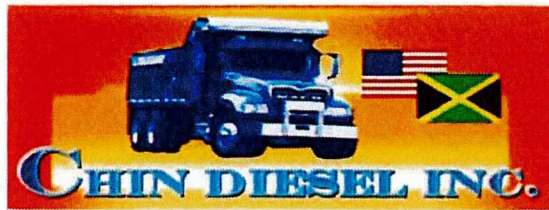
**RE: ITB 2025-15
Demolition Services**

Attn: Rosa M. Marrero

In accordance with the Invitation to Bid.: ITB: 2025-15 for Demolition Services, **Chin Diesel, Inc.** (CDI) is pleased submit our letter of interest and subsequent qualifications pursuant to the Town of Miami Lakes request. **Chin Diesel, Inc.** is a professional construction services firm, specializing in demolition that was established in 2001. We are dedicated to providing high quality professional service in a timely manner and at competitive rates. We maintain a superior reputation in terms of Dependability, Quality and Professionalism and have been acknowledged as an up and coming demolition contractor in South Florida. If given the opportunity, we will work diligently to earn the City's trust and respect by consistently delivering professional and timely completion of the City's projects. CDI has the immediate staffing ability to provide all of the requested demolition services for this project and has been providing similar services to other municipalities for the past 10 years.

Chin Diesel, Inc is a local certified CBE/SBE/CSBE and DBE minority small business enterprise. We were incorporated in the state of Florida on February 13, 2001 as a Sub-Chapter S Corporation. Our primary location for daily operations is located at 1820 NE 144th Street, North Miami, FL 33181. The firms' principal officer is Leon Chin-You who can be reached at (786) 229-3336 or via email at Leon@chindiesel.com. Our firms' estimator and point of contact is Michael Major who can be reached at (786)295-1594 or via email at Mike@chindiesel.com. We are fully licensed and insured to provide services in the tri-county area. **Chin Diesel, Inc** maintains relationships with many construction and professional service firms to provide total customer care and job completion.

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@chindiesel.com



Company Overview/Letter of Interest

Town of Miami Lakes
ITB 2025-15

We have carefully reviewed the submittal requirements and **Chin Diesel, Inc.** assures that it can meet or exceed all of the contract requirements and qualifications necessary to perform the outlined scope of services, and will be bound by the requirement outline in the contract by the Town of Miami Lakes.

We actively maintain a fleet of six (6) dump trucks as well as various pieces of heavy equipment. We are currently providing demolition contract services to various municipalities that include Miami-Dade and Broward Counties, City of Hollywood and The City of Miami and to specialty foundation contractors such as Ebsary Foundation Company and HJ Foundation Company. We provide contract aggregate, mason sand and screening deliveries for clients such as A. Superior Pavers and Stone, Miami Dade Water & Sewer, and Miami International Airport on an as needed will call basis.

Chin Diesel, Inc. has adequate resources and industry connections to provide prompt, timely, consistent service at reasonable and highly competitive prices. We maintain active affiliations with the disposal industries as well as with material testing laboratories to ensure a quality product that complies with project specifications.

CDI currently maintains all required insurance limits as outlined in the insurance checklist as provided in the ITB and maintains all required occupational and specialty licenses for our business. Thank you for the opportunity to submit this qualified package.

Should you require further information or have any questions, please do not hesitate to contact me directly at (786) 229-3336 or via email: Leon@Chindiesel.com.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Leon C. Chin-You', is written over a horizontal line.

Leon C. Chin-You
President

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@chindiesel.com

FORM PS (BID FORM)

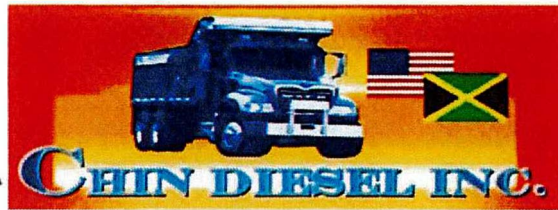
ITB 2025-15

DEMOLITION SERVICE FOR 5951 NW 151 ST BUILDING

| TOWN ITEM NO. | ITEM DESCRIPTION | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|--------------------------|-------------------------|----------------------------|-------------------------------|-------------------|----------------------|
| 001 | MOBILIZATION | LS | 1.00 | \$ 5,000.00 | \$ 5,000.00 |
| 002 | BUILDING DEMOLITION | LS | 1.00 | \$ 120,460.80 | \$ 120,460.80 |
| TOTAL BID AMOUNT | | | | | \$ 125,460.80 |

BIT ITEM NOTES

1. ALL BID PRICES SHALL BE INCLUSIVE OF ALL LABOR, EQUIPMENT, MATERIAL, MACHINERY, TOOLS, MEANS OF TRANSPORTATION, MAINTENANCE OF TRAFFIC, SUPPLIES, EQUIPMENT, APPLICABLE PERMITTING, COORDINATION AND SERVICES, TESTING COSTS, SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES, AND OTHER COST NEEDED TO SATISFY THE SCOPE REQUIREMENTS AS PER THE CONTRACT.
2. IT IS THE INTENTION OF THE TOWN TO AWARD A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE TOTAL AMOUNT OF THE BID.
3. CONTRACTOR WILL BE PAID BASED ON ACTUAL WORK PERFORMED.
4. MOBILIZATION WILL BE PAID AT THE FOLLOWING RATES:
 - A. 10% OF CONTRACT COMPLETION - 25% OF MOBILIZATION.
 - B. 25% OF CONTRACT COMPLETION - 50% OF MOBILIZATION.
 - C. 50% OF CONTRACT COMPLETION - 100% OF MOBILIZATION.



Related Experience

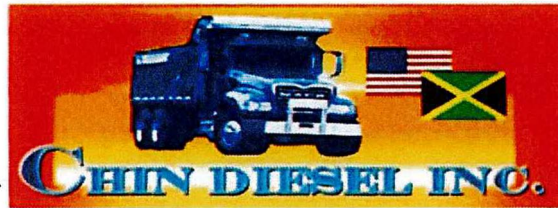
Current Workload:

- 1. Project Name:** Midtown 7501
Client: Midtown Capital
Key Personnel: Leon Chin-you (Project Coordinator)
Contract Amount: \$80,875.00
Project Address: 7501 NE 2nd Ave Miami, FL 33138
Completion Date: In Permitting Process
Work to Be Performed: Complete Demolition of single story structure

- 2. Project Name:** Annie Coleman (Site 72)
Client: City of Miami
Key Personnel: Leon Chin-you (Project Coordinator)
Contract Amount: \$570,854.90
Project Address: 2630 NW 46th Street Miami, FL 33125
Completion Date: In Permitting Process
Work to Be Performed: Complete Demolition of existing apartment complex

- 3. Project Name:** Unsafe Structure Demolition, Miami, Florida
Client: Miami Dade County
Key Personnel: Michael Major (Project Coordinator)
Contract Amount: \$32,671.80
Project Address: 2003 North Miami, Ave Miami, FL 33127
Completion Date: In Permitting Process
Work to Be Performed: Complete Demolition of single story structure

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com



Related Experience

Similar Project:

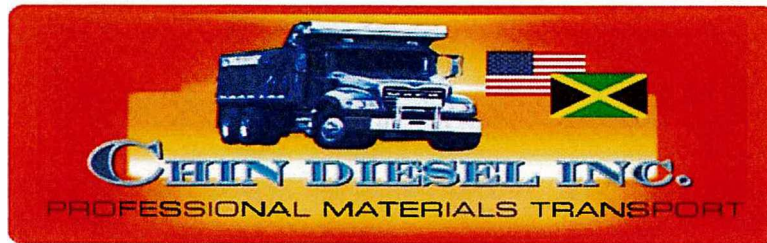
1. **Project Name:** Annie Coleman (Site 60)
Client: City of Maimi Dade
Key Personnel: Michael A Major Jr. (Project Coordinator)
Contract Amount: \$571,185.78
Project Address: 2135 NW 52nd Street Miami, FL 33142
Completion Date: April 1, 2025
Work Performed: Complete Demolition of existing apartment complex

2. **Project Name:** Unsafe Structure Demolition. Miami, Florida
Client: City of Miami
Key Personnel: Leon Chin-you (Project Coordinator)
Contract Amount: \$13,970.00
Project Address: 3439 Thomas Ave Miami, FL 33133
Completion Date: December 2024
Work Performed: Complete Demolition of single story structure

3. **Project Name:** Bejar Construction
Client: Scott Park
Key Personnel: Michael Major (Project Manager)
Contract Amount: \$116,587.90
Project Address: 17710 NW 15th Ct. Miami. FL 33169
Completion Date: February 2025
Work Performed: Complete Demolition of existing park.

4. **Project Name:** Alice Wainwright
Client: City of Miami Capital Improvement
Key Personnel: Leon Chin-You (Project Coordinator)
Contract Amount: \$161,582.25
Project Address: 2901 Brickell Ave, Miami, FL 33129
Completion Date: March 2025
Work Performed: Complete Demolition of single story structure

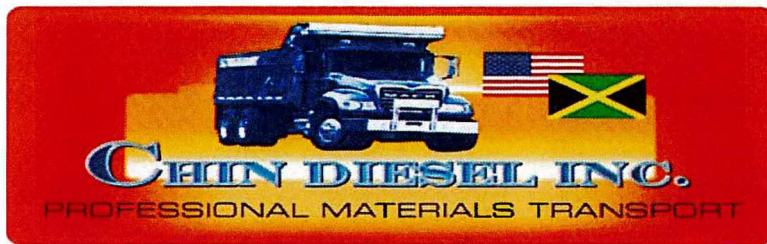
1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com



Equipment List

| | |
|-----------------------------------|---|
| <u>Lowboys:</u> | One (1) 25 Ton Lowboy One (1) Skid Steer/Mini Excavator Trailer |
| <u>Dump Trucks:</u> | One (1) Roll Off truck with 20 & 30 yard cans Four (4) Tandem dump trucks at 18 yards capacity each One (1) 10 yard Single Axle Dump Truck |
| <u>Pickup Trucks:</u> | 2015 Ford F-350 Flatbed 2004 Ford F-250 Pickup 2016 Chevrolet Silverado 2015 Toyota Tundra Pickup |
| <u>Skid Steer Loaders:</u> | One (1) Bobcat T-180 Turbo Skid Loader One (1) Kubota SV75 Skid Loader |
| <u>Backhoes:</u> | One (1) 2007 John Deere 310SG Backhoe |
| <u>Excavators:</u> | One (1) 2013 Komatsu PC-138 Full Size Excavator One (1) 2004 Bobcat 325G Mini Excavator One (1) 2015 Bobcat E-85 Mid Sized Excavator One (1) Kobelco SK-75 Mid sized Excavator with Shear and Pulverizer One (1) 2014 Komatsu PC-170 Full Size Excavator One (1) 2017 Komatsu PC-170 Full Size Excavator One (1) 2022 Komatsu PC-210 Full Size Excavator One (1) 2024 Komatsu PC-240 Full Size Excavator |
| <u>Water Trucks:</u> | One (1) Water truck with Pump 3,500 Gallon Capacity |
| <u>Roller:</u> | One (1) 2015 Bomag Roller Compactor |
| <u>Concrete Saw:</u> | Two (2) Concrete Saws with up to 15" depth |
| <u>Compactors:</u> | One (1) Walk behind Compactor |

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com



Support Trailer:

Fully Loaded support Trailer with Air Compressor (gas powered) generator 5K Jackhammers, skilsaws, hammers, electric and Dewalt screwdrivers, toolboxes, welding torches and chop saws.

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

State of Florida

Department of State

I certify from the records of this office that CHIN DIESEL, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 2001.

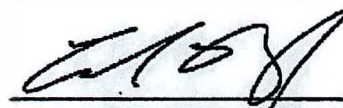
The document number of this corporation is P01000016055.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 12, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of February, 2025*




Secretary of State

Tracking Number: 5969945773CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

11BS00435

CHIN DIESEL INC
D.B.A.: **MIAMI PLADE**

[Signature]
CHINYOU LEON

is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2026

0015 **QUALIFYING TRADE(S)**
DEMOLITION

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

[Signature]



www.miamidade.gov/economy



City of North Miami
776 N.E. 125 Street ♦ North Miami, FL 33161 ♦ 305-893-6511

Business Tax Receipt

Issued Date: 10/1/2024
Expiration Date: 9/30/2025
Business Tax Receipt #: BT-003083

REMOVAL OF DEBRIS

CHIN DIESEL INC
9861 NW 3 ST
PEMBROKE PINES, FL 33024

Business Name / Address:
CHIN DIESEL INC
1820 NE 144 ST
NORTH MIAMI, FL 33181

Angela Reyes, Chief Financial Officer

NOTICE: PLEASE CONTACT THE BUSINESS TAX OFFICE AND REPORT ANY CHANGES OR WHEN THE BUSINESS HAS MOVED OR HAS BEEN SOLD.

NON-TRANSFERABLE ♦ POST IN A CONSPICUOUS PLACE ♦ NON-TRANSFERABLE

000564

Municipal Contractor's Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

MC

6878939

BUSINESS NAME/LOCATION

CHIN DIESEL INC
1820 NE 144TH ST
NORTH MIAMI FL 33181-1420

RECEIPT NO.

NEW
7688668

**EXPIRES
SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CHIN DIESEL INC
C/O LEON CHIN-YOU PRES

Category(s) 1

SEC. TYPE OF BUSINESS
MMC SPECIALTY BUILDING CONTRACTOR
118S00435

PAYMENT RECEIVED
BY TAX COLLECTOR
\$175.00 12/18/2024
PTBTE-25-184483

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holders must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.
For more information, visit www.miamidade.gov/taxcollector

009349

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6605621

BUSINESS NAME/LOCATION
CHIN DIESEL INC
1820 NE 144TH ST
NORTH MIAMI FL 33181-1420

RECEIPT NO.
RENEWAL
7816368

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CHIN DIESEL INC
C/O LEON CHIN-YOU, PRES

SEC. TYPE OF BUSINESS
220 TANGIBLE PERSONAL PROP DLR

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 07/11/2024
INT-24-423905

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

MIA
6604

004118

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6605621

BUSINESS NAME/LOCATION
CHIN DIESEL INC
1820 NE 144TH ST
NORTH MIAMI FL 33181-1420

RECEIPT NO.
RENEWAL
6876305

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CHIN DIESEL INC
C/O LEON CHIN-YOU, PRES

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 07/11/2024
INT-24-423905

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6878939

RECEIPT NO.
RENEWAL
7154081

BUSINESS NAME/LOCATION
CHIN DIESEL INC
1820 NE 144TH ST
NORTH MIAMI, FL 33181-1420

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8Ae- Art. 9 & 10



OWNER
CHIN DIESEL INC
C/O LEON CHIN-YOU PRES

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING
CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**
45.00 07/11/2024
INT-24-423917

Worker(s) 2

11BS00435

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector.





Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

November 2, 2022

Chin-You
Diesel, Inc.
NE 144 ST
Miami, FL 33181

Approval Date: December 2, 2022 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: January 31, 2026

Leon Chin-You,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-10.01 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. Failure to provide required documentation for a random audit will initiate the decertification process.

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.

Any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, change of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. Failure to notify SBD of any changes may result in immediate action to decertify the firm.

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains ineligibility or becomes ineligible during the three-year certification period, you will be properly notified following an administrative review that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Andrew Cummings-Labossiere
Assistant Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

100: DEMOLITION

138910: SITE PREPARATION CONTRACTORS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2025

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-----------------------------------|--|--|-------------------------------|
| PRODUCER | | CONTACT NAME: Karen Brinkley | |
| Iron Ridge Insurance - Hilb Group | | PHONE (A/C, No, Ext): (800) 775-8526 | FAX (A/C, No): (239) 288-7544 |
| 17595 S. Tamiami Trail | | E-MAIL ADDRESS: karen.brinkley@hilbgroup.com | |
| Suite 107 | | INSURER(S) AFFORDING COVERAGE | |
| Fort Myers FL 33908 | | INSURER A: Scottsdale Insurance Company | NAIC # 41297 |
| INSURED | | INSURER B: Westchester Surplus Lines Ins | 10172 |
| Chin Diesel, Inc. | | INSURER C: | |
| 1820 NE 144th St | | INSURER D: | |
| North Miami FL 33181 | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL257260822

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | CPS8240125 | 07/13/2025 | 07/13/2026 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OTHER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | CXS4056703 | 07/13/2025 | 07/13/2026 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 1,000,000 |
| | DED RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | Pollution Liability | | G74407675002 | 07/13/2025 | 07/13/2026 | Per Claim \$1,000,000 |
| | | | | | | Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Miami Lakes is listed as an Additional Insured on the General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Town of Miami Lakes 6600 Main Street Miami Lakes FL 33014 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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FORM OF PERFORMANCE BOND (Page 1 of 2)

BY THIS BOND, We Chin Diesel, Inc., as Principal, hereinafter called Contractor, and Capitol Indemnity Corporation, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of One Hundred Twenty Five Thousand Four Hundred Sixty and 80/100 Dollars (\$125,460.80) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract, No.2025-15**, awarded the 17th day of September, **2025**, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of DEMOLITION SERVICES, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor shall be, and declared by Town to be, in default under the Contract, Town having performed Town obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
 - 4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

FORM OF PERFORMANCE BOND (Page 2 of 2)

No right of action shall accrue on this bond to or for the use of any person or corporation other than Town named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this 19th day of September, 2025.

WITNESSES:

JWClg
Secretary

(CORPORATE SEAL)

IN THE PRESENCE OF:

M. Early
M. Early

Contractor

Chin Diesel, Inc.
(Name of Corporation)

By: [Signature]
(Signature)

Leon C. Chin-You, President
(Print Name and Title)

INSURANCE COMPANY:
Capitol Indemnity Corporation

By: [Signature]
Agent and Attorney-in-Fact
Jeffrey W. Price, Attorney-in-Fact

Address: 1600 Aspen Commons STE 300
(Street)

Middleton, WI 53562
(City/State/Zip Code)

Telephone No.: 516-295-6081

(Notary required for Contractor's Signature)

Sworn to and subscribed before me this 19th day of September 2025.

Personally known Leon C. Chin-You

or produced identification _____ Notary Public – State of New York

_____ My commission expires March 4, 2026

(type of identification)

MARY PRICE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR5056603
Qualified in Nassau County
My Commission Expires March 4, 2026

[Signature]
(Printed, typed or stamped commissioned name notary public)

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2024

Admitted Assets

| | |
|--|-----------------------|
| Cash and invested assets: | |
| Bonds | \$ 5,113,369 |
| Common stocks | 125,828,587 |
| Cash, cash equivalents and short-term investments | <u>532,405,346</u> |
| Total cash and invested assets | 663,347,302 |
| Investment income due and accrued | 29,125 |
| Uncollected premiums and agents' balances in course of collection | 80,783,002 |
| Deferred premiums, agents' balances and installments booked but deferred and not yet due | 4,563,543 |
| Amounts recoverable from reinsurers | 12,878,478 |
| Other amounts receivable under reinsurance contracts | 173,799 |
| Net deferred tax asset | 12,299,391 |
| Electronic data processing equipment and software | 777,545 |
| Receivables from parent, subsidiaries and affiliates | 152,766 |
| Other admitted assets | 89,432 |
| Total admitted assets | <u>\$ 775,094,383</u> |

Liabilities and Surplus as Regards Policyholders

| | |
|---|-----------------------|
| Liabilities: | |
| Losses | \$ 216,962,687 |
| Reinsurance payable on paid losses and loss adjustment expenses | 49,064,738 |
| Loss adjustment expenses | 64,047,026 |
| Commissions payable, contingent commissions and other similar charges | 1,142,516 |
| Other expenses (excluding taxes, licenses and fees) | 12,623,642 |
| Taxes, licenses and fees (excluding federal and foreign income taxes) | 174,854 |
| Current federal and foreign income taxes | 45,139 |
| Unearned premiums | 84,844,952 |
| Advance premium | 17,761 |
| Ceded reinsurance premiums payable (net of ceding commissions) | (11,551,010) |
| Amounts withheld or retained by company for account of others | 15,082,393 |
| Payable to parent, subsidiaries and affiliates | 31,964,968 |
| Other liabilities | <u>1,585,098</u> |
| Total liabilities | 466,004,764 |
| Surplus as regards policyholders: | |
| Common capital stock | 4,201,416 |
| Gross paid in and contributed surplus | 103,923,753 |
| Unassigned funds (surplus) | <u>200,964,450</u> |
| Surplus as regards policyholders | <u>309,089,619</u> |
| Total liabilities and capital and surplus | <u>\$ 775,094,383</u> |

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2024, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Adam L. Sills

Adam L. Sills
CEO & President



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1069143

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JEFFREY W PRICE; MARY ANNA PRICE; RACHIEL PRICE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

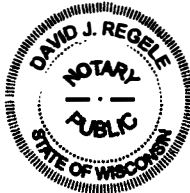


CAPITOL INDEMNITY CORPORATION

John L Sennott Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of September 20 25



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

FORM OF PAYMENT BOND (Page 1 of 2)

BY THIS BOND, We Chin Diesel, Inc., as Principal, hereinafter called Contractor, and Capitol Indemnity Corporation, as Surety, are bound to the Town of Miami Lakes, Florida, as Oblige, hereinafter called Town, in the amount of One Hundred Twenty Five Thousand Four Hundred Sixty and 80/100 Dollars (\$125,460.80) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2025-15**, for the **DEMOLITION SERVICES**, awarded the 17th day of September, **2025**, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this 19th day of September, 2025.

Contractor

ATTEST:

[Signature]
(Secretary)

Chin Diesel, Inc.
(Name of Corporation)

By: [Signature]
(Signature)

(Corporate Seal)

Leon C. Chin-You, President
(Print Name and Title)

19th day of September, 2025.

IN THE PRESENCE OF:

[Signature]
Mary Early

INSURANCE COMPANY:
Capitol Indemnity Corporation

By: [Signature]
Agent and Attorney-in-Fact
Jeffrey W. Price, Attorney-in-Fact

Address: 1600 Aspen Commons STE 300
(Street)

Middleton, WI 53562
(City/State/Zip Code)

Telephone No.: 516-295-6081

(Notary required for Contractor's Signature)

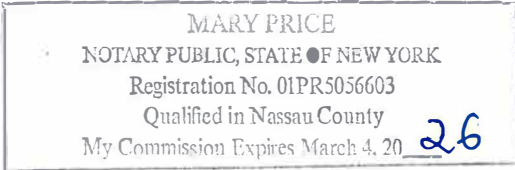
Sworn to and subscribed before me this 19th day of September, 2025.

Personally known Leon C. Chin-You

or produced identification _____ Notary Public – State of New York

_____ My commission expires March 4, 2026

(type of identification)



[Signature]
(Printed, typed or stamped commissioned name notary public)

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2024

Admitted Assets

| | |
|--|-----------------------|
| Cash and invested assets: | |
| Bonds | \$ 5,113,369 |
| Common stocks | 125,828,587 |
| Cash, cash equivalents and short-term investments | 532,405,346 |
| Total cash and invested assets | <u>663,347,302</u> |
| Investment income due and accrued | 29,125 |
| Uncollected premiums and agents' balances in course of collection | 80,783,002 |
| Deferred premiums, agents' balances and installments booked but deferred and not yet due | 4,563,543 |
| Amounts recoverable from reinsurers | 12,878,478 |
| Other amounts receivable under reinsurance contracts | 173,799 |
| Net deferred tax asset | 12,299,391 |
| Electronic data processing equipment and software | 777,545 |
| Receivables from parent, subsidiaries and affiliates | 152,766 |
| Other admitted assets | 89,432 |
| Total admitted assets | <u>\$ 775,094,383</u> |

Liabilities and Surplus as Regards Policyholders

| | |
|---|-----------------------|
| Liabilities: | |
| Losses | \$ 216,962,687 |
| Reinsurance payable on paid losses and loss adjustment expenses | 49,064,738 |
| Loss adjustment expenses | 64,047,026 |
| Commissions payable, contingent commissions and other similar charges | 1,142,516 |
| Other expenses (excluding taxes, licenses and fees) | 12,623,642 |
| Taxes, licenses and fees (excluding federal and foreign income taxes) | 174,854 |
| Current federal and foreign income taxes | 45,139 |
| Unearned premiums | 84,844,952 |
| Advance premium | 17,761 |
| Ceded reinsurance premiums payable (net of ceding commissions) | (11,551,010) |
| Amounts withheld or retained by company for account of others | 15,082,393 |
| Payable to parent, subsidiaries and affiliates | 31,964,968 |
| Other liabilities | 1,585,098 |
| Total liabilities | <u>466,004,764</u> |
| Surplus as regards policyholders: | |
| Common capital stock | 4,201,416 |
| Gross paid in and contributed surplus | 103,923,753 |
| Unassigned funds (surplus) | 200,964,450 |
| Surplus as regards policyholders | <u>309,089,619</u> |
| Total liabilities and capital and surplus | <u>\$ 775,094,383</u> |

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2024, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Adam L. Sills

Adam L. Sills
CEO & President



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

LOOK HERE

CIC1969143

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of September 20 25



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary