

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: February 7, 2022
RE: **Agreement with Digital Concrete Imaging, Inc. for Annual Electric and Fiber Line Locating Services**

Attached hereto for your consideration is a proposed Agreement with Digital Concrete Imaging, Inc. (Digital) for annual electric and fiber line locating services. The work consists of responding to excavation notices received on behalf of Lakeland Electric from Sunshine State One-Call of Florida, Inc. (One Call), which enables contractors to accurately locate and safeguard Lakeland Electric's underground facilities in the vicinity of an excavation area as required by Florida Statute Chapter 556.

Accordingly, on November 5, 2021, the City's Purchasing Department issued Invitation to Bid No. 1326 seeking the services of a qualified contractor to provide all labor, material, equipment and supervision necessary to provide Line Locating Services in Lakeland Electric's service territory. The City received responses from the seven (7) contractors listed below.

Contractor	Location	Per Ticket Bid Price
Digital Concrete Imaging, Inc.	Tampa, FL	\$8.65
USIC Locating Services, LLC	Indianapolis, IN	\$8.74
GeoPoint Surveying, Inc.	Tampa, FL	\$11.92
High Tech Engineering, Inc.	Miami, FL	\$15.65
Southern Cross, LLC	Peachtree Corners, GA	\$19.00
Stake Center Locating, LLC	Greensboro, NC	\$19.75
Venegroup Engineering	Doral, FL	\$27.50

Upon evaluation by staff, Digital was selected as the most responsive responsible bidder with the lowest price. The Agreement with Digital will be effective March 1, 2022, subject to approval by the City Commission, and continue through February 28, 2025. The Agreement contains two (2) additional one (1) year renewal options upon mutual written agreement of the parties. Pricing for locate services will be subject to an annual 3% increase at the beginning of each renewal term. All services provided by Digital will be performed in accordance with

the terms/conditions of the Agreement, Digital's Bid response dated November 22, 2016 and the City's Bid Specifications. The total estimated cost of the first year of work to be performed by Digital is \$230,000 and is included in Lakeland Electric's FY22 budget. The cost for the remaining initial term will be subject to subsequent budget approval by the City Commission.

It is recommended that the City Commission approve this Agreement with Digital and authorize the appropriate City officials to execute all corresponding documents on behalf of the City.

Attachment

**UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of February 7, 2022 and is by and between the **City of Lakeland**, a municipality organized and existing in accordance with the laws of the State of Florida on behalf of its municipal utility, Lakeland Electric, having its principal place of business at 501 East Lemon Street, Lakeland, Florida 33801 (**City**) and **Digital Concrete Imaging, Inc.**, located at 3902 Corporex Park Drive, Suite 600, Tampa, FL 33619, a Florida company (**Contractor**).

BACKGROUND

- A. City owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).

- B. City desires to have Contractor provide the necessary labor and equipment to provide certain services relative to locating and marking City's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, CONTRACTOR and City agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on CONTRACTOR-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.

 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

- 1.3 **At Fault Damages** means Damage to City's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where CONTRACTOR did not perform the Locate with Reasonable Accuracy.
- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **City's Facilities** means any Underground Facilities owned by City.
- 1.6 **Damage to City's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by City to its Citys arising from a Damage to City's Facilities.
- 1.10 **Locatable Facilities** means City's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of City's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.

- 1.12 **Locate Service** means the process of determining the presence or absence of City's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of City's Facilities within Reasonable Accuracy limits as required.
- 1.13 **Low Profile Facilities** means any of City's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that City has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires CONTRACTOR to spend more than thirty (30) minutes at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within eighteen (18) inches of the outside dimensions of both sides of an Underground Facility.
- 1.18 **Restoration Costs** means the actual costs incurred by City to repair Damage to City's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by City to repair the Damage to City's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of City's Facilities), costs arising out of collection actions, whether incurred by the City or collection agencies.

- 1.19 **Services** mean the services to be provided by CONTRACTOR under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect City's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.
- 1.22 **Ticket** means the document generated at the one-call center and transmitted to CONTRACTOR, containing each locate request which CONTRACTOR is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to City's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means City's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by City or from a Visual Examination.

- 1.26 **Unlocatable Facilities** means City's Facilities whose presence is known either from records provided by City or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by CONTRACTOR.
- 1.27 **Visual Examination** means an attempt to determine the existence of City's Facilities at an excavation site by a reasonable visual inspection rather than from City's maps and records.

2. Responsibilities of CONTRACTOR.

- 2.1 CONTRACTOR shall furnish all labor, materials and equipment necessary to perform Locate Services for City within the Contract Service Area except for the maps and records to be provided by City under Section 3.1. In addition to the terms/conditions set forth in this Agreement, CONTRACTOR shall comply with provisions relating to CONTRACTOR's Scope of Work contained in City's "City of Lakeland Bid No. 1326", which is incorporated herein by reference. CONTRACTOR will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to City.
- 2.2 Upon receipt of a request for a Locate, CONTRACTOR will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the City's Facilities and the proposed excavation. If CONTRACTOR determines that no field visit or Visual Examination is necessary, CONTRACTOR will proceed under section 2.4 below.
- 2.3 If CONTRACTOR determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If CONTRACTOR determines that City's Facilities are not present at the excavation site, CONTRACTOR will either notify Excavator prior to the proposed excavation that City's Facilities are not present or mark

the excavation site in a manner to indicate that City's Facilities are not present at the proposed excavation site.

- 2.5 City agrees that CONTRACTOR will have the right to screen tickets via prints. City also agrees that, notwithstanding anything to the contrary contained in this Agreement, CONTRACTOR will not be liable for any damages that occur because of incorrect prints.
- 2.6 If CONTRACTOR determines that there are Unlocatable Facilities at the excavation site, it will notify City and City will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by City pursuant to section 3.1 shall remain the property of City. CONTRACTOR agrees to return all copies of such maps and records to City upon City's written request or at the termination of this Agreement. Unless such maps and records were previously known to CONTRACTOR free of any obligation to keep them confidential, are given to CONTRACTOR by a third party not obligated to keep them confidential, or become public without any act or omission of CONTRACTOR, CONTRACTOR agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by City or as required by law. This obligation of confidentiality shall survive the termination of this Agreement. Nothing herein shall be construed to prohibit disclosure required pursuant to Florida Statute Chapter 119, the Florida Public Records Act or any other applicable law.
- 2.8 Subject to the terms of section 3.2, CONTRACTOR shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal,

state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

- 2.9 CONTRACTOR shall not subcontract the Services or any part of the Services without the prior written approval of City, which approval City may choose to withhold in its sole discretion.
- 2.10 CONTRACTOR shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. CONTRACTOR shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of City.

- 3.1 City agrees to provide CONTRACTOR with the necessary maps and records to permit CONTRACTOR to provide the Locate Services. City acknowledges that it is City's responsibility to keep all applicable maps, records, prints up to date with accurate information. CONTRACTOR bears no liability for City's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 3.2 City agrees that it will reasonably cooperate with CONTRACTOR so that CONTRACTOR enjoys the same protection under the laws applicable to the City regarding Third Party Claims as the City would enjoy if it were performing the Services.
- 3.3 City will pay CONTRACTOR for the Locate Services in accordance with the charges set forth on Exhibit B. CONTRACTOR shall bill for all tickets received from the State One Call, on behalf of City. CONTRACTOR will not be responsible for the accuracy, updates to or

the completeness of the definition of the City's service area that City has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement shall be effective for an initial term commencing March 1, 2022 ("Effective Date"), and continuing for a period of three (3) years, with an option to renew upon mutual written agreement of the parties for two (2) consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 4.2.

4.2 Either party to this Agreement can terminate this Agreement upon thirty (30 Days) days prior written notice to the other. Upon such termination the only liability will be that of the City for any Services performed by CONTRACTOR prior to the effective date of termination.

5. Investigations of Damage to City's Facilities

5.1 Should either party to this Agreement become aware of any Damage to City's Facilities that occurs after CONTRACTOR has been asked to perform a Locate with respect to the City's Facilities, the party learning of the Damage to City's Facilities shall promptly notify the other party in writing. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to City's Facilities.

5.2 CONTRACTOR will investigate incidents of Damage to City's Facilities and provide a written report of its findings to City upon request. Such report will contain CONTRACTOR's determination as to whether the Damage to City's Facilities constitutes At Fault Damages. City shall have thirty (30) days after receipt of CONTRACTOR's written report to contest CONTRACTOR's conclusion. Unless City notifies CONTRACTOR in writing within such period that it disputes CONTRACTOR's conclusion as to At Fault Damages, CONTRACTOR's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If City disputes

CONTRACTOR's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.

5.3 CONTRACTOR shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to City, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.

5.4 To the extent permitted by law and subject to the monetary limitations set forth in Florida Statute §768.28, City agrees that should it fail to notify CONTRACTOR as provided in section 5.1 of any Damage to City's Facilities within seventy-two (72) hours after City receives notice of the damage and CONTRACTOR is otherwise unaware of the damage within that period, then CONTRACTOR shall not be liable to City for Restoration Costs arising from that Damage to City's Facilities and City shall indemnify CONTRACTOR against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of City by CONTRACTOR

6.1 CONTRACTOR will be responsible for paying City's Restoration Costs only if: a) CONTRACTOR receives a request to provide Locate Services with respect to City's Facilities, and b) the Damage to City's Facilities constitutes an At Fault Damage. Restoration costs payable by CONTRACTOR shall at no time collectively exceed the insurance limits listed in Section 10.1 below. If the Damage to City's Facilities is not At Fault Damages or if City's Facilities are Unidentifiable Facilities or Unlocatable Facilities, CONTRACTOR's only responsibility will be to provide whatever support to City it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to City's Facilities. CONTRACTOR shall indemnify and hold harmless City, its agents, employees, officers, directors and shareholders (**City Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however,

CONTRACTOR shall not indemnify City Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of City, its agents or employees. CONTRACTOR's total liability for all claims of any kind arising from or related to the formation, performance or breach of this contract or any services provided hereunder shall not exceed the insurance limits listed in Section 10.1 below.

7. Indemnification of CONTRACTOR by City

- 7.1 To the extent permitted by law and subject to the statutory limitations set forth in Florida Statute §768.28, City shall indemnify and hold harmless CONTRACTOR, its agents, employees, officers, directors and shareholders (**CONTRACTOR Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to City Facilities if the City's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of City, its agents or employees.

8. Price Revisions

- 8.1 Prices for Locate Services shall remain firm during the initial term of the Agreement. However, CONTRACTOR may adjust the prices for Locate Services during the initial term of the Agreement as set forth in Exhibit B upon thirty (30) days written notice to City, provided that CONTRACTOR provides City evidence that such price increase results from either (a) an increase in CONTRACTOR costs for providing the Services that exceeds the average rate of inflation for the period since CONTRACTOR's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless City contests, in writing

within the thirty (30) day notice period, the evidence provided by CONTRACTOR the price increase will become effective on the date identified in CONTRACTOR's notice. If City contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Renewal Term, the charges for Locate Services set forth on Exhibit B shall be increased by 3%.

8.2 CONTRACTOR may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_history.html. The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

6-month Average Fuel

Price per Gallon	Rate Increase
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

9.1 CONTRACTOR acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance and Safety

10.1 During the term of this Agreement and at its own expense, Contractor shall comply with all requirements for insurance and safety, each as set forth in City of Lakeland Bid No. 1326, and hereby made a part of this Agreement:

10.2 Contractor shall have full responsibility and assume all liability for the safety and supervision of its employees, subcontractors and agents while performing services provided hereunder

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty (30) days from the referral of the Controversy to senior

executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral and if the Controversy is over the amount of Restoration Costs owed by CONTRACTOR to City, the parties shall simply split the difference between their respective positions. If more than two (2) Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least five (5) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If CONTRACTOR claims that it is delayed by such a cause, it shall notify City immediately and City shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from CONTRACTOR that such cause has ended.

- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of CONTRACTOR and City. The term "Agreement" shall include any such future amendments or modifications.

- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. City and CONTRACTOR each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 City agrees that during the Term of this Agreement and for a period of six (6) months thereafter, City will not hire or solicit for hire any employee of CONTRACTOR who has been used by CONTRACTOR within the last six months for the purpose of providing the Services to City.
- 12.5 IF 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 CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801

In accordance with Florida Statute §119.0701, CONTRACTOR shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, CONTRACTOR shall 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. CONTRACTOR shall 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to the City. CONTRACTOR

shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of CONTRACTOR or keep and maintain public records required by the City to perform services pursuant to the contract. If CONTRACTOR transfers all public records to the City upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, 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.

12.6 The Parties irrevocably consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Lakeland

Digital Concrete Imaging, Inc

By: _____
(Signature)

By: _____
(Signature)

H. William Mutz

Name: _____

Title: Mayor

Title: _____

Attest:

Witness:

By: _____

By: _____

Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____

Palmer C. Davis, City Attorney

Exhibit A

Digital Concrete Imaging, Inc shall provide Electric & Fiber locating services in the State of FL. Scope of work to be in accordance with City's "City of Lakeland Bid No. 1326", which is incorporated herein by reference.

Exhibit B

Digital Concrete Imaging, Inc will charge for services rendered hereunder:

\$ 8.65	Per 1000' Ticket Received from the One Call / Every 1000' is another ticket charge
\$ 45.00	Per Emergency Ticket
\$ 28.00	Standby / Watch Dog Hourly Rate

Pricing Definitions

Per State One Call Ticket – All tickets received from State One Call. Each ticket granted 30 minutes of locating time.

Project Rate – If locating the City of Lakeland utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after the 1st thirty minutes.

Watch Dog – If City of Lakeland requests that a CONTRACTOR technician to be onsite to ensure the protection of the utility during excavation.

Emergencies – This service will be for all Emergency Tickets that are called in Monday through Friday, 5:01pm to 6:59am, and all day Saturday, Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket.

NOTE: We **do not** charge for travel time.

Mail Invoices To: City Hall Finance
Accounts Payable, Mail Code: CH-AP
228 S. Massachusetts Ave
Lakeland, FL 33801

Copy to: Project Manager

CONTRACTOR shall render invoices and statements to City on a monthly basis. Each statement shall be paid by City within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act.