

MEMORANDUM

DATE: March 13, 2020

TO: ****ORIGINAL****
CITY CLERK'S OFFICE

FROM: Jason Bezak
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20160056 Amendment #6
CONTRACT TITLE: Riverwalk & Westmoreland Park Design -
Restaurant Parcel Site Plan & Detail Plan
Modifications

VENDOR NAME: Culpepper & Terpening, Inc.
VENDOR ADDRESS: 2980 S 25th Street
CITY & STATE: Ft. Pierce, FL 34981

APPROVED BY COUNCIL: March 9, 2020
7f)- CULPEPPER & TERPENING, INC., AMENDMENT #6, Riverwalk &
Westmoreland Park Design - Restaurant Parcel Site Plan & Detail Plan Modifications,
#20160056, \$154,055 FOR A NEW CONTRACT TOTAL OF \$849,394.00, PARKS &
RECREATION DEPARTMENT, PROCUREMENT MANAGEMENT DEPARTMENT

CONTRACT AMENDMENT TERM: 09/30/2020 through 09/30/2021, with no option to
renew.

Please see the attached for (1) original executed document for your records.

Thank you.

Contract # 20160056 Amendment # 6

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Date:

Contract Title: Riverwalk and Westmoreland Park Design, Additional Park Design and CEI
Contractor's Name: Culpepper & Terpening, Inc.
Current Expiration: September 30, 2020
New Expiration: September 30, 2021
Current Contract Amount: \$695,339.00 (including Amendments 1-5)
Amendment #6: \$154,055.00
New Contract Amount: **\$849,394.00**

The following modifications to the Terms and Conditions contained in Contract # 20160056 between Culpepper & Terpening, Inc. dated October 01, 2016 and the City of Port St. Lucie are hereby incorporated and make a part of that Contract.

SCOPE OF SERVICES:

The Engineer is to provide additional services for modifications to the project. The project modifications to the project include Site Plan modifications and site civil plans for a new restaurant facility, sanitary sewer service to the Historical Village, updated playground area, and platting of the parcels. Work shall also include permit modifications to the Florida Department of Environmental Protection Submerged Land Lease, and installation plans for the relocation of the existing pedestrian bridge on Floresta Drive over the Elkcam Waterway.

TASK 7.7 – Westmoreland Park Site Plan Modifications

Consultant shall prepare a modification to the currently approved Site Plan for the Westmoreland Park project. The plans shall be based upon the conceptual Site plan approvals provided by the CITY as part of the new restaurant facility and playground area. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Calculated Site Plan;
- Boundary Survey;
- Restaurant Facility (provided by others); and
- Playground Plans & Details (provided by others)

Plans shall be prepared for CITY staff review and approval. Additional SPRC submittal are not part of this scope of services.

TASK 7.8 – Westmoreland Park Construction Plan Modifications

Consultant shall prepare detail plans based upon the modification to the Site Plan referenced in Task 7.7. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Key Sheet;
- Horizontal Control & Pavement Marking Plan;
- Paving & Drainage Plan;
- Grading Plan;
- Utility Connection Plan (potable water and sanitary sewer);
- Historical Village Sanitary Connection Plans (secondary Grinder Station);

- Stormwater Pollution Prevention Plan;
- Construction Details and Specifications;
- Landscape & Irrigation Plans; and
- Site Lighting Plans.

Consultant shall provide an updated estimate of probable construction cost for the project.

TASK 7.9 – Westmoreland Park Permit Modifications

Consultant shall prepare modifications to the current regulatory permits issues for the project based upon the changes requested by the City:

- South Florida Water Management District ERP;
- Port St. Lucie Utility Systems Department;
- Port St. Lucie Engineering Department; and
- Port St. Lucie Planning Compliance Permit

TASK 7.10 – Restaurant Parcel Sketch & Description

Consultant shall prepare a sketch and description of the area that will encompass the future restaurant. The sketch and description shall be used by the City to establish the lease area for the Restaurant.

TASK 7.11 – Submerged Land Lease Modification

The Engineer shall prepare a modification to the current Florida Department of Environmental Protection permit to avoid conflicts with the existing FP&L submerged power system. The work shall include a modification to both the boardwalk permit drawings and submerged Land lease sketch and descriptions for approval by the FDEP. These modifications are required do to the unknown timing of FP&L’s ability to abandon the facilities.

TASK 7.12 – Pedestrian Bridge Relocation Design

The Engineer will prepare construction plans for the relocation of the existing pedestrian bridge located on Floresta Drive over the Elkcam waterway to the canal at Veterans Park. Work shall include the following:

- Evaluation of bridge elevation adequacy over the waterway;
- 60’ geotechnical boring for the foundation design;
- Pile supported end bents and approach slabs for the existing single span steel truss pedestrian bridge;
- Retaining wall design, either cast-in-place cantilever, MSE or segmental block; and
- Connection to existing walkways at both ends.

TASK 7.13 – Project Representation

Consultant shall prepare for and attend meetings associated with the development and approval process for the project. Meetings shall include, but not be limited to the following events:

- Bi-Monthly progress meetings for the estimated 6-month design and permitting process;
- City Council Update and Informational meetings (Based upon 2 meetings);
- CRA presentations (Based upon 2 meetings); and
- Public Informational Meetings (Based upon 1 meeting)

TIME OF PERFORMANCE:

The original contract period started October 01, 2016, with a completion date of September 30, 2017. The work for this amendment will be provided in accordance with the following schedule:

<u>Phase/Task</u>	<u>Description</u>	<u>Est. Begin</u>	<u>Est. Completion</u>
Task 7.7	Westmoreland Park Site Plan Modifications	04/2020	08/2020
Task 7.8	Westmoreland Park Construction Plan Modifications	08/2020	12/2020
Task 7.9	Permitting	08/2020	12/2020
Task 7.10	Restaurant Parcel Sketch & Description	TBD	30 days
Task 7.11	Submerged Land Lease Modification	03/2020	04/2020
Task 7.12	Pedestrian Bridge Relocation Design	06/2020	10/2020
Task 7.13	Project Representation	03/2020	12/2020

Above referenced completion dates are predicated upon City other consultant team's ability to provide the restaurant footprint and playground layout and can be adjusted from time to time as needed for completion of those items.

COMPENSATION:

Payment for services shall be provided on a monthly basis based upon the percentage of work completed.

<u>Phase/Task</u>	<u>Description</u>	<u>Task Fee</u>
Task 7.7	Westmoreland Park Site Plan Modifications	\$25,060 LS
Task 7.8	Westmoreland Park Construction Plan Modifications	\$44,600 LS
Task 7.9	Permitting	\$ 9,300 LS
Task 7.10	Restaurant Parcel Sketch & Description	\$ 1,365 LS
Task 7.11	Submerged Land Lease Modification	\$ 5,290 LS
Task 7.12	Pedestrian Bridge Relocation Design	\$55,010 LS
Task 7.13	Project Representation	\$13,430 LS
GRAND TOTAL OF AMENDMENT #6		\$154,055 LS

The current contract amount needed to be revised based on a miscalculation in the new contract amount on Amendment #5. The current contract amount has been revised to reflect correctly at \$695,339.00 for Amendment #6.

All other terms and conditions of the original contract and/or Addenda apply.

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

CITY OF PORT ST. LUCIE FLORIDA

CULPEPPER & TERPENING, INC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida County of: St. Lucie County

Before me personally appeared: STEPHAN K. MATTHEWS
(please print)

Personally known ✓
or Produced Identification: _____
(type of identification)
Identification No. _____

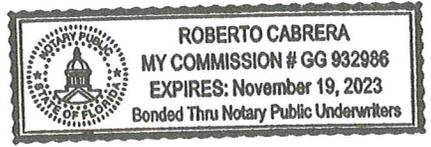
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to
and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 29th day of February, 2020

[Signature]
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires 11-19-23



(seal)