

**FOURTH AMENDMENT TO AGREEMENT  
TO PROVIDE UTILITY LOCATING SERVICES**

THIS FOURTH AMENDMENT (“Amendment”) to the Agreement Regarding Utility Location Services (“Agreement”) is made as of \_\_\_\_\_, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and USIC LOCATING SERVICES, LLC, an Indiana limited liability company authorized to do business in Florida with offices located at 9045 North River Road, Indianapolis, IN 46240 (“CONTRACTOR”).

**WHEREAS**, the CITY issued RFP #16-211 for utility locating services and entered into a contract with CONTRACTOR for the procurement of such services; and

**WHEREAS**, the Agreement in Section 1.3 provided that upon the expiration of the first term, the Agreement could be renewed annually up to four times; and

**WHEREAS**, CITY and CONTRACTOR amended the Agreement on December 10, 2018, to renew the term of the Agreement for one-year term under the same terms and conditions and pricing set forth in the Agreement, with an expiration date of January 10, 2020; and

**WHEREAS**, the CITY and CONTRACTOR amended the Agreement on January 13, 2020, to renew the term of the Agreement for one-year term under the same terms and conditions and pricing set forth in the Agreement, with an expiration date of January 10, 2021; and

**WHEREAS**, the CITY and the CONTRACTOR desire to amend the Agreement again to renew the term of the Agreement for a fourth one-year term with an expiration date of January 10, 2022, and a price increase as indicated in **Exhibit “A”**, but otherwise under the same terms and conditions as set forth in the Agreement; and

**WHEREAS**, the CITY finds amending the Agreement is in the best interest of the City and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby amended to extend the term through to January 10, 2022.

3. **Fee and Ordering Mechanism.** For all services rendered to the CITY under this Amendment, the CONTRACTOR shall be entitled to the applicable fees set forth in **Exhibit “A”**, attached hereto and incorporated herein. The attached **Exhibit “A”** shall replace the CONTRACTOR’s price proposal originally submitted in response to RFP #16-211.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date of this Amendment shall be January 10, 2021.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may digitally sign this Amendment.

7. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

8. **Amendment.** Except for the provisions of the Agreement specifically modified by the Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to the Agreement Regarding Utility Locatin Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**USIC LOCATING SERVICES, LLC**

*Witness: Ken Gorce*

By: *Brian Winberg*

*Ken Gorce*  
*12/3/2020*

[Corporate Seal]

Print Name: 12/3/2020

Title: VP-Sales

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), **USIC Locating Services, LLC**, an Indiana limited liability authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT A

ELECTRIC

| Description                         | Units       | Unit Price |
|-------------------------------------|-------------|------------|
| Per Ticket Locate Required          | Each        | \$6.90     |
| Per Ticket No Locate Required       | Each        | \$6.90     |
| Additional Locating                 | Per QH Hour | \$12.73    |
| Emergency After Hour Tickets        | Each        | \$19.10    |
| Watch and Protect (Utility Lookout) | PerQH       | \$12.73    |

WATER

| Description                         | Units       | Unit Price |
|-------------------------------------|-------------|------------|
| Per Ticket Locate Required          | Each        | \$6.90     |
| Per Ticket No Locate Required       | Each        | \$6.90     |
| Additional Locating                 | Per QH Hour | \$12.73    |
| Emergency After Hour Tickets        | Each        | \$19.10    |
| Watch and Protect (Utility Lookout) | PerQH       | \$12.73    |

SEWER

| Description                         | Units       | Unit Price |
|-------------------------------------|-------------|------------|
| Per Ticket Locate Required          | Each        | \$6.90     |
| Per Ticket No Locate Required       | Each        | \$6.90     |
| Additional Locating                 | Per QH Hour | \$12.73    |
| Emergency After Hour Tickets        | Each        | \$19.10    |
| Watch and Protect (Utility Lookout) | PerQH       | \$12.73    |