

Contract # 20170132 Amendment #1

Contract #20170132

Amendment #1

Date: 3/20/2020

Contract Title: Design Services for the Westport Wastewater Treatment Expansion

Contractor's Name: Reiss Engineering

Amendment Start Date: July 1, 2019

Amendment End Date: December 31, 2019

Revised End Date: February 5, 2020

Amendment Total: **\$73,197.75**

The following modifications to the Terms and Conditions contained in Contract#20170132 between Reiss Engineering dated March 5, 2018 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract/Agreement. All other terms and conditions of the original contract and/or Addenda remain in full force and effect.

SECTION I: Scope of Services: The following is a detailed description of the engineering services to be provided.

Background

The City of Port St. Lucie (City) is in the process of expanding the capacity of the Westport Wastewater Treatment Facility (WWTF) from 6 million gallons per day (MGD) to 12 MGD. The City contracted with Reiss Engineering, Inc. (REI) to perform the design and construction services for the WWTF expansion (Contract #20170132 executed on March 5, 2018). The expansion is planned to be performed into 2 parts, Part 1 consisting of improving the existing process to address several operational issues currently being experienced at the facility and Part 2 consisting of the construction of the additional process components needed for the plant expansion to 12 MGD.

Following the design and bidding of Part 1 – Process Improvements, the construction contract was awarded to TLC Diversified, Inc. (TLC) by the City (Contract executed on January 22, 2019). Per the contract terms, TLC had 365 days to complete the work starting March 7, 2019 and ending March 7, 2020.

REI's Part 1 construction services was scoped for a 6-month duration and envisioned limited inspection and construction management services. In addition to having 6 more months to construct than REI had to inspect, TLC severely underperformed and put the Westport WWTF at risk of failing to meet regulatory requirements. During construction, REI's services have exceeded the contractually scoped services. This document presents a summary of the out-of-scope work as well as the associated incurred costs, through February 5, 2020. City staff have indicated intent to reimburse REI for these out of scope services incurred in association with supporting the City in this exigent situation.

Task 6 – Construction Phase Services (Part 1)

Task 6 services were scoped based on an approximate 6-month construction schedule. The pre-construction meeting was held with TLC on January 17, 2019, initiating the associated Construction Phase Services by REI.

Based on the date of the pre-construction meeting, REI's end date for Task 6 services would have been July 17, 2019.

Since TLC did not perform any substantial field construction work until July 1, 2019, REI did not have to provide any significant field-related construction administration services until July 1, 2019. Therefore, assuming a start date of July 1, 2019, the scoped 6-months of construction administration would have covered REI activities until December 31, 2019.

REI has and continues to provide services in support of the project.

Based on the continued construction, REI has provided additional construction services beyond December 31, 2019 through February 5, 2020. More specifically, the additional services have consisted of additional construction administration services including addressing Contractor performance issues, two (2) additional monthly progress meetings, and four (4) additional weekly coordination meetings with the City and the Contractor. The majority of these costs have been related to senior-level support to the City and the project due to significant and repeated performance issues by TLC. These additional services have resulted in **\$34,258.75** in incurred costs through February 5, 2020.

Task 7 – Resident Project Representative (Part 1)

The Task 7 scope to provide a Resident Project Representative (RPR) consisted of 528 hours (24 hours a week for 22 weeks) of service to observe the progress and quality of the work and determine if the work was proceeding in accordance with the Contract Documents.

RPR services began in July 15, 2019, with the contractual duration of 22 weeks ending December 13, 2019. However, due to the performance issues by the Contractor and the longer duration afforded the Contractor in their contract with the City, REI's RPR services not only extended past December 13, 2019 but expanded to more than 40 hours per week, to provide both routine RPR services and to help address the issues with performance and quality by TLC. Since December 13, 2019, 259 hours of out-of-scope RPR services were provided through February 5, 2020, at a cost of **\$38,939.00**.

Summary

In summary, REI provided additional services beyond the original scope totaling **\$73,197.75** through February 5, 2020. In addition, further services are anticipated to support completion of the project, now generally expected to extend through the July 2020 timeframe. Those estimated costs will be provided under separate cover.

Balance of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

REISS ENGINEERING, INC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

Printed Name: C. ROBERT REISS

State of: Florida County of: Seminole

Before me personally appeared: C. Robert Reiss
(Please print)

Please check one:

Personally known ✓
Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 20th day of March, 2020.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires Jan. 26, 2023

(seal)

