

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2025-29**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-16, A REQUEST FOR PROPOSALS FOR UNDERGROUND UTILITY LOCATE SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH VENEGROUP SERVICES D/B/A VNG UTILITY LOCATORS OF DORAL, FLORIDA.

WHEREAS, First, the Bonaventure Development District (“BDD”) and the Indian Trace Development District (“ITDD”) are dependent special districts of the City of Weston (“City”) for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both the BDD and the ITDD; and

WHEREAS, Third, the City requires services to provide all labor, supervision, equipment, supplies, tools, materials, operator training, safety measures and all other necessary incidentals required to manage and respond to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities including but not limited to wastewater facilities, water facilities, irrigation main lines, electrical street light wiring, and fiber optic cable in the requested area; and

WHEREAS, Fourth, funding is appropriated in the Fiscal Year 2025 Budget BDD Rights-of-Way Fund - Locate Tickets, ITDD - Locate Tickets, and ITDD Enterprise Fund – Water and Sewer, Water & Sewer Repairs & Maintenance; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Request for Proposals for Underground Utility Locate Services, RFP No. 2024-16 (the “RFP”); and

WHEREAS, Sixth, the City prepared the RFP, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer’s financial ability to perform the services described in the Agreement; 2) the qualifications of the proposer’s professional and technical personnel utilized to perform the services pursuant to this RFP and Agreement; 3) the proposer’s experience and performance in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software; and 4) the proposer’s total cost of services as provided in the Exhibit B - Fee Schedule; and

WHEREAS, Seventh in compliance with Chapter 32 of the Code, beginning December 18, 2024, the RFP was issued and advertised in the Sun-Sentinel, on the City’s website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from the City’s website and Onvia DemandStar; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-16, A REQUEST FOR PROPOSALS FOR UNDERGROUND UTILITY LOCATE SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH VENEGROUP SERVICES D/B/A VNG UTILITY LOCATORS OF DORAL, FLORIDA.

WHEREAS, Eighth on January 7, 2025, eight (8) individuals from a total of three (3) firms participated at the mandatory Pre-Proposal Conference held virtually through Cisco Webex; and

WHEREAS, Ninth, on January 8, 2025, the City issued Addendum #1; and

WHEREAS, Tenth, on January 13, 2025, five (5) individuals from a total of two (2) firms participated at a second mandatory Pre-Proposal Conference held virtually through Cisco Webex; and

WHEREAS, Eleventh, on January 15, 2025, the City issued Addendum #2; and

WHEREAS, Twelfth, on January 21, 2025, the proposals were due, and the following two proposals were received and opened: Craig A. Smith & Associates, LLC of Deerfield Beach, Florida and Venegroup Services, Inc. d/b/a VNG Utility Locators of Doral, Florida; and

WHEREAS, Thirteenth, on February 10, 2025, the Selection Committee consisting of Kara Petty, Director of Parks & Recreation; Cindy Tao, Director of Accounting; and Jerrylee Camacho, IT Manager, met at a publicly noticed virtual meeting held using Cisco Webex, to review the proposals; and

WHEREAS, Fourteenth, the Selection Committee deemed both proposers to be responsive and responsible, and ranked Venegroup Services, Inc. d/b/a VNG Utility Locators of Doral, Florida as number one and Craig A. Smith & Associates, LLC of Deerfield Beach, Florida as number two; and

WHEREAS, Fifteenth the City Commission desires to accept and ratify the rankings of the Selection Committee; and

WHEREAS, Sixteenth, the City Commission finds it in the best interest of the residents of the City to award and approve the Agreement for Underground Utility Locate Services to Venegroup Services, Inc. d/b/a VNG Utility Locators of Doral, Florida.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida and as the governing board of the Bonaventure Development District, and as the governing board of the Indian Trace Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The rankings of the Selection Committee for RFP No. 2024-16, Underground Utility Locate Services are accepted and ratified.

Section 3: The Agreement for Underground Utility Locate Services with Venegroup Services, Inc. d/b/a VNG Utility Locators of Doral, Florida is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-16, A REQUEST FOR PROPOSALS FOR UNDERGROUND UTILITY LOCATE SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH VENEGROUP SERVICES D/B/A VNG UTILITY LOCATORS OF DORAL, FLORIDA.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 3<sup>rd</sup> day of March 2025.

\_\_\_\_\_  
Margaret Brown, Mayor of the City of Weston  
Chair of the Indian Trace Development District  
Chair of the Bonaventure Development District

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

  
\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Andrade	<u>Yes</u>
Vice Mayor Mead	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-16, A REQUEST FOR PROPOSALS FOR UNDERGROUND UTILITY LOCATE SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH VENEGROUP SERVICES D/B/A VNG UTILITY LOCATORS OF DORAL, FLORIDA.

**Exhibit "A"**

Agreement among the City of Weston, Florida, and as the Governing Board of the Bonaventure Development District, and as the Governing Board of the Indian Trace Development District, with Venegroup Services, Inc. d/b/a VNG Utility Locators of Doral, Florida for Underground Utility Locate Services, RFP No. 2024-16.

*(See Following 52 Pages)*

AGREEMENT  
AMONG THE  
CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT  
BONAVENTURE DEVELOPMENT DISTRICT  
AND  
VENEGROUP SERVICES, INC. D/B/A VNG UTILITY LOCATORS  
FOR  
UNDERGROUND UTILITY LOCATE SERVICES  
RFP NO. 2024-16

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and Venegroup Services, Inc. d/b/a VNG Utility Locators ("CONTRACTOR") for Underground Utility Locate Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Underground Utility Locate Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on \_\_\_\_\_, CITY adopted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of proposals for Underground Utility Locate Services and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER Venegroup Services, Inc. d/b/a VNG Utility Locators; and

WHEREAS, CITY Commission has selected CONTRACTOR for Underground Utility Locate Services, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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## SECTION 1

### TERM AND TERMINATION

#### 1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until May 30, 2028, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

#### 1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the CITY Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other

than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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## SECTION 2

## SCOPE OF WORK

### 2.1 Intent

The scope of work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, operator training, safety measures and all other necessary incidentals required to manage and respond to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities including but not limited to wastewater facilities, water facilities, irrigation main lines, electrical street light wiring, and fiber optic cables in the requested area. CONTRACTOR shall be capable of accessing and reading GIS online utility maps along with digital and hard copy as-built drawings and make arrangements with ticket submitters to respond to the tickets.

### 2.2 Level of Service

- A. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.
- B. The CONTRACTOR shall be responsible for all aspects of the work.

### 2.3 Locations

Tickets received from Sunshine State One Call can be called in for any project which may intersect the boundary of the CITY, potentially impacting the utilities. These utilities include Water, Sewer, Drainage (Stormwater infrastructure), Irrigation, Electrical, and Fiber Optic.

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## SECTION 3

### STANDARDS OF WORK

#### 3.1 Project Intent

CONTRACTOR shall provide a service of managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software and properly marking the city owned utilities in the requested area.

#### 3.2 Duties and Responsibilities of CONTRACTOR:

- A. Provide sufficient qualified staff, office, and field equipment (computer communications equipment) compatible with and capable of interacting with the One Call Ticket Management System and Software
- B. Use City-provided digital prints and GIS maps; may use hard copy prints when GIS and digital prints are unavailable
- C. Field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and/or dispatch from the CITY. The Field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information where and when possible for the purpose of conducting facility locations.
- D. The CONTRACTOR will store and safeguard all CITY provided location maps or records made available for locating purposes in a clean, dry area in their facility. The CITY shall provide the CONTRACTOR, if available or applicable, with a computerize GIS application containing a database to the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the CITY. The CONTRACTOR understands that the maps furnished by the CITY shall be approximate general locations of the CITY's buried facilities and that the accuracy is not guaranteed. In areas where the CITY's maps / GIS do not show underground systems and underground systems do exist, the CONTRACTOR / locator will not be held responsible. Where the CITY's maps do show underground systems, the CONTRACTOR will be responsible for locates as described in this contract. The CONTRACTOR must use its equipment, knowledge and experience to locate all facilities on the ground at the locate site.
- E. The CONTRACTOR will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The CONTRACTOR agrees to the records retention period also set forth in this contract.
- F. The CONTRACTOR will be responsible for making arrangements with all excavators for locate requests. As per Florida Statute 556.105, all locate requests shall be processed within two (2) business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meetings are required only when the extent and location of an excavation is undeterminable from written or verbal communications or when requested by the contract administrator.

- G. Request to locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, centerline of the street or right of way line inclusive of both sides of the street and shall include any intersection and up to 50 feet in either direction of the intersection. When a request to locate is determined to be in excess of the 500 linear foot limit, at the locating CONTRACTOR's discretion, the excavation site CONTRACTOR will be contacted in order for a new Sunshine State One Call ticket to be generated. Tickets will be billed in increments of 500 linear feet. If multiple Standard Locate tickets are called in the same area or street on the same day and are within 500 linear feet of each other, the CONTRACTOR will respond to the tickets and mark all facilities in a single field visit. The first ticket response will be billed at full price, while the rest of the tickets within 500 linear feet will incur a lesser cost since all tickets only require a single field visit.
- H. Each locate request shall require a field visit to the Excavation site by the CONTRACTOR, and a visual examination must be made to determine if the conflict exists between the CITY's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.
- I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight-hour work day or during weekends and holidays; when conditions exists and cannot wait until the next normal work day. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request.
- J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the CONTRACTOR has visited the site, if excavation is white-lined pursuant to statute.
- K. The CONTRACTOR will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the CITY a written report of said investigation within seven (7) calendar days following the actual damage notification. The CONTRACTOR will maintain a copy of such written reports for period of three (3) years. Upon the request, the CONTRACTOR will give testimonial support in cases deemed necessary by the CITY.
- L. The CONTRACTOR must use equipment and technology current at the time of award and every means necessary to locate and mark the CITY's underground systems. All locating equipment or devices being used by the CONTRACTOR are subject to the CITY's approval prior to or during the execution of this contract.
- M. The CONTRACTOR shall promptly notify the CITY in writing, of any discrepancies or omissions in any of the CITY's records, or other information provided to the CONTRACTOR by the CITY.

- N. CONTRACTOR's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the locating and marking task. They shall represent the CONTRACTOR in a courteous and professional manner at all times. The CONTRACTOR agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the CITY, in accordance with recommendations made by the Contract Administrator.
- O. If for any reason, except for incorrect Facility location information, the excavating CONTRACTOR damages CITY's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating CONTRACTOR, the locating CONTRACTOR shall be responsible for cost of repairs. In the event that neither the excavating CONTRACTOR or the locating CONTRACTOR accept responsibility for such damage, the CITY shall make or cause to be made the required repairs and submit a bill of all related costs to the CONTRACTOR the CITY determines to be responsible.
- P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four inches plus one half the diameter of the underground facility.
- Q. Receive and record locate requests from Sunshine State One Call during business days and during the office hours of the CITY (8:00 a.m. through 5:00 p.m. on business days.)
- R. All locates will require the taking of digital photos to record the site conditions and placement of the surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequential serial numbering. A minimum of three (3) photos per ticket is required.
- S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the CITY. Prior to the CONTRACTORs commencements of the additional services, the CITY must specifically approve such additional services and the costs charged will be negotiated as needed.
- T. The CONTRACTOR shall have the capability of performing GPS coordinates with their own staff. The GPS coordinates are to be in State Plane Coordinate System (NAD 1983 2011 Update) and the readings are to have an accuracy rate for the utilities in the sub-meter accuracy range. For a vacuum excavation, a single GPS locate for each underground utility shall be performed. When excavation, traverse an area up to 500 foot limit a set of two GPS points shall be performed establishing a straight line. In no instance shall locating CONTRACTOR be required to perform more than six (6) GPS locates per request to locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year, it shall be required by the CONTRACTOR, to provide a data CD-ROM of any GPS coordinate taken on CITY facilities.

- U. For every Sunshine One Call Ticket received – One Standard Locate Fee shall be charged for every 500 foot increment, or portion thereof, located in conjunction with the request – irrespective of quantity of types of CITY owned underground infrastructure identified.

### 3.3 Record Keeping, Reporting, and Invoicing:

1. The CONTRACTOR shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. CONTRACTOR must provide the CITY with access to the ticket management system for the purpose of evaluating CONTRACTOR performance.
2. The CONTRACTOR agrees to maintain records to support all work performed and all items billed to the CITY and shall retain all such records for a period of three (3) years.
3. The CONTRACTOR must retain all digital files or other written messages for locate requests for three (3) years. Any verbal requests for locates or other items of work not followed by a teletype message will be recorded and retained also.
4. The CITY may request from the CONTRACTOR, at no additional cost, documentation on all or randomly selected locate request received for each billing period.
5. The CONTRACTOR shall prepare a written report of all investigations of incidents or damages concerning accuracy of the locate or locates including names, measurements, addresses, methods, pictures, or other pertinent information in relation to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after the reported marking error.
6. Ordinarily emergency locate requests shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the CITY.
7. Invoicing by the CONTRACTOR shall be performed on a monthly basis and will include the following:
  - a) The Purchase Order Number
  - b) The period during which the services were performed (the Billing Period)
  - c) The total number of Locate Requests received
  - d) A detailed line analysis displaying the Unit Description—from the Bid Items—quantity of services performed, unit cost, and total line cost
8. The monthly report to accompany and support the invoice will include an itemized tabulation which shows the following information with respect to each locate request the CONTRACTOR received, in both PDF and EXCEL formats, including at a minimum the following:
  - a) Ticket Number
  - b) Locate Date
  - c) Type of Request
  - d) Disposition of Request
  - e) Equipment Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation

9. In the event of a locate assignment which is not completed, the CITY shall not pay for the relocate.

#### 3.4 Traffic Control:

The CONTRACTOR shall obey all traffic laws and comply with all the requirements, rules and regulation of the Florida State Department of Transportation, the County, and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., as necessary for the protection of traffic on public roadways.

#### 3.5 Damage to Public Or Private Property:

Any damage to any public or private property caused by the CONTRACTOR as a result of any activity included in this document will be repaired to the CITY's complete satisfaction at no additional cost to the CITY, including downstream and upstream line segments, pumping stations, roads, etc. All costs incurred by the CITY, including that of labor and material will be recovered from the CONTRACTOR.

#### 3.6 Item Descriptions:

##### A. Standard Locate:

1. Receive SSOCOF Request to Locate Ticket, travel to requested site and perform facility locate utilizing standard RF electromagnetic instrument (such as MetroTech, Radio Detection, Pipehorn) to ascertain the horizontal position of the CITY's buried facilities. The subject facilities must be toneable (conductive or able to carry a tone frequency via a conductive element).
2. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of CITY facilities within 24 inches from the outside diameter of the facility in accordance with FS 556.
3. Complete online ticket response utilizing proper response codes in accordance with FS 556.
4. Standard Locate consists of all CITY facilities with a 500 linear foot area, irrespective of width or number of facilities. CONTRACTOR will be paid one Standard Locate Unit Fee for every 500 linear foot increment, or portion thereof, located in accordance with the SSOCOF Request to Locate Ticket.
5. If multiple Standard Locate tickets are called in the same area or street on the same day and are within 500 linear feet of each other, the CONTRACTOR will respond to the tickets and mark all facilities in a single field visit. The first ticket response will be billed at full price, while the rest of the tickets within 500 linear feet will incur a lesser cost since all tickets only require a single field visit.

##### B. Standard Locates Need to be Met by One or More of the Following Conditions:

1. Facility made of conductive material.
2. Facility is nonconductive material but includes a toneable tracer wire.

3. Accurate facility system information is available and sufficient superficial facility component are present, to produce and locate with an acceptable degree of confidence.
  4. Most of the locates are standard and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, GIS, and/or guided by superficial Facility components to include but not limited to:
    - a) Force mains
    - b) Sanitary sewers
    - c) Potable water pipe
    - d) Hydrants
    - e) Valves and manholes
- C. Reasonable Accuracy: Locating the approximate horizontal location of an Underground Facility to the specifications required by applicable laws.
- D. Locate with Ground Penetrating Radar (GPR):
1. GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases, factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
  2. Upon determination that a CITY's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire) GPR shall be used to accurately locate and mark the facility. Facilities consisting of plastic, PVC, HDPE, clay, wood, transite, ACP, PE, Orangeburg, Corrugated Paper, fiber optic or concrete, are non- conductive. Such facilities are therefore non-toneable and invisible to standard RF electromagnetic instruments. GPR will be used to locate these facility types.
  3. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of CITY facilities within 24 inches from the outside diameter of the facility in accordance with FS 556.
  4. Locate with GPR consists of all CITY facilities within the SSOCOF Request to Locate Ticket. One unit quantity of GPR Locate will be paid for use of the GPR system in conjunction with a Standard Locate.
- E. Locate with Vacuum Excavation:
1. When Standard Locates techniques and GPR fails, the alternative is to locate the underground facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.

2. Upon determination that a CITY's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire) or is toneable but does not return a readable signal and Ground Penetrating Radar has proven ineffective in locating the subject facility or facilities, Vacuum Excavation shall be used to accurately locate and mark the facility.
3. Coordinate with utility agency/owners as required by FS 556.
4. Identify all utility owners in the assigned area.
5. Neatly cut and remove existing paving. Cut area not to exceed 225 square inches.
6. Excavate using a method enabling vertical as well as horizontal exploration through this cut
  - i. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.
  - ii. Be responsible for any damage to the utility during excavation of same. Provide a visual survey marker. This marker shall be placed directly over (plumb to) the centerline or edge of the utility as appropriate. The marker shall represent the true horizontal location of the utility. The CONTRACTOR shall be liable for the actual cover from the utility to the survey marker. The CONTRACTOR shall also be responsible for recording the location of the survey marker (utility) as appropriate and recording that information on the test hole report.
  - iii. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.
  - iv. Provide all traffic control, labor and equipment.
  - v. Collect GPS Coordinate location of test hole in accordance with bid item 5.
  - vi. Vacuum Locate consists of locating the CITY's facility or facilities within a specified area. One-unit quantity for Vacuum Excavation will be paid for each test hole location performed.
  - vii. For each test hole location performed, the contract shall record the GPS coordinates in State Plane Coordinates (NAD 1983 2011 Update) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).

F. Marking:

1. The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance

with current marking standards of the American Public Works Association (APWA) Uniform Color Code and the safety colors in the American National Standards Institute Standard Z53.1

G. Placement of Electronic Markers:

1. When the CITY desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.
2. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X or approved equal. The CONTRACTOR will furnish and provide the passive electronic markers.
3. The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.
4. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The CONTRACTOR will be paid one unit quantity for each marker placed.

H. Taking and recording GPS Coordinates:

1. In order to improve the quality of recorded subsurface utility data and when the CITY desires to ensure future locate ability of the CITY's facilities, the taking of GPS coordinates shall be utilized.
2. The CONTRACTOR will collect one GPS Coordinate, in State Plane format (NAD 1983 2011 Update), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation.
3. GPS Coordinates shall be in the sub-meter accuracy range.
4. GPS coordinates may be taken, at the CITY's direction, on or over facilities located by means of GPR, in order to improve the quality and reliability of utility maps and/or GIS Systems.
5. The CONTRACTOR shall obtain GPS coordinates in accordance with this specification, by placing the device directly over the located facility and requesting a reading. The GPS equipment utilized shall be capable of recording coordinates in State Plane (NAD 1983 2011 Update) format, and with accuracies equal to, or better than 1 meter.
6. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The CONTRACTOR will be paid one unit quantity for each GPS Coordinate taken and recorded. The CONTRACTOR will be required to deliver GPS coordinates to the CITY in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the CITY.

I. Emergency Standard Locate:

1. Emergency Standard Locates are performed outside normal business hours, on

holidays or weekends. Standard business hours are Monday through Friday from 8:00 AM until 5:00 PM.

2. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
3. The CONTRACTOR shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
4. The CONTRACTOR shall perform Standard Locates on CITY facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.
5. Emergency Standard Locate consists of all CITY facilities within a 500 linear feet area, irrespective of width or number of facilities. CONTRACTOR will be paid one Emergency Standard Locate Unit Fee for every 500 LINEAR FOOT increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.

J. Electronic Ticket Management:

1. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the CONTRACTOR shall utilize an Electronic Ticket Management System.
2. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the CITY's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
3. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.
4. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.
5. The system shall be capable of remote access by the CITY, for screening, review and searching of tickets received within the CITY's service area.
6. The system shall be capable of providing, at least once per calendar year, a CD-ROM containing all Request to Locate tickets, responses and dispositions for each ticket received within the CITY's service area. The CD-ROM will be provided to the CITY by the end of the first quarter of each calendar year.
7. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the CITYs SSOCOF Member Service Code. The CITY shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch and handling.

8. The CITY shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the CITY's Member Service Code. The report shall contain each individual ticket number as well as the date and time received, and the disposition code associated with each ticket. The CITY shall receive two copies of said report with each application for payment. This report shall be delivered electronically to the CITY in both PDF and EXCEL formats.

K. Screened and Cleared Tickets:

1. Since the SSOCOF is an imperfect system, the CITY may receive Request to Locate tickets that are technically outside the CITY's Member Service Area, or outside the CITY's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.
2. And, since all tickets received by the City Manager or his designate are required to receive a response, there shall be a means by which the CONTRACTOR can screen, review and respond to such requests.
3. Request to Locate tickets received by the CONTRACTOR and determined to be outside the CITY's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.
4. Such a response by the CONTRACTOR is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
5. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

L. Three-Dimensional Radar Services (GPiR) General Notes:

1. GPiR is generally used for purposes of design and does not provide a real-time output. GPiR data must be processed into 3D imagery using sophisticated software and computer systems.
2. GPiR is utilized for scanning congruent areas and providing a 3D image of the scanned area.
3. GPiR requires the establishment of a survey baseline from which the system is tracked via survey instrument to produce geospatially accurate location of the subsurface data.
4. The collected GPiR data is processed into 3D images and plotted in various CADD formats (CITY specified) for use in design or GIS applications.
5. Deliverables from the use of GPiR include CADD files, JPEG image slices, Quick Time or AVI movies of slice imagery, PDF files of CADD work, a suggested exploratory excavation sheet and an analysis of the area imaged.
6. The final GPiR output can be certified by a Professional Surveyor as to the accuracy of the imaged area and the position of the facilities imaged within.

7. GPiR is quantified by the square foot of surface area imaged. Payment for GPiR services will be made on a per square foot basis. The cost per square foot includes performing survey baseline establishment, transportation of equipment and personnel to the project site, collection of radar image data, processing of image data and compilation into CADD deliverables including, certification by a registered surveyor.
- M. Three-Dimensional Radar Services (GPiR) small area:
1. This line item is used for GPiR scanning of areas at least 1000 square feet in size to a maximum of 5000 square feet in size. See general notes and description of services above.
- N. Three-Dimensional Radar Services (GPiR) medium area:
1. This line item is used for GPiR scanning of areas at least 5001 square feet in size to a maximum of 25000 square feet in size. See general notes and description of services above.
- O. Three-Dimensional Radar Services (GPiR) large area:
1. This line item is used for GPiR scanning of areas at least 25001 square feet and greater in size. See general notes and description of services above.

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## SECTION 4

### STANDARDS OF CONTRACTOR

#### 4.1 Intent

CONTRACTOR is an independent CONTRACTOR, and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

#### 4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

#### 4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

#### 4.4 Experience

Proposers shall have a minimum of five (5) years experience in providing locating and marking underground facilities of utilities of similar complexity and size as those owned and managed by the City and in managing and responding to locate tickets in the Sunshine State One Call Ticket Management System and Software. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all applicable local, state Federal licenses.

#### 4.5 Licensing:

CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits.

#### 4.6 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

#### 4.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

#### 4.8 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

#### 4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

#### 4.10 Adherence to City Policy

CONTRACTOR assigned to handle the services outlined in this RFP for the CITY shall adhere to all CITY policies, procedures and protocols.

#### 4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

#### 4.12 Exclusivity

CITY reserves the right to have Underground Utility Locate provided by others. This action will not waive or void any of the terms and conditions in this Agreement.

#### 4.13 Repairs

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the CONTRACTOR. Inspections required by local ordinances during the course of nuisance plant control shall be arranged as required. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements. Permit Fees with supporting documentation shall be reimbursed by the CITY.

#### 4.14 Performance Evaluation

The CITY shall meet the CONTRACTOR every three months to review the CONTRACTOR's performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

Failure of CONTRACTOR to provide effective treatments to areas prioritized by CITY, two (2) consecutive quarters from the date of notification may be deemed at CONTRACTOR's default and CITY may terminate the Agreement in its sole discretion.

#### 4.15 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

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## SECTION 5

### STANDARDS OF LABOR AND EQUIPMENT

#### 5.1 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent CONTRACTOR, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Supervisor – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the Underground Utility Locate Services for the CONTRACTOR and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. Employee/Independent CONTRACTOR or Sub-CONTRACTOR Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent CONTRACTOR or sub-CONTRACTOR from performing maintenance on the CITY'S property where such employee's independent CONTRACTOR's or sub-CONTRACTOR's performance or actions, are obviously detrimental to the program.
- C. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.
- D. Vehicles - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

- F. Storage - The CONTRACTOR shall not be allowed to store any equipment or materials overnight on CITY property unless authorized by the CITY.
- G. Chemicals – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer’s label and Manufacturer’s Safety Data Sheet (MSDS) for all products used.
- H. Damage - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or CONTRACTORS and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

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## SECTION 6

### STANDARDS OF INSURANCE

#### 6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

## 6.2 Specific Coverage

The following specific insurance coverages  **apply** or  **do not apply** to this solicitation:

- Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONSULTANT is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability:** CONSULTANT shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability:** CONSULTANT shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Subcontractors:** Insurance requirements itemized in this contract and required of CONSULTANT shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- Pollution Liability:** For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- Professional Liability:** CONSULTANT shall maintain Professional Liability insurance for both the CONSULTANT and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.

- Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the SERVICE PROVIDER provides the following coverage(s) as determined solely by the CITY.
  
- Cyber Liability: CONSULTANT shall obtain, at CONSULTANT 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONSULTANT. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
  
- Builders’ Risk – Property Coverage: a special form coverage shall include, but not be limited to:
  1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
  2. Theft coverage.
  3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
  4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.
  
- Builders’ Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders’ Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

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## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### 7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
  2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
  3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  7. The bond shall be issued by a Florida resident agent.
  8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.

9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
  10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.
- E. Alternative Security: In the event that CONTRACTOR is unable to obtain a performance and payment bond for the full term of this Agreement, the City Manager may, in his or her discretion, allow CONTRACTOR to instead provide a performance and payment bond in the required amount for a one-year term, so long as:
1. CONTRACTOR provides CITY with a continuation certificate executed by the surety at least thirty days prior to each annual renewal documenting that the performance and payment bond has been renewed for an additional one-year period (or document showing that the performance and payment bond has been replaced with an equivalent one-year performance and payment bond acceptable to the City Manager);
  2. If CONTRACTOR fails timely to provide the written documentation required in Section 7.1(E)(1), then CITY (with no required notice or cure period) may terminate this Agreement and CONTRACTOR shall be liable to CITY for liquidated damages equal to ten percent of the required amount of the performance and payment bond; and
  3. CONTRACTOR provides to CITY and keeps in place during the entire term of this Agreement, a letter of credit from a financial institution meeting the requirements set forth herein in an amount equal to ten percent of the required performance and payment security amount, which letter of credit shall be immediately payable to the CITY if this Agreement is terminated pursuant to Section 7.1(E)(2).

The parties agree that the liquidated damage amount of ten percent of the amount of the performance and payment bond is not a penalty, is reasonable in the light of the anticipated or actual harm that would be caused by the termination of this Agreement as a result of the failure to provide a renewal or replacement bond, and that there would be difficulties, inconvenience and non-feasibility in proving the amount of loss and obtaining an adequate remedy.

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## SECTION 8

### GENERAL CONDITIONS

#### 8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

#### 8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

#### 8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in

a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2026 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84 = 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

#### 8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

#### 8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

#### 8.8 No Contingency Fees

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

#### 8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale

of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

#### 8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### 8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

#### 8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

#### 8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on

a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

#### 8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
  - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
  - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
  
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
  
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
  
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

CONTRACTOR: Rafael Cazorla, President  
Venegroup Services, Inc. d/b/a VNG Utility Locators  
11421 NW 39 St.  
Doral, FL 33178

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 9  
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND VENEGROUP SERVICES, INC. D/B/A VNG UTILITY LOCATORS FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON, through its City Commission

By: \_\_\_\_\_  
Margaret Brown, Mayor

ATTEST:

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Donald P. Decker, City Manager /CEO

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(CITY SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND VENEGROUP SERVICES, INC. D/B/A VNG UTILITY LOCATORS FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Margaret Brown, Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, District Clerk

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND VENEGROUP SERVICES, INC. D/B/A VNG UTILITY LOCATORS FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Margaret Brown, Chair

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Patricia A. Bates, MMC, District Clerk

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND VENEGROUP SERVICES, INC. D/B/A VNG UTILITY LOCATORS FOR RFP NO. 2024-16 FOR UNDERGROUND UTILITY LOCATE SERVICES.

CONTRACTOR:

VENEGROUP SERVICES, INC. D/B/A VNG  
UTILITY LOCATORS

By: \_\_\_\_\_  
Rafael Cazorla, President

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A  
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B  
FEE SCHEDULE

The CONTRACTOR offers the following prices for providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform Underground Utility Locate Services in accordance with the scope of work.

TABLE B-1

Item No.	Item Description	Unit	Est. Annual Qty.	Unit Cost	Total
1	Standard Locate and Mark ALL City Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lines by Excavator. See Part 3, Item 3.6(A) – Standard Locates	Ea.	2500	\$ 12. <sup>00</sup>	\$ 30000. <sup>00</sup>
2	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Part 3, Item 3.6(D) – GPR Locates	Ea.	500	\$ 15. <sup>00</sup>	\$ 7500. <sup>00</sup>
3	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facility. See Part 3, Item 3.6(E) – Potholing	Ea.	50	\$ 75. <sup>00</sup>	\$ 3750. <sup>00</sup>
4	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Part 3, Item 3.6(G) – Placement of Electronic	Ea.	10	\$ 50. <sup>00</sup>	\$ 500. <sup>00</sup>
5	Taking of GPS coordinates utilizing sub-meter equipment. See Part 3, Items 3.6(H) – GPS Coordinates	Ea.	20	\$ 50. <sup>00</sup>	\$ 1000. <sup>00</sup>
6	Emergency – Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Part 3, Item 3.6(I) - Emergency Locates.	Ea.	10	\$ 25. <sup>00</sup>	\$ 250. <sup>00</sup>
7	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call. See part 3, Item 3.6(J) - Electronic Ticket Management	Ea.	1600	\$ 1. <sup>00</sup>	\$ 1600. <sup>00</sup>
8	Screened and Cleared Tickets. Receive Requests to Locate ticket from SSOCOF, screen and clear for "out of area" etc. See Part 3, Item 3.6(K) – Screen & Clear Tickets	Ea.	1600	\$ 1. <sup>00</sup>	\$ 1600. <sup>00</sup>
9	Three-Dimensional Radar Services (GPiR) for small surface area at least 1000 Sq. Ft to a maximum of 5000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(M) – Three-Dimensional Radar Services Small	Sq. Ft.	1000	\$ 0.35	\$ 350. <sup>00</sup>
10	Three-Dimensional Radar Services (GPiR) for medium surface area at least 5001 Sq Ft to a maximum of 25000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(N) – Three Dimensional Radar Services Medium	Sq. Ft.	5001	\$ 0.25	\$ 1250. <sup>25</sup>
11	Three-Dimensional Radar Services (GPiR) for large surface area at least 25001 Sq. Ft. and greater. Price per Sq. Ft. See Part 3, Item 3.6(O)– Three Dimensional Radar Services Large	Sq. Ft.	25001	\$ 0.10	\$ 2500. <sup>10</sup>
<b>Grand Total (Items 1 through 11):</b>				\$	<b>50300.<sup>35</sup></b>

**Fifty thousand, three hundred and thirty-five hundredths.**

Grand Total (Written in Words)

**Venegroup Services Inc.**

Name of CONTRACTOR (Print)



**VP.**

**01/21/2025**

Signature

Title

Date

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed. CONTRACTOR's allowable markup for all subcontractor work shall not exceed Ten (10) percent.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	N/A	
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D  
TRANSITION PLAN

**NOT APPLICABLE**

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

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CITY:

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

AGREEMENT

Date:

---

Amount:

Services as needed. Not for a fixed amount.

Description: Underground Utility Locate Services  
Location: Citywide  
City of Weston RFP NO. 2024-16

BOND

Date (not earlier than Agreement Date):

---

Amount: \$100,000.00

Modifications to this Bond: None

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See Page(s)

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EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-16, A REQUEST FOR PROPOSALS FOR UNDERGROUND UTILITY LOCATE SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH VENEGROUP SERVICES D/B/A VNG UTILITY LOCATORS OF DORAL, FLORIDA.

**Exhibit "B"**

Fee Schedule

*(See Following 1 Page)*



**EXHIBIT B**  
**FEE SCHEDULE**  
**Underground Utility Locate Services**  
**RFP No. 2024-16**  
**Opening Date: January 21, 2025**

				PROPOSERS			
				Craig A. Smith & Associates, LLC 1425 E. Newport Center Dr. Deerfield Beach, FL 33442		Vengeroup Services, Inc. d/b/a VNG Utility Locators 11421 NW 39th St Doral, FL 33178	
Item No.	Item Description	Unit	EST. Annual Qty	Unit Cost	Total	Unit Cost	Total
1	Standard Locate and Mark ALL City Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lines by Excavator. See Part 3, Item 3.6(A) – Standard Locates	EA.	2500	\$ 7.00	\$ 17,500.00	\$ 12.00	\$ 30,000.00
2	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Part 3, Item 3.6(D) – GPR Locates	EA.	500	\$ 40.00	\$ 20,000.00	\$ 15.00	\$ 7,500.00
3	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facility. See Part 3, Item 3.6(E) – Potholing	EA.	50	\$ 50.00	\$ 2,500.00	\$ 75.00	\$ 3,750.00
4	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Part 3, Item 3.6(G) – Placement of Electronic	EA.	10	\$ 0.01	\$ 0.10	\$ 50.00	\$ 500.00
5	Taking of GPS coordinates utilizing sub-meter equipment. See Part 3, Items 3.6(H) – GPS Coordinates	EA.	20	\$ 25.00	\$ 500.00	\$ 50.00	\$ 1,000.00
6	Emergency – Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Part 3, Item 3.6(I) - Emergency Locates.	EA.	10	\$ 15.00	\$ 150.00	\$ 25.00	\$ 250.00
7	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call. See part 3, Item 3.6(J) - Electronic Ticket Management	EA.	1600	\$ 0.20	\$ 320.00	\$ 1.00	\$ 1,600.00
8	Screened and Cleared Tickets. Receive Requests to Locate ticket from SSOCOF, screen and clear for "out of area" etc. See Part 3, Item 3.6(K) – Screen & Clear Tickets	EA.	1600	\$ 2.90	\$ 4,640.00	\$ 1.00	\$ 1,600.00
9	Three-Dimensional Radar Services (GPiR) for small surface area at least 1000 Sq. Ft to a maximum of 5000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(M) – Three-Dimensional Radar Services Small	Sq. Ft.	1000	\$ 2.40	\$ 2,400.00	\$ 0.35	\$ 350.00
10	Three-Dimensional Radar Services (GPiR) for medium surface area at least 5001 Sq Ft to a maximum of 25000 Sq. Ft. Price per Sq. Ft. See Part 3, Item 3.6(N) – Three Dimensional Radar Services Medium	Sq. Ft.	5001	\$ 0.75	\$ 3,750.75	\$ 0.25	\$ 1,250.25
11	Three-Dimensional Radar Services (GPiR) for large surface area at least 25001 Sq. Ft. and greater. Price per Sq. Ft. See Part 3, Item 3.6(O)– Three Dimensional Radar Services Large	Sq. Ft.	25001	\$ 0.30	\$ 7,500.30	\$ 0.10	\$ 2,500.10
<b>Grand Total (Items 1 through 11):</b>				<b>\$</b>	<b>59,261.15</b>	<b>\$</b>	<b>50,300.35</b>