

## INSTALLATION SERVICES AGREEMENT

**THIS INSTALLATION SERVICES AGREEMENT** (the "Agreement") is entered this 1 day of March, 2021, by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166, (the "City"), and **Miliani Construction Corp**, an active, for-profit Florida corporation whose address and principal place of business is 2051 NW 112<sup>th</sup> Ave, Suite 114, Miami, FL 33172 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, On December 23, 2020, the City advertised Invitation to Bid # 2020-34 "Morgan Levy Park Painting" for the provision of exterior and interior painting services for the community center and restroom building at Morgan Levy Park (the "Project"); and

**WHEREAS**, upon review of bids received, staff determined that Miliani Construction Corp., was the lowest most responsive and responsible bidder; and

**WHEREAS**, On February 10, 2021, the Mayor and City Council-members approved Resolution #21-45 awarding ITB# 2020-34 to the lowest, most responsive and most responsible bidder and authorizing the City Manager to negotiate and enter into an agreement with Miliani Construction Corp. for the provision of exterior and interior painting services for the community center and restroom building at Morgan Levy Park; and

**WHEREAS**, the City desires to engage the Contractor, and the Contractor desires, to provide the services as specified herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - (a) The Contractor shall provide those services (the "Work") as specified in ITB # 2020-34 and as attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference. Contractor shall be responsible for supplying all personnel, equipment, labor, materials, means of transport, services and tools incidental and/or necessary to complete the Work.
2. **Term/Commencement Date and Liquidated Damages.**

- (a) The Contractor shall not commence work until the City issues to Contractor a written Notice to Proceed. The Contractor agrees that the Work shall be substantially completed within twenty-one (21) calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within thirty (30) calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Parks & Recreation Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in this Agreement, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete, which shall be the Final Completion date.
- (c) The Contractor agrees to provide the City, and, thereafter, uphold, the warranty on as outlined in Invitation to Bid # 2020-34.
- (d) City and Contractor recognize that time is of the essence in this Contract and that the City will suffer financial loss if the Work is not completed within the contract times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City \$100.00 for each calendar day that expires after the time specified for Substantial Completion of the Work. Substantial Completion shall be defined as the point at which, as certified in writing by the Contractor, the Work is deemed sufficiently completed in strict compliance with the Scope of Work in Exhibit “A”. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City \$150.00 for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Final Completion shall be defined as the date in which the Work is 100% completed, punch list work included. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully

completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (e) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (f) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- (a) As compensation for the Work, the City agrees to pay the Contractor a fee in the amount of TWENTY THOUSAND NINE HUNDRED ONE DOLLARS and SEVENTEEN CENTS (\$23,685.00), in accordance with Contractor's Proposal attached as **Exhibit "B"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of receiving notice of Final Completion and a corresponding invoice from the Contractor.
- (b) The Contractor shall invoice the City once the project has been completed. The invoice shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as **Exhibit "C"**, or such other form as may be provided by City from time to time.
- (c) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and, within fifteen (15) calendar days, the Parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within five (5) days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete. Payment must be accompanied by full lien releases and waivers executed by Contractor and by each Subcontractor and by any other information, documentation or certification that the City reasonably requests in connection with any liens or such waivers and releases.

- (d) If a dispute should occur regarding a submitted invoice, an item in the Final Punch list, or any portion of the completed Work, the City Manager may withhold payment of the disputed amount or such amount that represents the value of the disputed item in the Final Punch list or portion of the completed Work, and the City Manager may pay to the Contractor the undisputed portion of the Fee. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the disputed invoice. Within five (5) days of notice to the Contractor of the dispute/retained amount, the City and the Contractor shall work in good faith to reach a resolution as to the dispute. If a mutually agreed upon resolution cannot be reached, any compensation disputes shall be decided by the City Manager, whose decision shall be final. Any remaining undisputed and/or settled amount of the Fee shall be paid within fifteen (15) days the City Manager's final disposition.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary

safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause. "Cause" for purposes of this Agreement shall be defined as a deficiency in the performance by the Contractor such that it causes significant delays in the rendition of the Work and/or causes the City to order the stoppage of work.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as approved by the City. The carrier of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Amendments/Change Orders

Agreement

Exhibits to the Agreement

Bid/Quote Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify, defend and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other

professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.

- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (d) The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:                    Albert P. Childress, City Manager  
    City of Doral, Florida  
    8401 NW 53<sup>rd</sup> Terrace  
    Doral, Florida 33166

With a Copy to:                Luis Figueredo, Esq.  
    City Attorney

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For The Contractor: Adolfo Miliani  
Miliani Construction Corp.  
2051 NW 112<sup>th</sup> Ave, Suite 114  
Miami, FL, 33172

14. **Governing Law.**

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida in a court of competent jurisdiction.

15. **Entire Agreement/Modification/Amendment.**

- (a) This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- (b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in such form as may be provided by City from time to time.

16. **Ownership and Access to Records and Audits.**

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.



- (d) Contractor shall comply with public records laws, specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City

17. **Nonassignability.**

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

18. **Severability.**

- (a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. **Waiver.**

- (a) The failure of the City to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts.**

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Authorization to Sign Agreement.**

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. **Non-Exclusive Agreement.**

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms

to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

28. **Changes in the Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

30. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF DORAL

For:   
Connie Diaz, City Clerk

By:   
Albert P. Childress, City Manager

Date: March 2, 2021

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF DORAL, FLORIDA ONLY:

**APPROVED**

By Luis Figueredo, ESQ at 10:20 am, Mar 02, 2021

Luis Figueredo, Esq.  
City Attorney

CONTRACTOR

By:   
ADOLFO MILIANI  
Title: PRESIDENT

Date: 02/27/2021

**Exhibit “A”**  
**Scope of Work**

## **SCOPE OF SERVICES**

**1.0.0 Description of Work:** The scope of work for this project includes all labor, paint, and materials to paint the interior and exterior of Morgan Levy Park Community Center and adjacent restroom building. The 5,000 square foot community center building includes a variety of different finishes and architectural features that make it a beloved public asset. Utmost attention to detail and care will be required for this project.

### **1.1.0 Materials and Supplies**

1.1.1 The Contractor must provide all labor, paint, various materials, tools, supplies and equipment necessary to complete the services listed throughout this ITB, including, but not limited to: Painting, wall covering, sealing, minor damage repair and major sheetrock repair.

1.1.2 If applied paint fails to adhere to surfaces due to noncompliance with regard to manufacturer's specifications, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.

1.1.3 The Contractor must furnish all industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner, including, but not limited to the following:

1.1.4 Brushes, rollers, tape, containers, pans, buckets, etc., to utilize during application. Any materials for masking and/or protection of surfaces, flooring, equipment and/or fixtures not being painted.

1.1.5 Scaffolding, ladders, lifts and extension devices used for application on elevated surfaces allowing the Contractor to reach the highest point, at a given location, in a safe and efficient manner.

1.1.6 Painting all be completed according to the painting schedule.

1.1.7 **Exterior Stucco: Finish Coat:** Two (2) coats of Sherwin Williams Super Paint Exterior Latex Satin Finish (A89 Series) (4 mils WFT or 1.5 mils DFT) with primer.

1.1.8 **Exterior Fascia: Finish Coat:** Two (2) coats of Sherwin Williams Super Paint Exterior Latex Satin Finish (A89 Series) (4 mils WFT or 1.5 mils DFT) with primer.

1.1.9 **Exterior Metal Utility Doors and Jambs: Prime Coat:** Sherwin Williams Pro Industrial Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT) and **Finish Coat:**

Two (2) coats of Sherwin Williams Pro Industrial Acrylic Semi-Gloss (B66-650 Series) (6.0-12.0 mils WFT 2.1-4.2 mils DFT).

**1.1.10 Exterior Wooden Decorative Ceiling & Finishes:** Shall be sealed with two (2) coats of Minwax Water-based Helmsman Spar Urethane.

**1.1.11 Natural Stone Tile, Window, Doors and Columns:** Shall be sealed using H&C Hydro-Defend Water Base Concrete & Driveway Protector.

**1.1.12 Interior Walls:** Finish Coat: Two (2) coats Sherwin Williams Super Paint Interior Latex Satin Finish (A87 Series) (4 mils WFT or 1.5 mils DFT).

**1.1.13 Interior Baseboards & Doors:** Prime Coat: PrepRite ProBlock Interior/Exterior Latex Primer/Sealer (B51-600 Series) (4 mils WFT or 1.4 mils DFT). Finish Coat: Two (2) Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel (B53-1150 Series) (4.0-5.0 mils WFT 1.4-1.7 mils DFT).

**1.1.14 Interior Ceiling and Wood Ceiling:** Finish Coat: Two (2) coats of Sherwin Williams Super Paint Interior Latex Flat Finish (A86 Series) (4 mils WFT or 1.5 mils DFT).

**1.1.15 Awning Frames:** *The City will be responsible for removing canopies prior to commencement.* Prime Coat: Preparation of awnings shall be primed using Sherwin Williams Pro Industrial Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT). Finish Coat: Sherwin Williams Pro Industrial Water-based Alkyd Urethane Enamel (B53-1150 series) (4.0-5.0 mils WFT 1.4-1.7 mils DFT).

## **1.2.0 Painting Preparation**

**1.2.1** The Contractor shall perform the preparation of all surfaces for painting, including, but not limited to the following: sheetrock walls, decorative ceilings, exterior wood finishes, previously prepared walls (vinyl and paper wall covering), masonry surfaces, concrete block walls, aluminum, steel and wood doors, steel door bucks, etc.

**1.2.2** Exterior surfaces must be power washed to remove grime, mildew, peeling paint, and all other debris.

**1.2.3** Preparation and repainting of existing sheetrock walls includes minor repair / spackling surface nicks and holes.



- 1.2.4 The Contractor shall provide adequate paint coverage to cover the existing color.
- 1.2.5 Wall Covering: Preparation of walls for papering or painting, after wallpaper is removed or if wallpaper remains in place, shall be done by applying patching, floating a thin coat, and cleaning wall surfaces.
- 1.2.6 Moving of equipment and/or furniture in occupied office, lobby, concession, classrooms, etc., shall be the responsibility of the City.
- 1.2.7 Flooring, carpeting, and all other surfaces not to be painted must be protected. The use of clean drop cloths (or used drop cloths with dried paint) is mandatory. The City strongly encourages the Contractor to use painters' tape for all baseboards, Heat/Smoke Detectors, lighting fixtures, sprinkler heads, pull stations, alarm bells to ensure a professional finish. No fire alarm should be covered.
- 1.2.8 Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.
- 1.2.9 For hairline cracks 1/16 inch or less wide: Seal with concrete and masonry elastomeric patching compound (smooth or textured).
- 1.2.10 For cracks 1/16-3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. Seal with concrete and masonry elastomeric patching compound.
- 1.2.11 For cracks deeper than ½ inch or wide than ¼ inch, backer rods should be used to fill the gap and to eliminate three-point adhesions.
- 1.2.12 The Contractor shall notify the City if during the preparation process any significant repairs outside the scope of this ITB need to be completed.
- 1.3.0 Paint Protection**
- 1.3.1 "Wet Paint" signs shall be posted during application by the Contractor.

- 1.3.2 Contractor shall protect surrounding areas and surfaces to preclude damage during work.
- 1.3.3 During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
- 1.3.4 Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.
- 1.3.5 Contractor shall be responsible for any damage that occurs due to misplaced paint.
- 1.3.6 Contractor shall erect barriers as necessary to protect staff and visitors during the performance of the work.
- 1.3.7 Contractor shall be responsible for any damage caused by their employees or equipment.
- 1.3.8 Such damages include but are not limited to: paint applied, either on purpose or by accident, to floor, desk, computers and other structures not intended to be painted.

#### **1.4.0 Painting Application**

- 1.4.1 The Contractor shall roll or brush all surfaces. No spraying will be allowed.
- 1.4.2 The Contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface.
- 1.4.3 The Contractor shall apply paint to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.
- 1.4.4 The Contractor shall allow manufacturer's specified drying time and ensure current coating adhesion for each coat before applying next coat.
- 1.4.5 The Contractor shall contact the Director of Facilities or his designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
- 1.4.6 All paint products shall be mixed by the Contractor.
- 1.4.7 Paints that have settled to a condition that makes mixing difficult shall be removed from job.

- 1.4.8 Skins and other irregular particles shall be removed by straining with fine nylon.
- 1.4.9 Only clean equipment and tools shall be used.
- 1.4.10 The Contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.
- 1.4.11 The Contractor shall not paint over code-required labels or equipment name, identification, performance rating or nomenclature plates.
- 1.4.12 The Contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.
- 1.5.0 Caulks and Sealants**
- 1.5.1 Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner or owner's representative of unsatisfactory conditions before proceeding.
- 1.5.2 If substrate preparation is the responsibility of another installer, notify owner or owner's representative of unsatisfactory preparation before proceeding.
- 1.5.3 Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.
- 1.5.4 Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- 1.5.5 Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. Note: For porous surfaces, the use of detergent or soap & water is NOT recommended.
- 1.5.6 Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by Sherwin-Williams and Owner.

- 1.5.7 Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- 1.5.8 Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
- 1.5.9 No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

#### **1.6.0 Post Paint Clean-Up**

- 1.6.1 The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Facilities, or his designee.
- 1.6.2 The Contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
- 1.6.3 The Contractor shall remove rubbish, empty cans, rags and other discarded material.
- 1.6.4 The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the use of City dumpsters or trash receptacles be allowed.
- 1.6.5 After paint application completion, Contractor shall clean spattered surfaces and remove spattered paints by washing, scraping or other methods. The Contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with paint.
- 1.6.6 City shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
- 1.6.7 Contractor shall remove protective materials.

#### **1.7.0 Industry Specific Standards**

- 1.7.1 The Contractor shall provide all services in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.

1.7.2 The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions. a. All cotton waste, clothes, and other hazardous materials shall be removed from the work site daily.

1.7.3 The Contractor must give immediate notice to the Parks Operations Administrator, or his designee, of any condition deemed hazardous to visitors and employees.

**1.8.0 Responsibilities & Qualifications**

1.8.1 The Contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs. Any significant damage that is discovered on any job shall be reported to the Director of Facilities at or his designee

**Exhibit “B”**  
**Miliani Construction Corp.**  
**Bid Submittal**

**SECTION 5**  
**FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

**LIST OF ATTACHED FORMS:**

- Proposal Submittal Form ✓
- Statement of No Response ✓
- Bidder Information Worksheet ✓
- Bidder Qualification Statement ✓
- Business Entity Affidavit ✓
- Non-Collusion Affidavit ✓
- No Contingency Affidavit ✓
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement) ✓
- Public Entity Crimes (Sworn Statement) ✓
- Drug Free Workplace Program ✓
- Copeland Act Anti-Kickback Affidavit ✓
- Equal Employment Opportunity Certification ✓
- Cone of Silence Certification ✓
- Tie Bids Certification ✓
- Bidder/ Proposer Certification ✓
- Certificate of Authority ✓
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

## Licensee Details

### Licensee Information

Name: **MILIANI, ADOLFO RAMON (Primary Name)**  
**MILIANI CONSTRUCTION CORP. (DBA Name)**

Main Address: **11012 NW 73RD ST**  
**DORAL Florida 33178**

County: **DADE**

License Mailing:

LicenseLocation: **2051 NW 112TH AVENUE**  
**SUITE 114**  
**MIAMI FL 33172**

County: **DADE**

### License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1524033**

Status: **Current,Active**

Licensure Date: **02/23/2016**

Expires: **08/31/2022**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **02/23/2016**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

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**[2601 Blair Stone Road, Tallahassee FL 32399](#)** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



# SECTION 4

## **PROPOSAL SUBMITTAL FORM ITB No. 2020-34**

THIS PROPOSAL IS SUBMITTED TO:

**City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166**

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u>  01  </u>	Dated: <u>  01-11-2021  </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
  - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.

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

4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.

5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Bidder: Miliani Construction Corp.

Address: 2051 NW 112 Av. Suite 114

Miami Fl. 33172

Telephone 305-542-5075

Facsimile Number email: amiliani@milianiconstruction.com

Attention: Adolfo Miliani

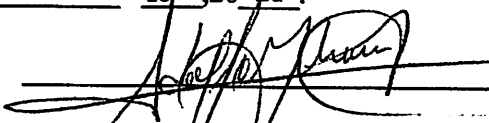
8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

# STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY January 15, 2021.

Person Authorized to sign Proposal:

 (Signature)  
Adolfo Miliani (Print Name)  
President (Title)

Company Name: Miliani Construction Corp.

Company Address: 2051 NW 112 Ave. Suite 114

Miami Fl 33172

Phone: 305-542-5075

Fax: \_\_\_\_\_

Email: amiliani@milianiconstruction.com

**STATEMENT OF NO RESPONSE**

**ITB No. 2020-34**

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

N/A

REMARKS:   N/A    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**

**ITB No. 2020-34**

**COMPANY/AGENCY/FIRM NAME:** MILIANI CONSTRUCTION CORP.

**ADDRESS:** 2051 NW 112 AVE SUITE 114 MIAMI FL 33172

**BUSINESS EMAIL ADDRESS:** amiliani@milianiconstruction.com **PHONE No.:** 305-424-4414

**CONTACT PERSON & TITLE:** ADOLFO MILIANI - PRESIDENT

**CONTACT EMAIL ADDRESS:** amiliani@milianiconstruction.com **PHONE No.:** 305-542-5075

**BUSINESS HOURS:** Mon - Fri 8:00 am to 5:00 pm

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP/JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** 01-27-2016

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**  
*(if different from address provided above):*

\_\_\_\_\_

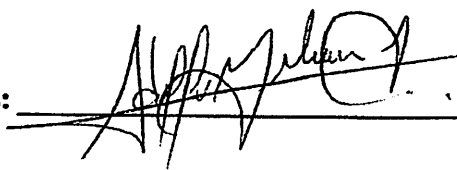
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

<u>Mariangelica Torres</u>	<u>Vice President</u>	<u>305-646-8575</u>
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

**SIGNATURE:**  \_\_\_\_\_ **DATE:** 01-15-2021

**PRINT NAME:** ADOLFO MILIANI

## BIDDER QUALIFICATION STATEMENT

ITB No. 2020-34

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project as specified in Section 2.

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

- |    |                       |  |
|----|-----------------------|--|
| 1. | Project Name/Location | Aloft Miami Doral Exterior Painting                        |
|    | Owner Name            | Eurocon LLC  |
|    | Contact Person        | Vanessa Vielma   |
|    | Contact Telephone No. | 786-216-3882   |
|    | Email Address:        | vanessa@tmmanagementgrp.com                                |
|    | Yearly Budget/Cost    | \$ 58,000  |
|    | Dates of Contract     | From: <u>Jan 2018</u> To: <u>Mar 2018</u>                  |
|    | Project Description   | <u>Complete Exterior Painting of the exterior building</u> |
|    |                       |  |
|    |                       |  |
| 2. | Project Name/Location | Aloft Miami Doral  |
|    | Owner Name            | Eurocon LLC  |
|    | Contact Person        | Vanessa Vielma   |
|    | Contact Telephone No. | 786-216-3882   |
|    | Email Address:        | vanessa@tmmanagementgrp.com                                |
|    | Yearly Budget/Cost    | \$ 1,300,000   |

Dates of Contract From: Apr 2019 To: Nov 2019

Project Description 7 years renovations of the hotel including interior painting  
of all the areas and guest rooms of the hotel.

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

4. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

5. **Project Name/Location**

---

---

**Owner Name**

---

**Contact Person**

---

**Contact Telephone No.**

---

**Email Address:**

---

**Yearly Budget/Cost**

---

**Dates of Contract**

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Project Description**

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**END OF SECTION**



**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**ITB No. 2020-34**

I, Adolfo Miliani, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEIN: 81-1350620  
 FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Miliani Construction Corp  
 Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

<u>2051 NW 112 AVE</u>	<u>114</u>	<u>MIAMI</u>	<u>FL</u>	<u>33172</u>
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>ADOLFO MILIANI</u>	<u>11012 NW 73 ST DORAL FL 33178</u>	<u>10 %</u>
<u>MARIANGELICA TORRES</u>	<u>11012 NW 73 ST DORAL FL 33178</u>	<u>90 %</u>
		<u>%</u>

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Adolfo Miliani*  
Signature of Affiant

01-15-2021  
Date

ADOLFO MILIANI  
Printed Name of Affiant

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

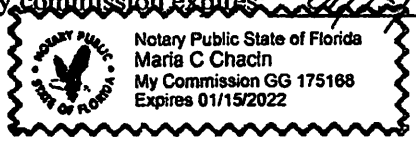
OR

Produced identification FDL M456-016-63-134-0

Notary Public-State of FLORIDA

FLORIDA DRIVER'S LICENSE  
Type of Identification

My commission expires: 01/15/2022



*Maria C. Chacin*  
Printed, typed, or stamped commissioned name of Notary Public

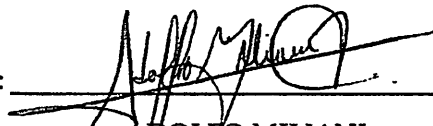
**NON-COLLUSION AFFIDAVIT**  
**ITB No. 2020-34**

State of FLORIDA )  
County of MIAMI - DADE ) SS

**BEFORE ME**, the undersigned authority, personally appeared ADOLFO MILIANI, who, after being duly sworn, deposes and states that all of the facts herein are true:

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

FURTHER AFFIANT SAYETH NOT

By:   
Print Name: ADOLFO MILIANI

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification FDL M456-016-63-134-0

Type of Identification FLORIDA DRIVER'S LICENSE

Notary Public-State of FLORIDA

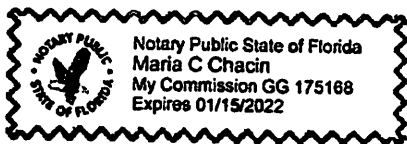
My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Maria C. Chacin

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]



Signature: \_\_\_\_\_

*Maria C. Chacin*



**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

**ITB No. 2020-34**

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

This sworn statement is submitted to the City of Doral, Florida

by: ADOLFO MILIANI - PRESIDENT  
(print individual's name and title)

for: MILIANI CONSTRUCTION CORP.  
(print name of entity submitting sworn statement)

whose business address is: 2051 NW 112 AVE SUITE 114 MIAMI FL 33172

and (if applicable) its Federal Employer Number (FEIN) is: 81-1350620  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

  
SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification FDL M456-016-63-134-0

Notary Public- State of FLORIDA

My commission expires: 01/15/2022



Maria C. Chacin

Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**ITB No. 2020-34**

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

1. This sworn statement is submitted to CITY OF DORAL  
by ADOLFO MILIANI  
for MILIANI CONSTRUCTION CORP.  
whose business address is 2051 NW 112 AVE SUITE 114 MIAMI FL 33172  
and (if applicable) its Federal Employer Identification number (FEIN) is 80-1350620 (IF the entity  
had no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)



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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

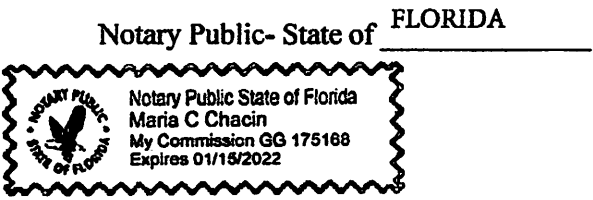
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_  
(Printed Name) ADOLFO MILIANI  
(Title) PRESIDENT

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_  
OR  
Produced Identification FDL M456-016-63-134-0

My commission expires: 01/15/2022



Maria C. Chacin  
Printed, typed, or stamped commissioned name of Notary Public

**DRUG-FREE WORKPLACE PROGRAM**  
**ITB No. 2020-34**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

MILIANI CONSTRUCTION CORP

does:

*(Name of Firm)*

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

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

ADOLFO MILLANI - PRESIDENT

01-15-2021

Name and Title

Date

Signature

MILIANI CONSTRUCTION CORP

Firm

2051 NW 112 AVE SUITE 114

MIAMI, FL 33172

Street address

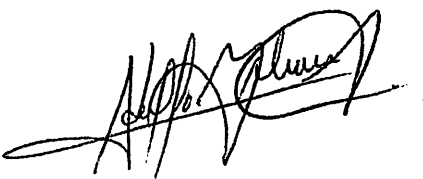
City, State, Zip code

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT  
ITB No. 2020-34**

STATE OF FLORIDA            }            }  
  }SS:  
COUNTY OF MIAMI DADE    }            }

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

By: ADOLFO MILIANI  
  
Title: PRESIDENT



The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification FDL M456-016-63-134-0

Type of Identification DRIVER LICENSE

Notary Public-State of FLORIDA

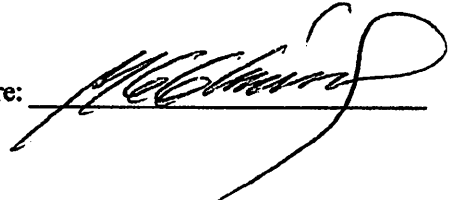
My commission number: 01/15/2022  
GG 175168

My commission expires: 01/15/2022

Maria C. Chacin  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]



Signature: 

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**


**ITB No. 2020-34**

I, ADOLFO MILIANI, PRESIDENT  
(Individual's Name) (Title)

of the MILIANI CONSTRUCTION CORP, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

  
\_\_\_\_\_  
Individual's Signature

01-15-2021

Date



**CONE OF SILENCE CERTIFICATION**

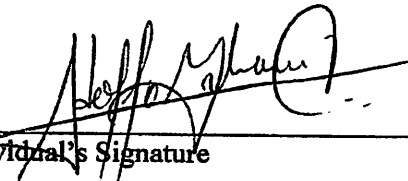
**ITB No. 2020-34**

I, ADOLFO MILIANI, PRESIDENT  
(Individual's Name) (Title)

of the MILIANI CONSTRUCTION CORP, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

  
\_\_\_\_\_  
Individual's Signature

01-15-2021  
Date

**TIE BIDS CERTIFICATION**

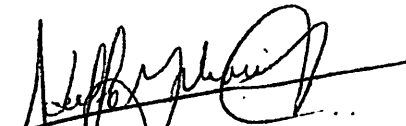
**ITB No. 2020-34**

I, ADOLFO MILIANI, PRESIDENT  
(Individual's Name) (Title)

of the MILIANI CONSTRUCTION CORP, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

  
\_\_\_\_\_  
Individual's Signature

01-15-2021  
Date

**RESPONDENT'S CERTIFICATION**

**ITB No. 2020-34**

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

MILIANI CONSTRUCTION CORP  
Name of Business

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of JANUARY, 2021 (year), by ADOLFO MILIANI who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification FDL M456-016-63-134-0

Type of Identification DRIVER LICENSE

Notary Public-State of FLORIDA

My commission number: GG 175168

My commission expires: 01/15/2022

Maria C. Chacin

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: [Handwritten Signature]



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI DADE

I HEREBY CERTIFY that a meeting of the Board of Directors of the  
MILIANI CONSTRUCTION CORP

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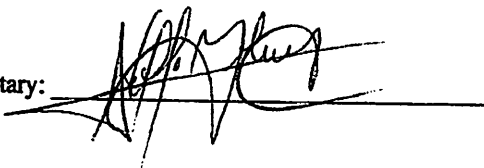
a Corporation existing under the laws of the State of FLORIDA, held on JANUARY 27, 20 16, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, JANUARY, 20 21, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 15, day of JANUARY, 20 21.

Secretary: \_\_\_\_\_



(SEAL)



**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

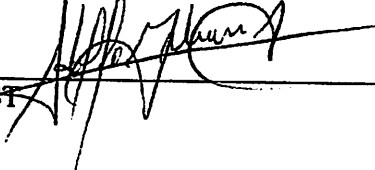
We MILIANI CONSTRUCTION CORP., hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Morgan Levy Park Painting**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

The O.J. Painting & Waterproofing Company  
(Subcontractor's Names)

\_\_\_\_\_ to comply with such act or regulation.

Miliani Construction Corp./Adolfo Miliani  
CONTRACTOR

  
ATTEST

BY: Adolfo Miliani



END OF SECTION

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Miliani Construction Corp.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input checked="" type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2051 NW 112th Ave. Suite 114</b></p> <p><b>6</b> City, state, and ZIP code <b>Miami, Florida, 33172</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1	-	1	3	5	0	6	2	0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <u>01-15-2021</u></p>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**EXHIBIT "A"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$4,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured  
Primary Insurance Clause Endorsement  
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

**II. Business Automobile Liability**

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$2,000,000

Coverage / Endorsement Required

Employees are covered as insureds  
City of Doral included as an additional insured

**III. Workers Compensation**

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident  
\$1,000,000 for bodily injury caused by disease, each employee  
\$1,000,000 for bodily injury caused by disease, policy limit

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.**

**Waiver of Subrogation in favor of City.**

**IV. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

**V. Professional Liability/Errors & Omissions**

Limits of Liability

Each Claim	\$5,000,000
Policy Aggregate	\$5,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

**VI. Cyber Liability**

**A. Limits of Liability**

Each Occurrence	\$5,000,000
-----------------	-------------

Including Liability for Data Breach, Media Content,  
Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

**VII. Crime Insurance/Fidelity Bonds – Third Party**

Crime Insurance or Fidelity Bonds covering theft of the City’s monies, securities, or products in the amounts of:

Per Employee/Incident	\$500,000
-----------------------	-----------

**Subcontractors’ Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.**

**Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.**

**Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.**

**EXHIBIT B: COLOR CODES**

<b>Location</b>	<b>Brand</b>	<b>Paint Color</b>	<b>Paint Code</b>	<b>Finish</b>
<b>Exterior Walls (Community Center + Restroom Building)</b>	Sherwin Williams	Pacer White	SW 6098	Flat
<b>Steel Doors</b>	Sherwin Williams	Antler Velvet	SW 9111	Gloss
<b>Baseboards</b>	Sherwin Williams	Kaffee	SW 6104	Gloss
<b>West Wall in Multipurpose Room 1</b>	Sherwin Williams	Portico	SW 7548	Satin
<b>Walls in Multipurpose Room 1, 2, 3</b>	Sherwin Williams	White Duck	SW 7010	Satin
<b>Lobby, Hallway, Foyer, Offices, Concession</b>	Sherwin Williams	White Duck	SW 7010	Satin
<b>Restroom Interiors</b>	Sherwin Williams	White Duck	SW 7010	Satin
<b>Interior Ceiling and Wood Lobby Ceiling</b>	Sherwin Williams	Pure White	SW 7005	Flat
<b>Wooden Canopy EXTERIOR</b>	Minwax	Water Based Helmsan Spar Urethane	Clear	Seal
<b>Keystone Tile on Community Center</b>	H&C	Hydro-Defend Water-Base Concrete &	Clear	Seal

		Driveway Protector		
Awning Frames	Sherwin Williams	Pacer White	SW 6098	Gloss

**Note: Final color selections will be confirmed after award.**

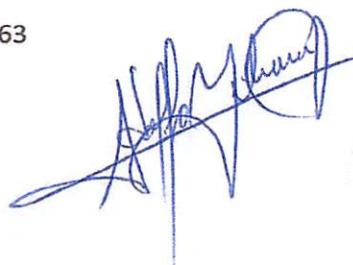
**EXHIBIT "C": BID SHEET**

<b>A. Exterior – Stucco, Soffits, Fascia, Doors</b>	<b>Bid Price</b>
1. Labor	\$5,735.00
2. Materials & Supplies	\$2,538.00
<b>SECTION A TOTAL:</b>	<b>\$8,273.00</b>
<b>B. Exterior – Wood Ceiling &amp; Soffits</b>	<b>Bid Price</b>
3. Labor	\$4,105.50
4. Materials & Supplies	\$1,859.50
<b>SECTION B TOTAL:</b>	<b>\$5,965.00</b>
<b>C. Interior – Walls, Baseboard, Doors, Ceilings</b>	<b>Bid Price</b>
5. Labor	\$3,984.75
6. Materials & Supplies	\$1,907.75
<b>SECTION C TOTAL:</b>	<b>\$5,892.50</b>
<b>D. Awning Frames</b>	<b>Bid Price</b>
7. Labor	\$852.00
8. Materials & Supplies	\$172.50
<b>SECTION D TOTAL:</b>	<b>\$1024.50</b>

<b>ADD-DEDUCT #1:</b>	<b>Bid Price</b>
<b>Natural Stone Tile, Window, Doors and Columns</b>	
9. Labor	\$2,012.50
10. Materials & Supplies	\$57.50
11. Sealer	\$460.00
<b>ADD/DEDUCT TOTAL:</b>	<b>\$2,530.00</b>

**GRAND TOTAL (SECTION A + B + C + D + ADD/DEDUCT #1):**

**\$ 23,685.00**






**Exhibit “C”**  
**Payment Form**

**Application For Payment No. \_\_\_\_\_**

To: City of Doral  
From: \_\_\_\_\_  
Agreement: \_\_\_\_\_  
Project: \_\_\_\_\_  
City's Agreement No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

---

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	\$ _____

Accompanying Documentation: \_\_\_\_\_

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**Contractor's Certification:**

The undersigned Contractor certifies that (1) all previous progress payments received from City on account of Work done under the Agreement referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to City indemnifying City against any such lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Agreement Documents and not defective.

\_\_\_\_\_  
Date Contractor

By: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_  
\_\_\_\_\_  
City's Representative

## **APPLICATION FOR PAYMENT INSTRUCTIONS**

### **A. GENERAL INFORMATION**

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by City and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage.

### **B. COMPLETING THE FORM**

The Schedule of Values, submitted and approved, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

### **C. LEGAL REVIEW**

All accompanying documentation of a legal nature, such as lien waivers, should be reviewed by an attorney.

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUE \$ AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
<b>TOTAL</b>			\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2021

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).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID: (Cornerstone) c/o Cornerstone Capital Group, Inc. 10 Willow Road, Building 3, Suite 151 Maple Shade, NJ 08052	<b>CONTACT NAME:</b> Jessi Crumb <b>PHONE (A/C No. Ext):</b> 870-376-2871 <b>FAX (A/C No):</b> <b>E-MAIL ADDRESS:</b> coi.requests@cornerstonepeo.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : SUNZ Insurance Company</td> <td>34762</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SUNZ Insurance Company	34762	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Cornerstone Capital Group, Inc. 10 Willow Road, Building 3 Suite 151 Maple Shade NJ 08052														

**COVERAGES**

CERTIFICATE NUMBER: 60116828

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC005-00001-021	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Milliani Construction Corp  
 Client Effective: 6/29/2020

**CERTIFICATE HOLDER****CANCELLATION**

1617 City of Doral 8401 NW 53rd Terrace Doral, Fl 33166.	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  Rick Leonard
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ACORD 25 (2016/03)

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