

## Contract # 20160056 Amendment # 3

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Date: 1-3-2018

Contract Title: Riverwalk and Westmoreland Park Design

Contractor's Name: Culpepper & Terpening, Inc.

Current Expiration: February 28, 2018

Current Contract Amount: \$362,995.00

New Expiration: July 1, 2018

New Contract Amount: \$393,065.00

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 the completion of the project. Scope of services includes the bidding, construction engineering & inspection, and testing for the boardwalk project.

#### **TASK 7.1 – Project Bidding (Boardwalk Repair)**

The Engineer will prepare a complete set of construction documents, including final construction plans, technical specifications and standard bid forms for the Phase 1 project. The project includes the Boardwalk Repair to the original construction phase of the existing boardwalk. One electronic version in the format requested by the City and five (5) copies of the construction documents will be provided to the City for pricing purposes (full size construction plans).

#### **TASK 7.2 – Construction Engineering & Inspection (Boardwalk Repair)**

The Engineer shall provide Phase 1 Construction Engineering Inspection (CEI) services during the estimated construction period of twenty (20) weeks along with a two (2) weeks close out for a total construction duration of twenty two (22) weeks. An inspector will be provided 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. Engineering services shall be provided 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 (paving, drainage, utility, & retaining wall)
  - Observe and monitor offsite drainage and property impacts;

- Observe and monitor erosion control measures;
  - Provide daily turbidity monitoring within the North Fork of the St. Lucie River;
  - 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
  - Saximeter testing ( 1 month)
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.
  7. Final Certifications to the South Florida Water Management District.

**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:

<b><u>Phase/Task</u></b>	<b><u>Description</u></b>	<b><u>Est. Begin</u></b>	<b><u>Est. Completion</u></b>
Task 7.1 & 7.2	Construction Engineering & Inspection (Boardwalk Repair)	12/2017	07/2018

Above referenced completion dates are predicated upon City funding of the construction Phase and can be adjusted from time to time as needed for commencement and completion of the construction activities.

**COMPENSATION:**

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

<b><u>Phase/Task</u></b>	<b><u>Description</u></b>	<b><u>Task Fee</u></b>
Task 7.1	Project Bidding (Boardwalk Repair)	\$ 5,000 LS
Task 7.2	Construction Engineering & Inspection (Boardwalk Repair)	\$25,070 LS
<b>GRAND TOTAL OF AMENDMENT</b>		<b>\$30,070 LS</b>

1. 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: Cheryl Shorabeger  
City Purchasing Agent

By: [Signature]  
Authorized Representative

State of: Florida County of: St. Lucie County

Before me personally appeared: Stefan K. Matthes  
(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)

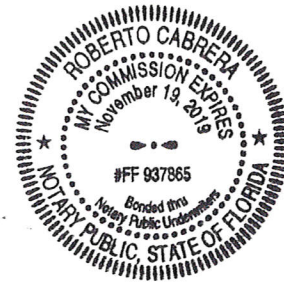
WITNESS my hand and official seal, this 26<sup>th</sup> day of December, 2017

[Signature]  
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires 11-19-2019

(seal)



Date: 01/3/2018

**Visa Order Form**  
**City of Port St Lucie**  
**Tax Exempt #: 85-8012667200C-5**  
**Federal Excise #: 59-6141662**

**Charges for VISA may be placed after service is completed or supplies are sent.**

Cardholder Name: 20160056 C&T Department: Planning & Zoning  
Last 4 Digits of Card Number: 3449 Delivery location: City Hall, Bldg. A  
Expiration Date: 09/19  
Billing Address: 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984  
Contact person for question: Kelly Baehr (772) 873-6486  
Send receipt: **Attn: Kelly Baehr** [KBaehr@cityofpsl.com](mailto:KBaehr@cityofpsl.com)  
Contract #: 20160056 Amendment #2

Vendor Name & Telephone/Fax No. Culpepper & Terpening, Inc. 2980 South 25 <sup>th</sup> Street Ft. Pierce, FL. 34981 Tel: (863) 623-4707 <b>Attn: Terri Gorman</b> *****Visa Order Form Constitutes as Notice to Proceed*****	Date Issued: 08/15/2017
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Tasks	Description	Unit Price	Amount
	<b>Contract #20160056- Bid doc, CEI Repair of Riverwalk and Westmoreland Park Design (Amendment #3)</b> <b>Start Date: 12/20/2017</b> <b>End Date: 07/1/2018</b>		
7.1	<b><u>Bid Doc, CEI, Repair of Riverwalk Existing Boardwalk-</u></b> Project Bidding	\$5,000 <b>LS</b>	\$5 ,000.00
7.2	CEI Boardwalk Repair	\$25,070 <b>LS</b>	\$25,070.00
Total Amount of Contract			<b>\$30,070.00</b>

Delivery date & time after receipt of Visa Order: 30 calendar days  
Confirmation Fax #: (772) 871-7337 Confirmation E-mail Address: [KBaehr@cityofpsl.com](mailto:KBaehr@cityofpsl.com)

**Prices are to be FOB Destination.**

This order is subject to all the City of Port St. Lucie Terms & Conditions that are available on City's web site at [www.cityofpsl.com](http://www.cityofpsl.com) and supersedes Vendors Terms and Conditions.

**This form is to be completed for every complex project or purchase.**