

## **First Amendment to Task Order 18 Civil Engineering Services**

### **CEI Services for Park of Commerce Phase 1B Infrastructure Improvements**

THIS TASK ORDER ("Task Order") is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and Wantman Group, 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: CEI Services for Park of Commerce Phase 1B Infrastructure Improvements Amendment #1 (the "Project").

#### **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 \_\_\_\_\_ calendar 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 time and expense, not to exceed amount of **\$56,123**. The attached proposal identifies the services included for the time and expense, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Bill Needle phone: (561)-268-1734; email: william.needle@wginc.com; and, the Project Manager for the City is Giles Rhoads, PE, phone: (561) 586-1640; email: grhoads@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, dated Complete March 16, 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.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to this Task Order 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

Brian Shields  
2020.10.09  
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APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

CONSULTANT: WANTMAN GROUP, INC.



[Corporate Seal]

By: \_\_\_\_\_  
Brett Oldford

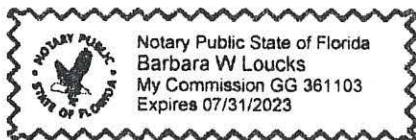
Print Name: Brett Oldford

Title: Vice President, Civil Engineering

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of October, 2020 by BRETT OLDFORD, as V.P. CIVIL ENGINEER (title), of Wantman Group, Inc., a corporation 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: BARBARA W. LOUCKS  
My commission expires: 7/31/2023



October 5, 2020

## EXHIBIT 1

Mr. Giles Rhoads, PE, Assistant Director, Water Utilities  
City of Lake Worth  
301 College Street  
Lake Worth, FL 33460

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

Re: City of Lake Worth Beach Continuing Services Contract  
Additional CEI Services for Park of Commerce Phase 1B Infrastructure Improvements  
Lake Worth Beach, FL

Dear Ms. Parham,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CITY) for engineering services. 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 Agreement Provisions, associated with the original contract between WGI and CITY, awarded as per RFQ 18-303 dated March 16, 2018.

### **PROJECT UNDERSTANDING**

*The CITY has requested that WGI prepare a scope and fee proposal to provide part time construction engineering and inspection (CEI) services during the construction of Lake Worth Park of Commerce Phase 1B. Phase 1B includes 7<sup>th</sup> Avenue North from LWDD E-4 canal to +/- 250-feet east of 23<sup>rd</sup> Avenue South, 7<sup>th</sup> Avenue North from Fitch Ditch to Barnett Drive, and 4<sup>th</sup> Avenue North from 23<sup>rd</sup> Avenue South to +/- 525-feet west of Boutwell Road. Improvements include full-depth pavement restoration, pavement marking and signage, concrete sidewalk, drainage infrastructure, and water main improvements. This project is funded under a Florida Department of Transportation (FDOT) Joint Project Agreement.*

This scope of services and fee proposal is based on an 83-day extension to the original 210-day project schedule listed below as approved in Work Directive Changes #1 (45 days), #2 (25 days) and #3 (13 days). Services to be provided are consistent with the original scope of services listed below.

### **BASIS OF SCOPE**

1. The contract time is 180 days for substantial completion and 210 days for final completion;
2. The project has been designed by Mock Roos and Associates, Inc and construction is based on plans provided labeled "Final Plans January 2019";
3. WGI shall provide construction services as the Owners Representative; and
4. WGI shall provide the following specific services:

### **SCOPE OF SERVICES**

#### **Task I: CEI Services**

1. Respond to Contractor Request for Information

WGI will respond in writing to Contractor's Request for Information (RFI) regarding the design documents during the construction duration. A total of ten (10) RFI responses have been included in this task. WGI will

issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within one week.

2. Review of Contractor's Update to the Construction Schedule and Sequencing

WGI will review the contractor's monthly updates to the proposed project schedule. WGI will review and validate to ensure that construction of the project is on schedule or advise the CITY Project Manager of any variance from the originally approved project schedule.

Review of contractor submittals to address progress updates as part of financing requirements of the project during construction and at project close out, if required.

3. Review of Contractors Applications for Payment

WGI will perform review and verify the completed pay requests submitted monthly by the contractor based on observed and documented work completed and materials stored on-site during the pay period as well as supporting documentation submitted by the contractor as an attachment to the pay request.

4. Progress Meetings

WGI will conduct, prepare agendas and minutes for monthly construction progress meetings. The progress meeting agenda will include, but is not limited to, the following items; Review of the previous minutes, project safety, CITY and resident issues, permitting, construction schedule, submittals, RFIs, quality control issues, construction sequencing & phasing, MOT, change orders and payment applications.

5. Change Order Review and Assistance

WGI will review all submitted requests for work change directives and change orders and assist the CITY Project Manager with the facilitation of the directive and/or change order. Services provided in this task include minor modifications to the design drawings and any plan reproduction required.

6. Construction Observations

WGI will provide PART-time construction observation in our role as the Owners Representative on-site during the Construction Phase. Tasks to be performed by WGI will include; attendance at meetings or conferences and addressing Contractor's Request For Additional Information (RAI's), serving as the CITY's liaison with the contractor, maintaining orderly files for communication, progress photos, submittals and reports, maintaining a daily log book of activities and review of completion certificates. WGI's responsibilities include immediate notification to the contractor and CITY Project Manager if construction is not in accordance with contract documents. Field reports with photos will be provided to the CITY on a weekly basis.

Labor hours included under this task for WGI's Inspector are based on five (5), four (4) hour visits per week and a construction duration of eighty-three (83) days.

#### 7. Substantial Completion

The CITY and WGI will perform a review of the work completed to determine if the requirements of substantial completion have been met. WGI will generate the Substantial Completion Inspection Punch List that includes items to be addressed prior to Final Inspection.

#### 8. Final Inspection and Acceptance

Services included under this task are the Final Inspection in coordination with the CITY Project Manager for review of the completed project and verification that all items listed on the Substantial Completion Inspection Punch List have been satisfied. Upon review, WGI will provide written opinion to the CITY and the financing authority that the Contractor has completed all work required as required under the contract documents.

#### 9. As-Built Drawings

WGI will review the as-built drawings prepared by the contractor's professional surveyor, registered in the State of Florida, upon the completion of construction. Two separate as-built reviews will be provided as required to provide for water clearance and a later review for storm water. The as-built drawings will include post-construction project information and identify any significant deviation from the approved contract documents.

#### 10. Project Certification

WGI will provide certifications to the Palm Beach County Health Department and the Lake Worth Drainage District as required to review the as-built drawings prepared by the contractor's professional surveyor, registered in the State of Florida, upon the completion of construction. The as-built drawings will include post-construction project information and identify any significant deviation from the approved contract documents.

#### 11. Project Close Out

In conformance with contract documents, WGI will review, and deliver to the CITY Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, WGI will provide one complete set of final shop drawing submittals and approved as-built drawings signed and sealed by the contractor's professional surveyor.

#### 12. Final Payment and Release of Retainage

In Conformance with the contract documents, WGI will verify that:

- The contractor's accounts are in order; considering items such as original contract sum, additions and deductions (per Change Order Summary) and any changes or adjustments required of the Schedule of Values has been accepted;
- Retainage amount is correct;
- Certificate of Final Completion has been issued;
- Final acceptance has been obtained from the CITY and the Florida Department of Environmental Protection, if required;
- The Contractor has provided a Final Release in accordance with the contract;

- All required certificates of inspection and occupancy have been obtained from public authorities, utility companies, and other public agencies;
- Completed As-Built Drawings have been received and accepted by the CITY;
- Notification of consent to surety, if any, to make Final Payment to Contractor;
- Amount of Liquidated Damages withheld (if applicable);
- Contractor's Warranty; and
- Preparation of the agenda item for project close-out with the CITY commission.

### 13. FDOT JPA Coordination

In Conformance with FDOT JPA requirements, WGI will:

- Invite FDOT to the per-construction meeting and all construction progress meetings. Meeting minutes will also be provided to FDOT for all meetings held;
- Coordinate the approval of all change orders and significant plan modification with FDOT. Department approval is required prior to the execution of the work in order for it to be reimbursable;
- Provide FDOT with Contractor invoices, project progress reports and requests for reimbursement for review and approval;
- Invite FDOT to the substantial and final completion walkthroughs; and
- Provide FDOT with signed and sealed as-built plans, prepared by the contractor's professional surveyor, and provide a certification that the project was completed per the approved plans and specification. These documents will accompany the CITY provided Certification of Completion stating that the project was completed per the requirements of the JPA.

**Additional Time and Expense Fee\***

**\$56,123**

\* Fees are based on a duration of the extension and derived from the original CEI contract. Original contract for \$676.19 per day (\$142,000/210 days) extended by 83 days.

We appreciate the opportunity to be of service to the City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office.

Respectfully submitted,

**WGI**



Brett Oldford, PE

Vice President – Civil Engineering