

## **SECOND AMENDMENT TO TASK ORDER NO. 13**

### **INTRACOASTAL WATERWAY (ICWW) UTILITY CROSSING**

#### **ADDITIONAL SURVEY SERVICES**

THIS SECOND AMENDMENT TO TASK ORDER No. 13 ("Amendment") is made on \_\_\_\_\_, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide those additional services as identified herein and generally described as: Coordinate with design lead and geotechnical subconsultant and apply for a U.S. Army Corp of Engineers Nationwide 6 permit for authorization to conduct geotechnical borings within the Lake Worth Lagoon along the proposed HDD route (the "Project"). The Project is described in the consultant's proposal, dated June 23, 2022, and is attached hereto as "Exhibit 1" and incorporated herein.

#### **2.0 Scope**

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1". Additional services to be provided under this Amendment include; Environmental resources survey, utility staking & layout and utility designates

#### **3.0 Schedule**

The services to be provided under this Amendment shall be completed concurrently with Task Order No. 13 pending the City's approval of this Amendment or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Amendment is issued for a lump sum amount of **\$6,600.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Jim Sullivan, PSM, phone: (561) 839-1745; email: Jim.Sullivan@wginc.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

## **7.0 Authorization**

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, entitled RFQ 18-303 dated **March 6, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Land Surveying Services Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Carmen Y. Davis, City Manager

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

CONTRACTOR:

**WGI, Inc.**



By: \_\_\_\_\_  
Print Name: Jim Sullivan  
Title: Project Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or  
online notarization on this 20th day of September 2022, by Jim Sullivan, as the Project Manager  
of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally  
known to me or who has produced \_\_\_\_\_ as identification, and who did take an  
oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR  
to the same.

Notary Seal:



\_\_\_\_\_  
Notary Public Signature

**"EXHIBIT 1"**  
(Consultants Proposal)



## EXHIBIT 1 (Consultant's Proposal)

September 21, 2022

Mr. Paul Nicholas, Engineering Manager – Special Projects  
City of Lake Worth Beach  
Electric Utilities Department  
1900 2nd Ave., North  
Lake Worth Beach, FL 33460

[pnicholas@lakeworthbeachfl.gov](mailto:pnicholas@lakeworthbeachfl.gov)

Re: Intracoastal Waterway (ICWW) Utility Crossing  
Supplemental 2

Dear Paul,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CLIENT). Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, as per Task Order No. 13 dated March 16, 2022.

### **SCOPE OF SERVICES**

#### **ENVIRONMENTAL SERVICES**

##### **I. Geotechnical Bore Permitting \$6,600.00**

WGI understands that geotechnical borings of the proposed HDD route are required and that while this activity is considered exempt with the state of Florida, it does require federal authorization.

- Coordinate with design lead and geotechnical subconsultant and apply for a U.S. Army Corp of Engineers - Nationwide 6 permit for authorization to conduct geotechnical borings within the Lake Worth Lagoon along the proposed HDD route.

### **BASIS OF THIS PROPOSAL**

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. State exemption verification or coordination with the design team on permitting the actual HDD crossing is not included in this scope of services.
3. Meeting attendance is not included in this scope of services.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,  
**WGI, Inc.**



Greg Griffith  
Environmental Lead for Transportation