

## SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 13 day of February, 2018 by and between the City of Doral (hereinafter called the "CITY") and VisualScape, Inc. (hereinafter called "CONTRACTOR") located at: 17801 NW 137 Ave. Miami, FL 33018.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of Doral Boulevard Median Landscape Improvements from the Homestead Extension of Florida's Turnpike (HEFT) to NW 97<sup>th</sup> Ave., all in accordance with the construction drawings.

### ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

21 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Jorge Gomez, P.E., Public Works Director, at City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

22 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is \_\_\_\_\_, \_\_\_\_\_.

N/A

N/A

23 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Todd Mohler, RLA, ISA, Keith & Schnars, 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309.

### ARTICLE 3 – TERM

3.1 Contract Times. The Work shall be substantially completed within ***one hundred and fifty (150) calendar days*** after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within ***one hundred and eighty (180) calendar days*** after the date specified in the Notice to Proceed ("Final Completion").

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

**3.4** Liquidated Damages. 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 in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$1,584.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,584.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

**3.5** Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion contractor services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

**3.6** Monies due to the CITY under Sections 3.4 and 3.5 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.

#### **ARTICLE 4 – CONTRACT PRICE**

**4.1** CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article. The CONTRACTOR shall provide the Work at a not to exceed amount of **\$1,395,000.45, One Million Three Hundred Ninety-Five Thousand Dollars and Forty-Five Cents.**

**4.1.1** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

**4.2** The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

#### **ARTICLE 5 – PAYMENT PROCEDURES**

**5.1** CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

**5.2** BASIS OF PAYMENT: **Payment during the installation period:** the schedule of values will be the basis for determining the monthly installation payments. Ninety one percent of the total contract

amount will be paid during the installation period. Prepare a monthly progress invoice for work completed during the installation period and submit the progress invoice to the CITY. The CITY will pay for work upon progress invoice approval. The invoice must consist of the following:

- Contract number, invoice number, invoice date and the period that the invoice represents.
- The basis for arriving at the amount of the progress invoice including quantities of work completed, less payments previously made.
- Contract summary showing the percentage of dollar value of completed work based on the present contract amount and the percentage of days used based on the present contract days.

**Payment during the establishment period:** the monthly inspection report will be the basis for determining monthly establishment payments. During the establishment period, up to nine percent of the total contract amount will be paid in 12 equal monthly payments, subject to the completion of the deficiencies noted in the monthly inspection report. If deficiencies identified in the landscape monthly inspection form, or after inspection by the CITY, remain incomplete before the next scheduled monthly inspection, a monthly establishment payment will be forfeited.

**5.3** Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

**5.3.1** No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

**5.4** The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion.

**5.4.1** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

**5.5** The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

**5.6** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors,

materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property owner, person or entity CITY may be required to indemnify against any lien or claim.

**5.7** Final Payment. Upon final acceptance of the establishment period, in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

#### **ARTICLE 6 – INSURANCE/INDEMNIFICATION.**

**6.1** Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

**6.2** Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

#### **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS.**

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

**7.1** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

**7.2** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.3** CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

**7.4** CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms

and conditions of the Contract Documents.

**7.5** The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

**7.6** The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.7** The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.8** The CONTRACTOR warrants the following:

**7.8.1** Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**7.8.2** Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.8.3** Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

**7.8.4** Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

**ARTICLE 8 – CONTRACT DOCUMENTS.**

**8.1** The Contract 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 Contract as though physically attached as a part thereof:

**8.1.1** Change Orders.

**8.1.2** Field Orders.

- 8.1.3** Contract for Construction.
- 8.1.4** Exhibits to this Contract.
- 8.1.5** Supplementary Conditions.
- 8.1.6** General Conditions.
- 8.1.7** Any federal, state, county or city permits for the Project
- 8.1.8** Specifications bearing the title: Bid Package (Exhibit "X")
- 8.1.9** Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Plans for the Proposed Doral Boulevard Median Landscape Improvements From HEFT to NW 97<sup>th</sup> Avenue
- 8.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [ ] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## **ARTICLE 9 – MISCELLANEOUS.**

**9.1** Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

**9.2** Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**9.3** CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**9.4** Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

**9.5** Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

**9.6** Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

**9.7** Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

**9.8** Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**9.9** Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY: Edward Rojas,  
City Manager City of Doral  
8401 NW 53<sup>rd</sup> Terrace Doral,  
Florida 33166

WITH COPY TO: Daniel Espino  
City Attorney  
Weiss, Serota, Helfman, Cole & Bierman, PL  
2525 Ponce De Leon, Suite 700Miami,  
Florida 33134

FOR CONTRACTOR: Ivan Vila  
President  
VisualScape, Inc.  
17801 NW 137 Avenue  
Miami, Florida 33018

**9.10 WAIVER OF JURY TRIAL AND VENUE.** The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

**9.11 Attorneys' Fees.** If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

**9.12 Amendments.** This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B". IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the 13 day of February, 2018, and by VisualScape, Inc. (*Contractor*), signing by and through its President, duly authorized to execute same.



WITNESS

By:   
(Signature and Corporate Seal)

Jose M. Quintero, Chief Estimator  
(Print Name and Title)

CONTRACTOR

VisualScape Inc.  
(Contractor)

  
(Signature)

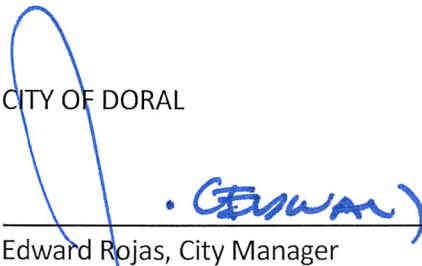
Ivan Vila, President  
(Print Name and Title)

13 day of March, 2018.

ATTEST

  
Connie Diaz, City Clerk

CITY OF DORAL

  
Edward Rojas, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE CITY OF DORAL ONLY:

  
Weiss, Serota, Helfman, Cole & Bierman, PL  
City Attorney

(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ivan Vila, certify that I am the President of VisualScape Inc. and that Ivan Vila, who signed the Bid with the City of Doral, Miami-Dade County, Florida for Doral Boulevard Median Landscape, is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 13 day of March, 2018.

(SEAL)

Signature



Ivan Vila, President

Type Name and Title

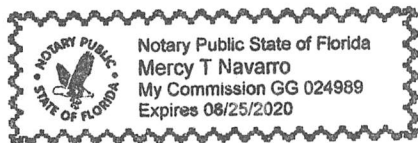
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 13 day of March, 2018

My Commission Expires:



Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Ivan Vila, certify that I am the President of VisualScape Inc., who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled Doral Boulevard Median Landscape Improvement, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

Only Ivan Vila is authorized to sign for VisualScape Inc.  
(Signature) (Typed Name) (Title)

\_\_\_\_\_  
(Signature) (Typed Name) (Title)

\_\_\_\_\_  
(Signature) (Typed Name) (Title)

Signed and sealed this 13 day of March, 2018.



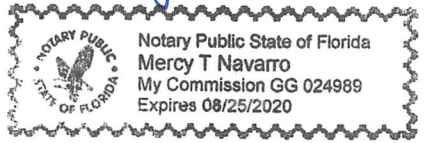
(SEAL)   
Signature

Ivan Vila, President  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 13 day of March, 20 18

My Commission Expires:  
  
Notary Public



**SECTION 00510 – NOTICE OF AWARD**

To: VisualScape, Inc.  
17801 NW 137 Avenue  
Miami, FL 33018

PROJECT DESCRIPTION: City of Doral - **Doral Boulevard Median Landscaping Improvements, ITB #2017-34** in accordance with Contract Documents as prepared by the City

and

The City has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral - **Doral Boulevard Median Landscaping Improvements, ITB #2017-34** in a not to exceed amount of **\$1,395,000.45**

**One Million Three Hundred Ninety-Five Thousand Dollars and Forty-Five Cents.**

(Written Amount)

You are required by the instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: 

Title: City Manager

Dated this 6 day of MARCH, 2018.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledge by

VisualScape, Inc.

this the 9th day of March, 2018

By:  Ivan Vila

Title: President

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

**SECTION 00600 - BONDS AND CERTIFICATES**

**SECTION 00612 - FORM OF PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Visualscape, Inc. as Principal, hereinafter called Contractor, and Platte River Insurance Company, as Surety, are bound to the City of Doral, Florida as Obligee, hereinafter called City, in the amount of Dollars (\$ 1,395,000.45 ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB# 2017-34, awarded the 13 day of February, 2018, with the City of Doral for Doral Boulevard Median Landscape Improvements from HEFT to NW 97<sup>th</sup> Ave., ITB #2017-34 in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

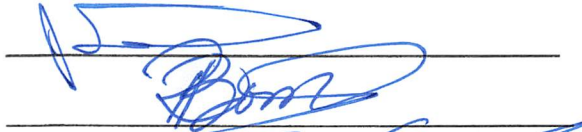
1. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney's fees including attorney's fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this 16th day of March, 2018.

WITNESS:

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 By: I. Vila  
 \_\_\_\_\_

(Signature and Title)

(CORPORATE SEAL)

Ivan Vila, President

(Type Name and Title signed above)

VisualScape, Inc.  
 \_\_\_\_\_

(Name of Corporation)

WITNESS:  
 \_\_\_\_\_

**The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.**

Secretary

By: Ivan Vila, President  
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY: Platte River Insurance Company

By: Charles D. Nielson  
Charles D. Nielson  
\*Agent and Attorney-in-Fact

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

P.O. Box 5900

(Street) \_\_\_\_\_

(City/State/Zip Code) Madison, WI 53705

Telephone No.: (608) 829-4200

\* (Power of Attorney must be attached)

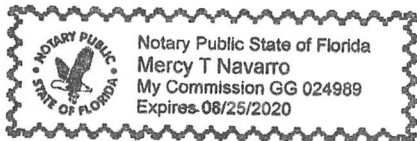
State of Florida

County of Miami-Dade

On this, the 19<sup>th</sup> day of March, 2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer), Ivan C. Vila, President (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation. Visualscape, Inc., a Florida

WITNESS my hand

and official seal



Mercy T. Navarro

Notary Public, State of

Florida



Printed, typed or stamped name of Notary  
Public exactly as commissioned

Personally known to me, or

Produced identification: \_\_\_\_\_

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ivan Vila, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that Ivan Vila, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

VisualScape, Inc.

\_\_\_\_\_  
(Name of Corporation)

END OF SECTION

**SECTION 00614 - FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, VisualScape, Inc.  
as Principal, hereinafter called Contractor, and Platte River Insurance Company  
as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount  
of One Million Three Hundred Ninety Five Thousand and 45/100 Dollars (\$ 1,395,000.45) for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB# 2017-34,  
awarded the 13 day of February, 2018, with City of Doral for Doral Boulevard Median Landscaping  
Improvements, ITB #2017-34, in accordance with drawings (plans) and specifications which Contract  
is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for: Doral Boulevard Median Landscaping Improvements, ITB #2017-34, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
3. Warranty – The contractor will be obligated to correct any and all defective or faulty work or materials for a period of one (1) year after the final acceptance.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

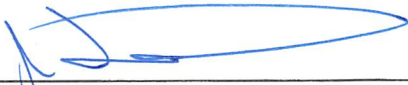
- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified,

responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral to Contractor.


No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

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

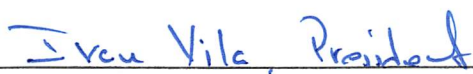
Signed and sealed this 16th day of March, 2018.

WITNESSES:   
(Name of Corporation) VisualScape, Inc.

By:   
Secretary

  
(Signature and Title)

(CORPORATE SEAL)

  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: Platte River Insurance Company

By:

\*(Agent and Attorney-in-Fact)

Charles D. Nielson  
Charles D. Nielson, Attorney-in-fact

Address:

(Street)

P.O. Box 5900, Madison, WI 53705

(City/State/Zip Code)

Telephone No.: (608 ) 829-4200

\* (Power of Attorney must be attached)

State of Florida

County of Miami-Dade

On this, the 19<sup>th</sup> day of March, 20 18 before me, the undersigned

Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of Corporate officer), Ivan C. Vila, President (title), of Visualscape, Inc. (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal



Mercy T Navarro

Printed, typed or stamped name of Notary Public  
exactly as commissioned

Notary Public, State of Florida

Personally known to me, or

Produced identification:

\_\_\_\_\_

(type of identification produced)

Did take an oath, or

Did not take an oath

\_\_\_\_\_

Bonded by: \_\_\_\_\_

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41380245

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON-----

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

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

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

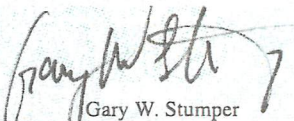
“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory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

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

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


IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

  
Gary W. Stumper  
President  
Surety & Fidelity Operations

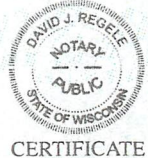


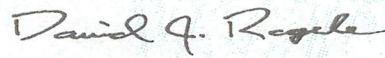
PLATTE RIVER INSURANCE COMPANY

  
Stephen J. Sills  
CEO & President

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

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 16TH day of MARCH, 2018



  
Antonio Celii  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

3/12/2018

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> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b>		<b>FAX (A/C No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : Hartford Fire Insurance Company			19682
INSURER B : Associated Industries Insurance Co, Inc.			23140
INSURER C : Hartford Casualty Insurance Company			29424
INSURER D : Seneca Insurance Company, Inc.			10936
INSURER E :			
INSURER F :			

**INSURED** VisualScape, Inc.  
 1422444 15980 NW 117 Ave.  
 Miami FL 33018

**COVERAGES**                      **CERTIFICATE NUMBER:** 15263467                      **REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	20UEN0K3757	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	20UEN0K3757.	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	20HHU0K3758	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<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	N/A	AWC1097845	1/1/2018	1/1/2019	<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
D	Inland Marine/ Contractor's Equipment:	N	N	1219221888	1/1/2018	1/1/2019	See Attached

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Doral Boulevard Median Landscape Improvements from the Homestead Extension of Florida's Turnpike (HEFT) to NW 97th Ave. The Certificate Holder is named as Additional Insured as respects to General Liability, Auto Liability, and Umbrella Liability. Waiver of Subrogation is granted in favor of the Additional Insured's as respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

**CERTIFICATE HOLDER**

15263467  
 City of Doral  
 8401 NW 53rd Terrace  
 Doral FL 33166

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**INLAND MARINE / CONTRACTORS EQUIPMENT LIMITS:**

Owned Scheduled Equipment \$277,116

Miscellaneous Unscheduled Equipment:  
\$125,000 Per Occurrence, Maximum any  
one item \$10,000

Leased or Rented Equipment: \$250,000 Per  
Occurrence, Maximum any one item  
\$100,000

**RESOLUTION No. 18-31**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-34, "DORAL BOULEVARD MEDIAN LANDSCAPING IMPROVEMENTS (HEFT TO NW 97 AVENUE)," TO VISUALSCAPE, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING AN AGREEMENT BETWEEN THE CITY AND VISUALSCAPE IN AN AMOUNT NOT TO EXCEED \$1,534,500.50 FOR THE LANDSCAPE, IRRIGATION, AND LIGHTING IMPROVEMENTS ALONG DORAL BOULEVARD BETWEEN THE HOMESTEAD EXTENSION TO THE FLORIDA TURNPIKE (HEFT) AND NW 97 AVENUE; AUTHORIZING THE CITY MANAGER TO TRANSFER \$300,000.00 FROM ACCOUNT # 001.80005.500340 TO ACCOUNT # 001.80005.500631 IN ORDER TO FULLY FUND THE PROJECT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Invitation to Bid #2017-34 ("ITB") for "Doral Boulevard Median Landscape Improvements" (the "Project"), the City of Doral (the "City") received three (3) bids by the January 23, 2018 deadline with all three (3) companies meeting the required criteria; and

**WHEREAS**, upon review of bids received, staff determined that VisualScape was the lowest most responsive and responsible bidder (the "Contractor"); and

**WHEREAS**, a copy of Contractor's Bid Submittal which includes the Construction Contract, ITB #2017-34 Inventory, and Bid Tabulation are all attached as Exhibit "A"; and

**WHEREAS**, the City Council finds that accepting the bid and entering into a contract for the Project with the Contractor in a not to exceed amount of \$1,534,500.50,

which includes a 10% contingency for any unforeseen conditions, is in the best interest of the City.

**WHEREAS**, a budget transfer in the amount of \$300,000.00 from account # 001.80005.500340 to account # 001.80005.500631 is required to fully fund the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Award.** The ITB is hereby awarded to Visual Scape, the lowest, most responsive and responsible bidder, in accordance with submittal, which is incorporated herein and made a part hereof by. This award, in and of itself, absent an agreement with the City, does not vest Visual Scape with any rights.

**Section 3. Authorization.** The City Manager is authorized to finalize and execute an agreement with Visual Scape, in the amount of \$1,534,500.50 (which includes a 10% contingency for any unforeseen conditions), and expend budgeted funds in furtherance hereof. If the City Manager is unable to reach an agreement with Visual Scape, the City Manager is further authorized to negotiate with the next lowest bidder successively, until an agreement for the required services is reached. The City Manager is authorized to make a budget transfer in the amount of \$300,000.00 from account # 001.80005.500340 to account # 001.80005.500631; funding for this request is available from the Transportation Fund Account # 101.80005.500631 (\$1,234,500.00) and from the General Fund Account # 001.80005.500631 (\$300,000) after a transfer from Account # 001.80005.500340;

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

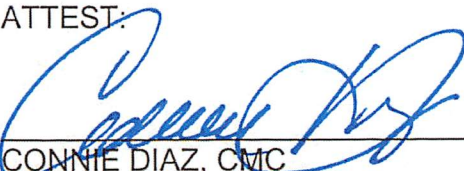
**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:  
  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY