

MEMORANDUM

DATE: September 10, 2024

TO: ***ORIGINAL***
City Clerk's Officer

FROM: Robyn Holder, CPPB **RH**
Procurement Management Department

SUBJECT: Recorded Retention

CONTRACT: #20170132 Amendment #8
CONTRACT TITLE: Design Services for the Expansion of Westport WWTP
(Assignment & Assumption Agreement) – Name Change

VENDOR NAME: CHA Consulting, Inc. fka Reiss Engineering, Inc.
VENDOR ADDRESS: 3 Winners Circle
CITY & STATE: Albany, NY 12205

DATE APPROVED BY COUNCIL: February 26, 2018

7b)- Design Services for the Design Services of the Westport Wastewater Treatment Plant Expansion #20170132.

CONTRACT TERM: 07/1/2019 through 09/30/2024

DATE APPROVED BY COUNCIL: August 21, 2023

6h)- Amendment #7 - \$1,354,995.75 & 1,033 calendar days for the Design Services for the Design Services of the Westport Wastewater Treatment Plant Expansion #20170132. New Contract amount of \$6,565,119.97 and a new end date of 6/13/2026.

DATE APPROVED BY COUNCIL: August 21, 2023

6h)- Amendment #7 - \$1,354,995.75 & 1,033 calendar days for the Design Services for the Design Services of the Westport Wastewater Treatment Plant Expansion #20170132. New Contract amount of \$6,565,119.97 and a new end date of 6/13/2026.

DATE APPROVED BY COUNCIL: September 9, 2024

7g)- Amendment #8 - \$129,081.50 a new end date of 6/13/2026. New Contract amount of \$6,694,204.47.



CONTRACT AMENDMENT #8

This Amendment #8 (“Amendment #8”) for Design Services for the Westport Wastewater Treatment Plant Expansion under Contract #20170132 (“the Contract”), by and between the City and CHA Consulting, Inc. fka Reiss Engineering, Inc. (“the Contractor”), as defined below, shall be effective as of the date this Amendment #8 is fully executed.

Contractor’s Full Legal Name:	CHA Consulting, Inc. fka Reiss Engineering, Inc.
Solicitation No./Event ID:	20170132
Solicitation Title/Event Name:	Design Services for the Westport Wastewater Treatment Plant Expansion
Contract Award Date:	2/26/2018
Initial Contract Term:	3/13/2018 through 3/13/2023
Current Contract Expiration Date:	6/13/2026
Requested Contract Expiration Date:	6/13/2026
Initial Contract Amount:	\$3,877,175.00
Current Contract Amended Amount:	\$6,565,119.97
Requested Financial Change Amount:	\$129,081.50
New Contract Amount:	\$6,694,201.47
Amendment No.:	8
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including any previous amendments, is in effect through the Current

Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

1. Amendment #8 Scope of Work.

A. BACKGROUND

After the final design phase of the Nutrient Reduction Improvements, the City of Port St. Lucie ("City") requested to increase the scope of work to include an emergency generator receptacle and a manual transfer switch at the blower/electrical building. The City has also requested that the influent piping interfacing with the new 24" force main (FM) from offsite be modified as part of the project (2A). In addition, the City has requested the instrumentation communication system be changed. These modifications will be made as part of the 2A project.

For the Part 2C Advanced Wastewater Treatment portion of the project, a new precast concrete electrical building for the denitrification filters is being added. A task for other engineering services for additional work due to unforeseen assistance the City might request is also being added.

The City has requested CHA Consulting, Inc. ("CHA" or "Engineer") proceed with the modifications to the Nutrient Reduction Improvements (2A) and Advanced Wastewater Treatment (2C) documents and to include the requested changes to the documents for inclusion with Contract Documents and for submittal to the building department for building permit revisions.

B. SCOPE OF SERVICES

Engineer will assist the City in the implementation of the Westport WWTF Nutrient Reduction Improvements project (2A) modifications and the City's request to modify the plans and technical specifications. This Contract authorizes the Engineer to perform final design and construction phase services for the modifications.

Engineer will assist the City in the in the implementation of the Westport WWTF Advanced Wastewater Treatment Improvements project (2C) modifications and the City's request to provide additional plans, technical specifications, and technical information. This Contract authorizes the Engineer to perform final design services for inclusion of additional documents/information in the documents being prepared per Amendment 7.

PART 2 – FACILITY IMPROVEMENTS

The additional elements of the project include the following:

Part 2A Nutrient Reduction Improvements

Facility improvements will include the following:

- Emergency generator receptacle and manual transfer switch at the blower/electrical building.
- Modifications to influent piping to interface with 24" FM from offsite.
- Modifications to Instrumentation Communication System.

Part 2C Advanced Wastewater Treatment

Facility improvements will include the following:

- New precast concrete electrical building for denitrification filters.

TASK 1. PROJECT ADMINISTRATION

No changes are proposed for Task 1.

TASKS 2 THROUGH 7 (Part 1)

No changes are proposed for Tasks 2 through 7.

TASK 8A, 8C, AND 8D (PART 2)

No changes are proposed for Task 8A, 8C, or 8D.

TASKS 9A, 9C, AND 9D (Part 2)

No changes are proposed for Task 9A, 9C, or 9D.

TASK 10A ADDITIONAL FINAL DESIGN (PART 2A)

10A-1 Water Quality Analyzer Communication System Modifications

Engineer shall provide final design documents for the Westport WWTF Improvements Part 2 that consist of preparing drawings and specifications as necessary for the modifications. Tasks to be performed are as follows:

Prepare revised final design documents to a 90 percent completion level for the City's Review and Comment

- Prepare revised electrical drawings to a 90 percent completion level and include with 90 percent documents being prepared under Task 10A.
- Prepare revised instrumentation and control drawings to a 90 percent completion level and include with 90 percent documents being prepared under Task 10A.

Prepare additional final design documents to a 100 percent completion level

- Update and prepare revised electrical drawings to a 100 percent completion level based on the City's review comments and include with 100 percent documents being prepared under Task 10A.
- Update and prepare revised instrumentation and control drawings to a 100 percent completion level based on the City's review comments and include with 100 percent documents being prepared under Task 10A.
- Provide full set of electrical drawings with revised drawings included to Contractor for Building Department permit revisions.

TASK 10C. ADDITIONAL FINAL DESIGN (PART 2) ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)

10C-1 Denitrification Filter Electrical Building

Engineer shall provide separate final design documents for the Westport WWTF Improvements Part 2 that consist of preparing drawings and specifications for improvements to the existing wastewater treatment facility as approved by the City and consistent with the revised Preliminary Design Report for the advanced wastewater treatment improvements. Tasks to be performed are as follows:

Prepare additional final design documents and include with 60 percent completion level drawings being prepared under Task 10C

- Prepare additional structural drawings to a 60 percent completion level and include with 60 percent documents being prepared under Task 10C.
- Prepare additional electrical drawings to a 60 percent completion level and include with 60 percent documents being prepared under Task 10C.
- Prepare additional instrumentation drawings for the proposed panels to the City's SCADA system to a 60 percent completion level and include with 60 percent documents being prepared under Task 10C.
- Prepare additional technical specifications and include with 60 percent documents being prepared under Task 10C.

Prepare additional final design documents to a 90 percent completion level for the City's Review and Comment

- Prepare additional structural drawings to a 90 percent completion level and include with 90 percent documents being prepared under Task 10C.
- Prepare additional electrical drawings to a 90 percent completion level based on the City's comments on the 60 percent design drawings and include with 90 percent documents being prepared under Task 10C.
- Prepare additional instrumentation drawings to a 90 percent completion level based on the City's comments on the 60 percent design drawings and include with 90 percent documents being prepared under Task 10C.
- Prepare additional technical specifications and include with 90 percent documents being prepared under Task 10C.

Prepare additional final design documents to a 100 percent completion level

- Update and prepare additional structural drawings, electrical drawings and instrumentation drawings to a 100 percent completion level based on previous design submittals and the City's review comments and include with 100 percent documents being prepared under Task 10C.
- Prepare additional technical specifications and include with 100 percent documents being prepared under Task 10C.

TASK 10D (PART 2)

No changes are proposed for Task 10D.

TASK 11A, 11C, AND 11D (Part 2)

No changes are proposed for Task 11A, 11C, or 11D.

**TASK 12A. CONSTRUCTION PHASE SERVICES (PART 2)
NUTRIENT REDUCTION IMPROVEMENTS (PART 2A)**

- Engineer will provide revised plans and specifications for the modifications and issue an RFQ to the CMAR.
- Engineer will provide electronically signed and sealed drawing files for resubmittal to the Building Department as necessary.

- Revised plans and specifications are to be issued separately from the Conformed Documents being provided as part of Task 12A.

TASK 12C. CONSTRUCTION PHASE SERVICES (PART 2) ADVANCED WASTEWATER TREATMENT IMPROVEMENTS (PART 2C)

12C-1 Denitrification Filter Electrical Building

- **Additional Design Clarification Responses** – Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or specification, and issue field orders as necessary. Up to two (2) responses are included.
- **Additional Submittal Review** – Review additional shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to ten (10) additional submittals are anticipated (including re-submittals).
- **Additional RFI Responses** – Review and respond to additional requests for information (RFI) from the Contractor. Up to three (3) additional RFIs are anticipated.

12C-2 Denitrification Filters

This task is for Other Engineering Services that could be required to perform additional work due to unforeseen assistance the City might request. Other Engineering Service may include, but not be limited to, additional design clarifications, additional construction submittals, additional Requests For Information (RFI), work by subcontractors, or related items.

Services provided under this Task shall be billed lump sum per task up to the specified amount as authorized by the City, subject to the limits set in the agreement. Services performed under this Task must be initiated by an email authorization issued by the City.

TASK 12D (PART 2)

No changes are proposed for Task 12D.

TASKS 13 THROUGH 14 (PART 2)

No changes are proposed for Tasks 13 or 14.

DELIVERABLES

The Engineer will provide the City the following deliverables:

- ☐ Revised electrical and instrumentation/control drawings and technical specifications for Part 2A at 90% and 100% completion levels.
- ☐ Additional structural, electrical, and instrumentation drawings and technical specifications for Part 2C at 60%, 90%, and 100% completion levels.
- ☐ Electronic (electronically signed and sealed PDF and AutoCAD) files of the revised drawings and specifications for issuance of an RFQ.
- ☐ Electronic (electronically signed and sealed PDF) files of the revised drawings for re-submittal to the building department as necessary.

C. TIME OF PERFORMANCE

Engineer shall perform services for the additional Tasks as follows:

TASK	COMMENCING	DAYS
Task 10A – Final Design Services Nutrient Reduction Improvements (Part 2A)	From Date of NTP	No Additional Days
Task 10C – Final Design Services Nutrient Reduction Improvements (Part 2C)	From Date of NTP	No Additional Days
Task 12A – Construction Phase Services Nutrient Reduction Improvements (Part 2A)	From Date of NTP	No Additional Days
Task 12C – Construction Phase Services Nutrient Reduction Improvements (Part 2C)	From Date of NTP	No Additional Days

D. COMPENSATION

TASK	Amendment #8 Fee
Task 10A-1: Final Design Services (Part 2A)	\$16,195.50
Task 10C-1: Final Design Services (Part 2C)	\$41,792.23
Task 12A: Construction Phase Services (Part 2A)	\$28,839.24
Task 12C-1: Construction Phase Services (Part 2C)	\$23,009.65
Task 12C-2: Construction Phase Services (Part 2C)	\$19,244.88
TOTAL	\$129,081.50

E. SERVICES NOT INCLUDED

The following services may be required for the Project, but are not included in this authorization:

- Site plan approval for the new building.

F. CITY'S RESPONSIBILITY

In addition to the City's responsibilities pursuant to the Contract, the City will:

- None.

2. Contract Extension. No additional time is needed to allow for the new work identified above.

3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized

alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.

- c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XX of the Contract.

4. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5. COOPERATION WITH INSPECTOR GENERAL. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

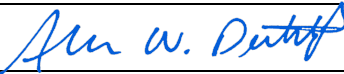
6. SUCCESSORS AND ASSIGNS. This Amendment #8 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

7. ENTIRE AGREEMENT. Except as expressly modified by this Amendment #8, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #8 and the Contract, including any written

amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #8 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CHA Consulting, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Allen Dethloff Project Team Leader
Date:	8/28/2024
Company Address:	1016 Spring Villas Point, Winter Springs, FL 32708

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	September 18, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984