



**CONTRACT
AMENDMENT #11**

This Amendment #11 (“Amendment #11”) 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 #11 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 Contract Term:	October 1, 2016 through September 30, 2017
Current Contract Expiration Date:	July 31, 2024
Requested Contract Expiration Date:	December 31, 2024 (150 days)
Initial Contract Amount:	\$334,975.00
Current Contract Amended Amount:	\$1,254,356.00
Requested Financial Change Amount:	\$23,660.00
New Contract Amount:	\$1,278,016.00
Amendment No.:	11
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 construction & engineering testing.

TASK 7.27 – Construction Engineering & Testing

Consultant shall provide construction engineering and testing services as part of the pedestrian bridge that connects the Veterans Park at Rivergate to The Promenade and create additional connectivity throughout The Port District.

TIME OF PERFORMANCE:

The original Contract period started October 1, 2016, with a completion date of September 30, 2017. The Consultant has continued to provide Design and Construction Engineering services for all aspects of The Port Project. 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 7.27	Construction Engineering & Testing Services	06/2024	12/31/2024

COMPENSATION:

\$23,660.00 T&E- Payment for services shall be provided on a monthly basis based upon the percentage of work completed.

GRAND TOTAL OF AMENDMENT #11 \$23,660.00

- 2. TIME EXTENSION.** The additional time for this work is one hundred and fifty (150) calendar days for a new Contract Expiration Date of December 31, 2024. The parties agree the Contract will expire at midnight on that date unless the parties agree in a duly executed writing to extend the Contract for an additional period.
- 3. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Consultant certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 4. **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Consultant understands and will comply with this statute.
- 5. **SUCCESSORS AND ASSIGNS.** This Amendment #11 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #11, 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 #11 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 #11 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, Senior Vice President
Date:	July 19, 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:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984