

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City") whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and **Venegroup Services Inc. dba Venegroup Eng.** (hereinafter referred to as "Contractor"), whose address is 11421 Northwest 39 Street, Doral, FL 33178, this _____ day of 2026.

WHEREAS, the City desires to obtain subsurface engineering services for the purposes of locating and marking underground utilities infrastructure and facilities; and

WHEREAS, the City of Boca Raton issued Invitation to Bid (ITB) No. 2025-042-VG for the aforementioned location services; and

WHEREAS, in accordance with ITB No. 2025-042-VG, the City of Boca Raton entered into a two (2) year agreement, Contract No. 025-042-VG, with Contractor for services effective August 21, 2025, through August 20, 2027, with the option to renew for an additional five (5) one-year (1) periods; and

WHEREAS, the City desires to procure the aforementioned services from Contractor on the same terms, conditions, and pricing provided to the City of Boca Raton pursuant to ITB 2025-042-VG subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide the aforementioned services pursuant to the same terms, conditions, and pricing of ITB 2025-042-VG procured by City of Boca Raton in accordance with the Contractor's Price Proposal Summary attached hereto as Exhibit "A".
3. This Agreement is in full force and effect upon full execution by the City and shall terminate on August 20, 2027 unless Contract No. 2025-042-VG is renewed by the City of Boca Raton. If ITB 2025-042-VG is renewed, this Agreement shall automatically renew.
4. The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
5. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out

of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement 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:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

FOR CONTRACTOR:

Venegroup Services Inc. dba Venegroup Eng.
11421 Northwest 39th Street
Doral, FL 33178
(954) 389-5492
rgimenez@venegroup-eng.com
Attn: Rafael Gimenez, President

7. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

8. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

9. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS
AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY
BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY
PHONE AT 561-243-7050 OR VIA EMAIL AT
CITYCLERK@MYDELRAYBEACH.COM.**

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, 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 Florida Statute or as otherwise provided by law.
 - iii. 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 and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, 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.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

12. By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

13. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

14. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

15. By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

16. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

17. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

18. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2.

The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

19. Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

20. Contractor shall provide insurance in accordance with Exhibit "B" attached hereto.

21. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement
- b. Terms and conditions of Contract No. 2025-042-VG
- c. Contractor's response to Solicitation No. ITB 2025-042-VG and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of this Page is Intentionally Blank]

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

VENEGROUP SERVICES INC. DBA VENEGROUP
ENG.

By: _____
Print Name: Rafael Giménez
Title: V.P.

(SEAL)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2026 by
Rafael Giménez (name of person), as V.P. (type of authority)
for Venegroup Services (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification _____
Type of Identification Produced _____

Osvaldo Domingo Armas
Notary Public – State of FLORIDA.

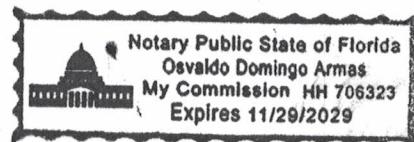


EXHIBIT A



2025-042-VG Addendum 1

Venegroup Eng

Supplier Response

Event Information

Number: 2025-042-VG Addendum 1
Title: Locate and Mark Underground Facilities for Utility Services
Type: Invitation to Bid
Issue Date: 5/13/2025
Deadline: 6/10/2025 03:00 PM (ET)
Notes: The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).

The purpose of this Bid is to Locate and Mark Underground Facilities for Utility Services

Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.

Bidders are required to Bid on all items.

***Bidders are to use the “Line Items” tab for submission of bid pricing and rates.**

Note: For any questions submitted in the Bidding System, Bidders are requested only submit one question at a time to accurately track the questions submitted.

Note: When viewing the Bid, Bidders are requested to identify their intent to Bid. A response is not required, and Bidders may proceed to reviewing the Bid Attachments.

Public Solicitation Openings are held at City of Boca Raton City Hall, 201 W. Palmetto Park Road, Room 112, Boca Raton, FL 33432 on the Close Date & Time posted.

Contact Information

Contact: Mr. Victor Guerrier Buyer I
Address: 201 West Palmetto Park Road
Boca Raton, FL 33432-3795
Phone: 1 (561) 3937886 x7886
Email: VGuerrier@myboca.us

Venegroup Eng Information

Contact: Rafael Gimenez
Address: 11421 NW 39th ST
DORAL, FL 33178
Phone: (954) 389-5492
Email: rgimenez@venegroup-eng.com
Web Address: venegroup-eng.com

I hereby confirm authorized signature is as provided in the Bid response, Bidders Certification form

Rafael Gimenez

Signature

Submitted at 6/10/2025 12:48:19 PM (ET)

rgimenez@venegroup-eng.com

Email

Requested Attachments

[Bid No.] Part II Bid Response

ITB 2025-042-VG Section -
Venegroup.pdf

Bidder to upload Part II Bid Response here and include supporting documents within this upload.

Proof of Insurability

Certifi'cate.pdf

Bidder to submit/upload their proof of insurability as detailed in the Special Conditions with Bid response.

Business Tax Receipt

Venegroup - Local BTR Doral.pdf

Bidder to submit copy/upload their current Business Tax Receipt for their business location. Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to award.

Bid Attributes

1 Electronic Submittal – Validation of Company Name in eSourcing Portal

Bidder confirms that their Company Profile matches the Federal ID Number and name of Bidder as submitted in your uploaded Bid response and Bidder Certification Form. By clicking on the RESPONSE SUBMISSION tab in the eSourcing Portal, Bidder can review their profile name.

To check your Trade Name/Legal Name in the eSourcing Portal:

1. Click on the RESPONSE tab in the eSourcing Portal.
2. Review your Profile.
3. Any necessary Company name changes require an email request from the User with administrative rights within the eSourcing Portal to the Buyer, with the Name to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, W-9, etc.) for review and validation.

Confirmed; validated Company Name

Bid Lines

1 Standard Locate and Mark

Quantity: 18000 UOM: EA

Price: \$9.95 Total: \$179,100.00

2 Emergency Locate and Mark (During Business Hours)

Quantity: 400 UOM: EA

Price: \$9.95 Total: \$3,980.00

3	Emergency Locate and Mark (After Business Hours)	Quantity: <u>100</u>	UOM: <u>EA</u>	Price: <input type="text"/>	\$25.00	Total: <input type="text"/>	\$2,500.00
4	Standard In-Plant Locate and Mark	Quantity: <u>10</u>	UOM: <u>Per 500 ft. Lengths</u>	Price: <input type="text"/>	\$15.00	Total: <input type="text"/>	\$150.00
5	<i>Emergency In-Plant Locate and Mark</i>	Quantity: <u>5</u>	UOM: <u>Per 500 ft. Lengths</u>	Price: <input type="text"/>	\$15.00	Total: <input type="text"/>	\$75.00
6	Locate with Vacuum Digging (Soft Dig) - UNPAVED	Quantity: <u>50</u>	UOM: <u>Each Soft dig hole.</u>	Price: <input type="text"/>	\$75.00	Total: <input type="text"/>	\$3,750.00
7	Locate with Vacuum Digging (Soft Dig) – PAVED	Quantity: <u>50</u>	UOM: <u>Each Soft dig hole.</u>	Price: <input type="text"/>	\$75.00	Total: <input type="text"/>	\$3,750.00
8	Locate, Expose Buried Infrastructure with Soft Dig - UNPAVED	Quantity: <u>15</u>	UOM: <u>Each Soft dig hole.</u>	Price: <input type="text"/>	\$75.00	Total: <input type="text"/>	\$1,125.00
9	Locate, Expose Buried Infrastructure with Soft Dig - PAVED	Quantity: <u>15</u>	UOM: <u>Each Soft dig hole.</u>	Price: <input type="text"/>	\$75.00	Total: <input type="text"/>	\$1,125.00

Response Total: \$195,555.00

AB