

MEMORANDUM

DATE: April 30, 2025

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

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

SUBJECT: Recorded Retention

CONTRACT: #20170132 Amendment #10
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.

DATE APPROVED BY COUNCIL: N/A

7g)- Amendment #9 - \$31,134.88 a new end date of 8/27/2026. New Contract amount of \$6,725,336.35.

DATE APPROVED BY COUNCIL: 4/28/2025

7g)- Amendment #10 - \$122,102.50 a new end date of 10/11/2026. New Contract amount of \$6,847,438.85.



**CONTRACT
AMENDMENT #10**

This Amendment #10 ("Amendment #10") 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 #10 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:	8/27/2026
Requested Contract Expiration Date:	10/11/2026
Initial Contract Amount:	\$3,877,175.00
Current Contract Amended Amount:	\$6,725,336.35
Requested Financial Change Amount:	\$122,102.50
New Contract Amount:	\$6,847,438.85
Amendment No.:	10
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 #10 Scope of Work.

A. BACKGROUND

As part of Amendment 7, preliminary design, permitting, final design, bidding, and construction services were added for Part 2D Reclaimed Water Reject Storage tanks. During preliminary design, challenges associated with mitigating wetland impacts on the preliminary site through the US Army Corp of Engineers (USACE) were identified. The City has requested the location of the tanks be modified.

The City has requested Contractor proceed with the modifications to the Nutrient Reduction Improvements (2D) documents to proceed with permitting and final design.

In addition, the condition of the existing aeration basin 2 exterior wall, which will be a common wall with the new aeration basin 4, is being questioned. The City has requested that a structural condition assessment be performed for the structure.

A task for other engineering services for additional work due to unforeseen assistance the City might request is also being added.

B. SCOPE OF SERVICES

Contractor will assist the City in the implementation of the Westport WWTF Nutrient Reduction Improvements project (2D) modifications and the City's request to modify the preliminary engineering documents as needed. This Contract authorizes the Contractor to perform additional preliminary design phase services for the modifications.

Contractor will also assist the City in performing a condition assessment of the existing aeration basin 2 outer wall.

PART 2 – FACILITY IMPROVEMENTS

The facility improvements will include design and construction of new reject water storage facilities for out-of-specification effluent (reject water) (Part 2D) which will be a separate bid package from Part 2A and 2C.

The additional elements of the project include the following:

Part 2D Reject Water Storage Facilities

- Two (2) new 4 MG prestressed concrete reject water storage tanks for out-of-specification effluent (reject water) and all associated appurtenances and piping.
- New reject water transfer pump station and associated piping with the ability

to return flow back to the denitrification filter process and/or the existing headworks.

- ☐ Reclaimed water control valve.
- ☐ Electrical system modifications.
- ☐ Instrumentation and control system modifications.

The additional elements of the project include the following:

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.

TASKS 8A and 8C (PART 2)

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

TASK 8D. PROVIDE ADDITIONAL PRELIMINARY ENGINEERING SERVICES (PART 2) REJECT WATER STORAGE FACILITIES (PART 2D)

Contractor will perform additional preliminary engineering services for the reject water storage facilities as part of the Westport WWTF Nutrient Reduction Improvements Part 2D project. The Contractor will:

- ☐ Revise the site plans and Preliminary Design Report being prepared under Task 8D as part of a separate submittal.

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

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

TASKS 10A, 10C, AND 10D (Part 2)

No changes are proposed for Task 10A, 10C, or 10D.

TASKS 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)

12A-1 Other Engineering Services

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 on a lump sum basis for each individual task assigned. Contractor and City staff will agree, in writing, to an estimated level of effort prior to initiation of work on a requested task. Services may be provided up to the specified budget amount as authorized by the City.

TASKS 12C, AND 12D (Part 2)

No changes are proposed for Task 12C or 12D.

TASKS 13 THROUGH 14 (PART 2)

No changes are proposed for Tasks 13 or 14.

TASK 15 (PART 2)

Contractor will perform a structural condition assessment of existing aeration basin 2 exterior wall (to be shared with new aeration basin 4). Assessment will include recommendations for repair as part of the Westport WWTF Nutrient Reduction Improvements project.

DELIVERABLES

The Contractor will provide the City the following deliverables:

- Revised preliminary design report.
- Condition assessment report with recommendations.

C. TIME OF PERFORMANCE

Contractor shall perform services for the additional Tasks as follows:

TASK	COMMENCING	DAYS
Task 8D-1 Additional Preliminary Design Services Nutrient Reduction Improvements (Part 2D)	From Date of NTP	45 Days
Task 12A-1 Other Engineering Services Nutrient Reduction Improvements (Part 2A)	From Date of NTP	Ongoing
Task 15-1 Structural Evaluation of AB2 w/ Recommendations Nutrient Reduction Improvements (Part 2A)	From Date of NTP	30 Days

The total duration for this Amendment #10 Scope of Services is 45 days which extends all other tasks associated with Task 8D by 45 days.

D. COMPENSATION

TASK	Amendment #10 Fee
Task 8D-1 Additional Preliminary Design Services Nutrient Reduction Improvements (Part 2D)	\$ 18,207.50
Task 12A-1 Other Engineering Services Nutrient Reduction Improvements (Part 2A)	\$100,000.00
Task 15-1 Structural Evaluation of AB2 w/ Recommendations Nutrient Reduction Improvements (Part 2A)	\$3,895.00
TOTAL	\$122,102.50

E. SERVICES NOT INCLUDED

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

☐ None.

F. CITY'S RESPONSIBILITY

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

☐ None.

G. The total duration for this Amendment #10 Scope of Services is 45 days.

- Contract Extension. The parties hereby agree that the Contract will be extended for an additional period, as follows:
- Beginning Date of Amendment #10 Term: August 28, 2026.
End Date of Amendment #10 Term: October 11, 2026.

The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #10 Term" unless the parties agree in a duly executed writing to extend the Contract for an additional period.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #10 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #10, 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 #10 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 #10 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:	April 7, 2025
Company Address:	1016 Spring Villas Point, Winter Springs, FL 32708

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	April 30, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984