

## CONTRACT

THIS CONTRACT, is made and entered into this 5th day of April, 2023, by and between the City of Venice, Florida, hereinafter referred to as the City, and DeJonge Excavating Contractors, Inc., hereinafter referred to as the Contractor.

### W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, the City's Request for Proposal (RFP) # **3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, Contractor's submittal for RFP #3144-23, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items on an as-needed basis per the bid specifications.

(3) The Term of this Contract shall be for a three (3) year period, commencing on the effective date, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Contract under all of the terms and conditions contained in this Contract for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Contract term not less than thirty (30) days prior to the end of the Contract term then in effect. Requests for consideration of a price adjustment must be made, in writing, to the City's Procurement Manager within ten (10) days of the City's issuance to the Contractor of its intent to extend the Contract term as provided for herein.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit A, subject to the terms and conditions of the Contract Documents and any written amendments. Contractor shall issue an invoice, consistent with the prices provided in Exhibit A, to the City setting forth the work completed to-date by the Contractor.

(5) Time is of the essence in this Contract. Before any work is commenced by Contractor under this Contract, the City will issue a Purchase Order to the Contractor specifying the work it is requesting the Contractor to complete. Contractor shall not perform any work prior to being issued a Purchase Order from the City. Further, Contractor shall not perform any additional work without an authorized change order to an issued Purchase Order.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit B. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of a Purchase Order by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS KELLY MICHAELS, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, [KMICHAELS@VENICEFL.GOV](mailto:KMICHAELS@VENICEFL.GOV).**

(10) E-Verify. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the City is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the City has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the City shall terminate the Contract. If the City has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the City shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.

(11) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(12) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(13) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel; or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this Contract shall be considered a material breach of Contract and shall be cause for immediate termination of the Contract at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

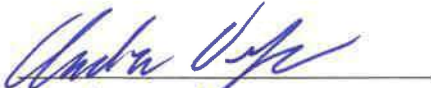
(14) This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The sole and exclusive forum, venue and jurisdiction for any action arising from this Contract shall be in the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.


(15) This Contract and the Contract Documents constitute the entire Contract of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hands and seals and have executed this Contract, the day and year first above written.

ATTEST:

DEJONGE EXCAVATING CONTRACTORS, INC.

  
\_\_\_\_\_  
*Andrew DeJonge*  
Signed by (typed or printed)


BY:   
\_\_\_\_\_  
*Leigh DeJonge*  
Signed by (typed or printed)

(SEAL)


ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

  
\_\_\_\_\_  
KELLY MICHAELS, CITY CLERK

BY:   
\_\_\_\_\_  
BY: Nick Pachota (Apr 5, 2023 14:24 EDT)  
NICK PACHOTA, MAYOR

Approved as to Form and Correctness

  
\_\_\_\_\_  
Kelly M. Fernandez (Apr 5, 2023 15:21 EDT)  
KELLY M. FERNANDEZ, CITY ATTORNEY

**EXHIBIT A  
FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE <sup>(1)</sup>
<b>PERMITTING</b>			
1	Permit Allowance	Cost	Reimbursed at Cost
<b>LABOR</b>			
2	Estimator	Hour	\$ 95.00
3	Expeditor	Hour	\$ 65.00
4	Foreman	Hour	\$ 75.00
5	Equipment Operator	Hour	\$ 45.00
6	Truck Driver	Hour	\$ 35.00
7	Laborer	Hour	\$ 30.00
8	Skilled Laborer	Hour	\$ 38.00
9	Certified Welder	Hour	\$ 85.00
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	10 %
<b>AUDIO-VIDEO RECORDING</b>			
11	Audio-Video Recording	Per Job	\$ 1,000.00
<b>MAINTENANCE OF TRAFFIC</b>			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
<b>EQUIPMENT <sup>(2)</sup></b>			
13	Equipment Truck	Hour	\$ 40.00
14	Trailer	Hour	\$ 10.00
15	Tanker Trailer with Tractor	Hour	\$210.00
16	Grade Tractor	Hour	\$ 40.00
17	Lowboy with Tractor	Hour	\$100.00
18	Single Axle Transport	Hour	\$ 45.00
19	Tandem Axle Transport	Hour	\$ 50.00
20	Tri-Axle Axle Transport	Hour	\$ 55.00
21	Tandem Axle Dump Truck	Hour	\$ 55.00
22	Tri-Axle Dump Truck	Hour	\$ 65.00
23	Tractor with Street Broom	Hour	\$ 45.00
24	Small Loader	Hour	\$ 65.00
25	Large Loader	Hour	\$ 80.00
26	Auger Truck (pole)	Hour	\$ 75.00
27	Dozer	Hour	\$ 85.00
28	Skid Loader	Hour	\$ 60.00
29	Light Tower	Hour	\$ 30.00
30	Cement Mixer	Hour	\$ 25.00
31	Air Compressor with Jack Hammer and Hoses	Hour	\$ 25.00
32	Trench Box	Hour	\$ 25.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	\$ 25.00
34	Crossing Plate 4' X 4'	Hour	\$ 15.00
35	Crossing Plate 8' X 12'	Hour	\$ 20.00
36	Chain Saw	Hour	\$ 30.00
37	Cut off Saw (pipe saw)	Hour	\$ 35.00
38	Street Saw (self-propelled)	Hour	\$ 45.00
39	Pipe Laser	Hour	\$ 40.00
40	Pipe Tapping Machine	Hour	\$ 60.00
41	3.5 KW Generator	Hour	\$ 25.00
42	5 KW Generator	Hour	\$ 30.00
43	25 KW Generator	Hour	\$ 40.00
44	Compactor	Hour	\$ 30.00
45	Roller	Hour	\$ 45.00
46	Milling Machine	Hour	\$100.00
47	Well Pointing Equipment	Hour	\$ 35.00
48	Hand Test Pump	Hour	\$ 25.00
49	Test Pump	Hour	\$ 30.00
50	Jet Pump	Hour	\$ 40.00
51	3" Pump with Hoses	Hour	\$ 20.00
52	4" Double Diaphragm Pump with Hoses	Hour	\$ 25.00
53	4" Vacuum Pump with Hoses	Hour	\$ 30.00
54	6" Vacuum Pump with Hoses	Hour	\$ 35.00
55	8" Hydraulic Pump with Hoses	Hour	\$ 40.00
56	Pumper Truck	Hour	\$175.00
57	Water Tank Truck (3,000 gallon)	Hour	\$100.00
58	Jetter Vacuum Truck (16 yards)	Hour	\$200.00
59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	\$ 40.00
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	\$ 70.00
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	\$ 90.00
62	Tracked Hydraulic Excavator: Large	Hour	\$140.00

63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	\$ 60.00
64			

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<b>EQUIPMENT (Continued) <sup>(2)</sup></b>			
65	10" wellpoint Pump	Hour	\$ 45.00
66	Pump hoses < 40' 4"-6"	LF	\$ 1.00
67	Core Drill 4-24"	Hour	\$200.00
68	Forestry Mulching Attachment Skid Steer	Hour	\$250.00
<b>SUBCONTRACTOR AND MATERIALS</b>			
69	Subcontractor – Not to Exceed 10%	Percentage	10 %
70	Materials Markup – Not to Exceed 10%	Percentage	10 %

## EXHIBIT B

### INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
4. Required Coverage
  - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
  - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
  - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
  - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided

on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.



## DESCRIPTIONS (Continued from Page 1)

including Waiver of Subrogation. Waiver of Subrogation in regards to Workers Compensation only as required by written contract per form WC000313 0484.











# Utilities Contarctor of Record - DeJonge Excavating Contractors

Final Audit Report

2023-04-05

Created:	2023-03-29
By:	Peter Boers (PBoers@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUvWyT8Oluy1Mtj-IZ_IqggXks8DJoEAP

## "Utilities Contarctor of Record - DeJonge Excavating Contractors" History

-  Document created by Peter Boers (PBoers@venicefl.gov)  
2023-03-29 - 8:06:37 PM GMT- IP address: 50.236.154.174
-  Document emailed to npachota@venicefl.gov for signature  
2023-03-29 - 8:08:05 PM GMT
-  Email viewed by npachota@venicefl.gov  
2023-04-05 - 6:23:39 PM GMT- IP address: 104.47.57.254
-  Signer npachota@venicefl.gov entered name at signing as Nick Pachota  
2023-04-05 - 6:24:18 PM GMT- IP address: 174.239.87.233
-  Document e-signed by Nick Pachota (npachota@venicefl.gov)  
Signature Date: 2023-04-05 - 6:24:20 PM GMT - Time Source: server- IP address: 174.239.87.233
-  Document emailed to Kelly Michaels (kmichaels@venicefl.gov) for signature  
2023-04-05 - 6:24:24 PM GMT
-  Email viewed by Kelly Michaels (kmichaels@venicefl.gov)  
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-  Document e-signed by Kelly Michaels (kmichaels@venicefl.gov)  
Signature Date: 2023-04-05 - 7:15:52 PM GMT - Time Source: server- IP address: 50.236.154.174
-  Document emailed to kfernandez@flgovlaw.com for signature  
2023-04-05 - 7:15:55 PM GMT
-  Email viewed by kfernandez@flgovlaw.com  
2023-04-05 - 7:21:12 PM GMT- IP address: 75.151.66.253

 Signer kfernandez@flgovlaw.com entered name at signing as Kelly M. Fernandez

2023-04-05 - 7:21:25 PM GMT- IP address: 75.151.66.253

 Document e-signed by Kelly M. Fernandez (kfernandez@flgovlaw.com)

Signature Date: 2023-04-05 - 7:21:27 PM GMT - Time Source: server- IP address: 75.151.66.253

 Agreement completed.

2023-04-05 - 7:21:27 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



January 29, 2026

DeJonge Excavating Contractors Inc.  
203 S Jackson Rd  
Venice, FL 34292

**Subject: Contract Extension for: RFQ 3144-23 Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure**

On April 5, 2023, the City of Venice and DeJonge Excavating Contractors Inc.(Contractor), executed an Agreement. The initial three-year term of that Agreement is set to expire April 4, 2026. Per section 3 of the Agreement, there is an option for two (2) one-year renewals.

**(3) The Term of this Contract shall be for a three (3) year period, commencing on effective date, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Contractor, renew the Contract under all of the terms and conditions contained in this Contract for two (2) additional one (1) year periods. The City shall give the Contractor written notice of the City's intention to extend the Contract term not less than ten (10) days prior to the end of the Contract term then in effect. Requests for consideration of a price adjustment must be made on the Contract anniversary date, in writing, to the Procurement Manager.**

It has been discussed with the Utilities Department, and a consensus has been reached to allow for the next renewal period to be extended through April 4, 2027.

The purpose of this letter is to propose an extension of this contract under the same terms and conditions as the original contract. This renewal period shall be from April 5, 2026, to April 4, 2027.

If this renewal is acceptable to your company, please acknowledge by signing and returning this letter to me via e-mail.

Sincerely,

*Peter A. Boers*

Peter A. Boers, CPPB, CPPO, NIGP-CPP  
Procurement Manager

Agreed and Accepted By:

Andrew DeJonge  
Signature Name and Title

Andrew DeJonge VP  
Printed Name and Title

1/29/2026  
Date