

MEMORANDUM

DATE: March 20, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Records Retention

CONTRACT: #20160056 Amendment #10
CONTRACT TITLE: Riverwalk and Westmoreland Park Design

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

ORIGINAL CONTRACT APPROVED BY COUNCIL: 09/12/2016

AMENDMENT #5 APPROVED BY COUNCIL: 10/22/ 2018
CONTRACT AMENDMENT TERM: 10/01/2018 through 09/30/2019, with no option to renew. Increase of \$213,754 for a new contract total of \$728,889

AMENDMENT #6 APPROVED BY COUNCIL: 03/09/2020
CONTRACT AMENDMENT TERM: 09/30/2020 through 09/30/2021, with no option to renew. Increase of \$154,055 for a new Contract total of \$849,394.

AMENDMENT #7 APPROVED BY COUNCIL: 06/22/2020
Amendment #7 does not affect the current contract period which ends September 30, 2021. One-time expense of \$93,118.

AMENDMENT #8 APPROVED BY COUNCIL: 06/27/2022
CONTRACT TERM: Amendment #8 extends the contract term from 09/30/2021 to a revised end date of 03/30/2023 (546 calendar days) with an increase of \$122,445 with a revised contract amount of \$1,064,967.

AMENDMENT #9 APPROVED BY COUNCIL: 09/11/2023
CONTRACT TERM: Amendment #9 extends the contract term from 03/30/2023 to a revised end date of 07/31/2024 (489 calendar days) with an increase of \$106,489.00 with a revised contract amount of \$1,171,456.00

AMENDMENT #10 APPROVED BY COUNCIL: N/A

CONTRACT TERM: Amendment #10 adds \$82,900.00 to the contract and does not extend the contract term. Contract ends 7/31/2024. The new Contract amount is \$1,254,356.00



**CONTRACT
AMENDMENT #10**

This Amendment #10 ("Amendment #10") for the Riverwalk & Westmoreland Park Design Plan under Contract #20160056 ("the Contract"), by and between the City and Culpepper & Terpening, Inc. ("the Consultant"), shall be effective as of the date this Amendment #10 is fully executed.

Consultant's Full Legal Name:	Culpepper & Terpening, Inc.
Solicitation No./Event ID:	20160056
Solicitation Title/Event Name:	Riverwalk and Westmoreland Park Design Plan
Contract Award Date:	September 12, 2016
Initial Current Contract Term:	October 1, 2016 through September 30, 2017
Current Contract Expiration Date:	July 31, 2024
Requested Contract Expiration Date:	July 31, 2024 (0 days)
Initial Contract Amount:	\$334,975.00
Current Contract Amended Amount:	\$1,171,456.00
Requested Financial Change Amount:	\$82,900.00
New Contract Amount:	\$1,254,356.00
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:

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

SCOPE OF SERVICES:

The Consultant is to provide additional services for the construction engineering, inspection, and testing for the completion of Westmoreland Park and the additional Riverwalk Boardwalk improvement projects. The scope of work will include additional environmental permit coordination as required for the conservation tract.

TASK 7.25 – Westmoreland/Riverwalk Close-Out Assistance

Consultant shall assist the City with close out construction activities related to the completion of the playground, restaurant, and Historical Building areas. Assistance shall include final site inspections, review and recommended adjustments to the drainage, landscaping, and lighting plans for the playground and restaurant areas, utility connections for the historical buildings, boardwalk repair for the fire damaged section, and pedestrian bridge relocation activities. Scope shall include attendance at weekly construction meetings, preparation of updated documents, and response to contractor questions.

TASK 7.26 – Construction Testing (Boardwalk Fire Repairs & Pad)

The Consultant will provide construction testing for the Boardwalk fire damaged repair area and restaurant pad area. Testing is based upon the following:

- Pile Driving observation and testing.
- Density Testing of Restaurant Pad.

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 7.25	Westmoreland/Riverwalk Close-Out Assistance	12/2023	06/2024
Task 7.26	Construction Testing	01/2024	06/2024

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 7.25	Westmoreland/Riverwalk Close-Out Assistance	\$66,400 LS
Task 7.26	Construction Testing	\$16,500 T&E
GRAND TOTAL OF AMENDMENT #10		\$82,900

2. **TIME EXTENSION.** No additional time is needed. The current expiration date remains as July 31, 2024.


3. **E-VERIFY.** In accordance with section 448.095, the Consultant agrees to comply with the following:
 1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
 2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsultant with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
 3. 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.
 4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of the Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the Contract with the subconsultant.
 5. 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 Consultant may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. The Consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.
 6. The City, Consultant, or any subconsultant 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 accordance with the Venue provision in Section XV of the Contract.

4. **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.


5. **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.

CONSULTANT

Consultant's Full Legal Name: (PLEASE TYPE OR PRINT)	Culpepper & Terpening, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Stefan K. Matthes, PE
Date:	March 15, 2024
Company Address:	2980 South 25 th Street, Ft. Pierce FL 34981

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:	03/20/2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984