


MEMORANDUM

DATE: September 12, 2023

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

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Records Retention

CONTRACT: #20160056 Amendment #9
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





CONTRACT AMENDMENT

This Amendment #9 ("Amendment #9") for the Riverwalk and Westmoreland Park Design Plan Boardwalk Phase II Contract #20160056 ("the Contract"), by and between the Engineer and the City, as defined below, shall be effective as of the date this Amendment #9 is fully executed.

Engineer'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:	March 30, 2023
Requested Contract Expiration Date:	July 31, 2024 (addition of 489 days)
Initial Contract Amount:	\$334,975.00
Current Contract Amended Amount:	\$1,064,967.00
Requested Financial Change Amount:	\$106,489.00
New Contract Amount:	\$1,171,456.00
Amendment No.:	9
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including the previous eight (8) 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. **INCREASE COMMODITIES.** The following modifications to the Terms and Conditions contained in the Contract between Culpepper & Terpening, Inc. and the City of Port St. Lucie are hereby incorporated and made a part of that Contract.

SCOPE OF SERVICES:

The Engineer is to provide additional services for the construction engineering, inspection, and testing for the Westmoreland Park Phase of the Riverwalk Boardwalk & Westmoreland Park project. The scope of work will include additional environmental permit coordination for the permitting of the FDOT underpass.

TASK 7.22 – Westmoreland Park Playground/Restaurant Assistance

The Engineer shall assist the City with adjustment during construction activities related to the playground and restaurant areas. Assistance shall include review and recommended adjustments to the site drainage, landscaping, and lighting plans for the playground and restaurant areas. Work shall include plan updates and revisions to allow contractor adjustments. Work shall include coordination with the City's consultants for the playground and restaurant improvements. Scope shall include attendance at weekly construction meetings, preparation of updated documents, and response to contractor questions.

TASK 7.23 – Construction Engineering & Inspection (PSL Blvd Underpass)

The Engineer shall provide Construction Engineering Inspection (CEI) services during the estimated construction period of sixteen (16) weeks along with a two (2) week close out for a total construction duration of eighteen (18) weeks. The Engineer shall provide an inspector part time as required to review work completed by the contractor. Periodic Inspection Services during the construction of the designed improvements shall assist with interpretations of, and report on, issues related to the construction plans and contract documents. Engineer shall provide engineering services for CEI support during the procurement process, review of contractor's shop drawings, construction documents and plans, coordination and daily field inspection and documentation of construction activities, schedule monitoring, pay item tracking and monthly progress payments, coordination of progress meetings and other project related meetings as necessary, and review of as-built drawings to facilitate construction final payment and close-out.

The Engineer shall perform the following scope of construction related services:

1. Coordination of daily site inspection by Engineer's Inspector, with the following tasks performed:
 - Review contractor's planned activities for the day;
 - Summarize personnel and equipment present;
 - Observe construction materials staged onsite;
 - Observe and monitor construction activities (pile driving and boardwalk)
 - Observe and monitor offsite drainage and property impacts;
 - Observe and monitor erosion control measures;
 - Observe and monitor maintenance of traffic;
 - Perform periodic checks of contractor's compliance with contract specification requirements;
 - Photo document site as needed;

- Document and summarize resolution of any problems, issues, contract interpretations, etc.;
 - Complete Daily Work Reports; and
 - Document pay item quantities for constructed/installed materials.
2. Review and coordinate response for any written Contractor Requests for Information (RFIs) provided to Engineer.
 3. Review and provide recommendations to the City on any change orders necessary to complete intent of project scope.
 4. Review and provide recommendations to the City on the Contractor's Monthly Pay Request.
 5. Conduct initial and final walk-through inspections of project with pertinent stakeholders and provide City with punch list input. Ensure correction of any deficient items noted on punch list.
 6. Review and provide the City with recommendations and resolution on any claim issue provided to Engineer by the Contractor.

TASK 7.24 – Construction Testing (PSL Blvd Boardwalk Underpass)

The Engineer will provide construction testing for the Phase 2 project. Testing is based upon the following:

- Pile Driving observation and testing

TIME OF PERFORMANCE:

The original contract period started October 01, 2016, with a completion date of September 30, 2017. The work for this Amendment #9 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 7.22	Westmoreland Park Playground Assistance	12/2022	07/2023
Task 7.23	Construction Engineering & Inspection	06/2023	12/2023
Task 7.24	Construction Testing	06/2023	12/2023

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 7.22	Westmoreland Park Playground Assistance	\$49,620.00 LS
Task 7.23	Construction Engineering & Inspection	\$46,540.00 T&E
Task 7.24	Construction Testing	\$10,329.00 T&E

GRAND TOTAL OF AMENDMENT #9 **\$106,489.00**

2. **TIME EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

- a. Extend Contract term for an additional 489 calendar days:

- Beginning Date of Amendment #9 Term: March 30, 2023.
- End Date of Amendment #9 Term: July 31, 2024.


b. The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #9 Term" unless the parties agree to extend the Contract for an additional period of time.

3. **SUCCESSORS AND ASSIGNS.** This Amendment #9 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

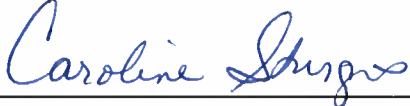
4. **ENTIRE AGREEMENT.** Except as expressly amended by this Amendment #9, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #9 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 #9 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CULPEPPER & TERPENING, INC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Stefan K. Matthes, PE, Senior Vice President
Date:	August 21, 2023
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:	9/13/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984