

TASK ORDER NO. #13

INTRACOASTAL WATERWAY (ICWW) UTILITY CROSSING

SURVEY SERVICES

THIS TASK ORDER ("Task Order") 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 services as identified herein and generally described as a Design Survey for the proposed HDD utility crossing under the Intracoastal (the "Project"). The Project is described in the consultant's proposal, dated April 8, 2022, and is attached hereto as "Exhibit 1" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1".

3.0 Schedule

The services to be provided under this Task Order shall be completed within 270 working days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of **\$148,575.00**. 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 Task Order 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 Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

INTENTINALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

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:

WGI, Inc.

By: _____
[Handwritten Signature]

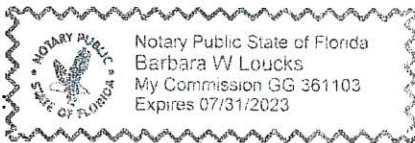
[Corporate Seal]

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 24 day of APRIL 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: 

[Handwritten Signature]

Notary Public Signature

“EXHIBIT 1”



EXHIBIT 1 (Consultant's Proposal)

April 8, 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

Re: Intracoastal Waterway (ICWW) Utility Crossing

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, awarded as per RFQ 18-303 dated March 6, 2018.

SCOPE OF SERVICES

SURVEYING SERVICES

- | | |
|----------------------------------|--------------------|
| I. Design Survey Services | \$45,000.00 |
|----------------------------------|--------------------|
- a. Control Survey
 - b. Upland Topographic Survey
 - c. Hydrographic Survey
 - d. Right-of-Way (R/W) Establishment
1. Establish control sufficient enough to perform the necessary tasks. Establish four benchmarks, two on both sides of the ICWW.
 2. throughout the topo limits as shown below.
 3. Establish the existing R/W throughout the topo limits as shown below.
 4. Research public records.
 5. Review title commitment as authorized under Task II.
 6. Field locate found monumentation for R/W analysis.
 7. Prepare a Topographic Survey of the topo limits as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
 8. The upland survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 100 feet.
 9. The Upland Topographic Survey will include:
 - a. Visible and attainable fixed improvements and utilities unless otherwise noted;
 - b. Footprint of permanent structures;
 - c. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable;
 - d. Invert elevations of sanitary sewer manholes including pipe sizes and type if attainable;

- e. Inverts for the connecting structure outside the topographic limits if found and attainable;
 - f. Type and height of walls, fences;
 - g. Overhead wires (horizontal location only);
 - h. Outline of areas of dense vegetation such as treelines, bushes, hedges, and shrubs not individually located;
 - i. Individual trees with 4 inches and larger caliper measured at breast height when not included within areas of dense vegetation; and
 - j. Outline of landscaped areas.
 - k. Two benchmarks established. Offsite placement preferred if accessible/allowable.
10. The Upland Topographic Survey will not include:
- a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations of structures;
 - c. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
 - d. Sprinkler heads;
 - e. Overhead clearances (signal heads, wires, mast arms, bridges, roofs, overhangs, walkways, piers, etc.);
 - f. Traffic pavement striping including parking spaces;
 - g. Tree tagging;
 - h. Muck depths;
 - i. Finished floor elevations;
 - j. Location of Geotech borings; and
 - k. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.
11. Hydrographic Survey will consist of general ground elevation shots collected by means of single-beam hydrographic survey;
- a. Data shall be collected utilizing RTK-GPS for positioning and elevation.
 - b. Data shall be collected at an approximate 50-ft intervals, within ICWW as shown;
 - c. Cross section locations may be adjusted based on field condition.
 - d. Collection will be ran to/from as close to the edge of water as safely possible, but the extents may be limited to items outside of WGI's control such as depth of water, manmade obstructions, and aquatic or upland vegetation.
12. Field verified R/W and/or property lines to be used as a base file on accompanying design plans and future easement creations. Not a Boundary Survey.
13. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey.

II. Title Report/Commitment Services

\$2,200.00

- 1. Prepare up to four Title Reports as listed showing current ownership and possible encumbrances.
 - a. Bryant Park (PCN 38-43-44-27-00-000-1000)
 - b. Lake Worth Casino Park/Parking (PCN 38-43-44-26-00-001-0010)
 - c. ICWW (PCN 38-43-44-26-00-001-0030)
 - d. ICWW (State Owned)

III. Exhibit Preparation Services \$12,000.00

1. Prepare up to four Sketch and Descriptions for existing or proposed easements in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. It is expected that most if not all will be Sovereign Submerged Land Easements.
3. The Exhibits do not include fieldwork.
4. Deliverable will be a signed and sealed exhibit.

IV. SUE Utility Designates (LEVEL B) - Upland \$28,000.00

1. WGI to provide an ASCE 38-02 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities for verification and horizontal alignment confirmation within project limits as shown in the figure below. Thirteen utility owners with seventeen facilities were identified in the SSOCOF 811 Design Ticket.
2. This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities.
3. WGI will perform survey and location of utility designates using network corrected GNSS surveying methods tied to project control.

V. SUE Utility Designates (LEVEL B) - ICCW \$37,000.00

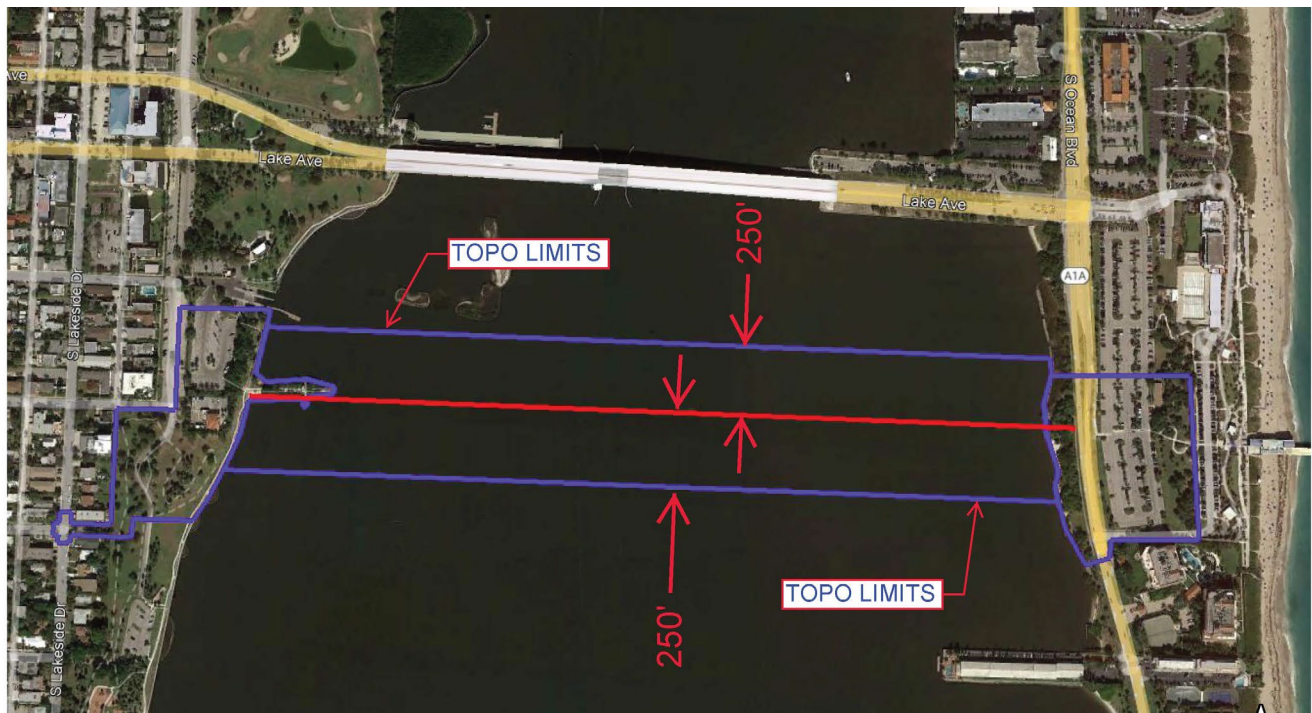
1. WGI proposes an ASCE 38-02 Quality Level B (QLB) subaqueous investigation of potential utility lines impacted by the proposed design of water main and electrical line, this includes (2) Existing 35kV Submersible Electrical Cables and 16" Force Main. Utilization of divers to locate the submerged lines is anticipated.
2. Survey of this investigation will be provided.

VI. SUE UTILITY TEST HOLES (LEVEL A) \$24,375.00

1. WGI will provide an ASCE 38-02 Quality Level A (QLA) field investigation within the project limits, anticipating up to twenty-five (25) vacuum excavation test holes as needed for utility verification, horizontal and vertical confirmation in support of civil design services and conflict mitigation. Minimum of five (5) test holes per deployment.
2. WGI will perform survey and location of utility test holes using network corrected GNSS surveying methods.
3. WGI will provide utility CADD file depicting the location of the test holes and corresponding utility data.
4. WGI will provide a Summary of Verified Utilities Table with test hole information including number, location, utility line type, size, elevation, depth of cover, utility owner, station and offset or northing and easting, if alignment is not available.

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. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
3. Geophysical designating techniques, although highly reliable, are subject to outside interference with are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
4. Utility records research and the evaluation of is not included in this proposal.
5. Select backfill material, flowable fill or other material not included.
6. Irrigation investigation is not included.
7. Designation of storm and sanitary are not included in SUE tasks.
8. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
9. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
10. Meeting attendance is not included in these scope of services.
11. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.



City of Lake Worth Beach

04/08/2022

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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.

A handwritten signature in blue ink, appearing to read "Jim Sullivan".

Jim Sullivan, PSM

Geospatial Business Development Manager