

## MEMORANDUM

DATE: June 23, 2020

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

FROM: Jason Bezak  
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT: #20160056 Amendment #7  
CONTRACT TITLE: Riverwalk and Westmoreland Park Design

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

APPROVED BY COUNCIL: 06/22/2020

CONTRACT TERM: Amendment #7 does not affect the current contract period which ends September 30, 2021. One-time expense of \$93,118.

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

Thank you.

## Contract # 20160056 Amendment # 7

Contract # 20160056 Amendment # 7

Date:

Contract Title: Riverwalk Boardwalk Phase 2 CEI  
Contractor's Name: Culpepper & Terpening, Inc.  
Current Expiration: September 30, 2021  
New Expiration: September 30, 2021  
Current Contract Amount: \$849,394.00 (including Amendments 1-6)  
Amendment # 7: \$93,118.00  
New Contract Amount: **\$942,512.00**

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 construction engineering, inspection and testing for the Phase 2 extension of the boardwalk. The scope of work will include minor environmental permit coordination as well as the preparation of the lighting plans for the boardwalk extension.

#### **TASK 7.14 – Boardwalk Phase 2 Building Permit Plans**

Consultant shall prepare updated Construction Plans for the Phase 2 boardwalk to provide the contractor building permit drawings. The plans shall include structural, lighting, and potable water details sufficient to allow building permits to be procured for the City.

#### **TASK 7.15 – Construction Engineering & Inspection (Phase 2 Boardwalk)**

The Engineer shall provide Phase 2 Construction Engineering Inspection (CEI) services during the estimated construction period of twelve (12) weeks along with a two (2) weeks close out for a total construction duration of fourteen (14) 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 (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 7.16 – Construction Testing (Phase 2 Boardwalk)**

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

- Pile Driving observation and testing
- Saximeter testing ( 1 month)
- Density tests
- Limerock Bearing Ratio (LBR) tests
- Concrete Cylinder tests

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 7.14	Boardwalk Phase 2 Building Permit Plans	06/2020	07/2020
Task 7.15	Construction Engineering & Inspection	07/2020	12/2020
Task 7.16	Construction Testing	07/2020	12/2020

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 7.15	Boardwalk Phase 2 Building Permit Plans	\$19,710 LS
Task 7.16	Construction Engineering & Inspection	\$45,100 LS
Task 7.17	Construction Testing	\$28,308 LS
<b>GRAND TOTAL OF AMENDMENT # 7</b>		<b>\$93,118 LS</b>

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: STEFAN K MATTHEWS  
(please print)

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

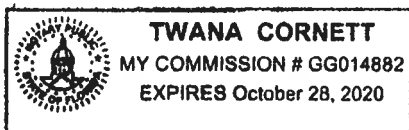
known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.  
(s/he)

WITNESS my hand and official seal, this day of 11th, June, 2020

Twana Cornett  
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires October 28, 2020  
(seal)



Date: 06/24/2020

**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: Public Works  
Last 4 Digits of Card Number: 7509                Delivery location: City Hall, Bldg. A  
Expiration Date: 03/2023  
Billing Address: 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984  
Contact person for question: Rebecca Figueroa (772) 871-5091  
Send receipt: **Attn: Rebecca Figueroa** [RFigueroa@cityofpsl.com](mailto:RFigueroa@cityofpsl.com)  
Contract #: 20160056

Vendor Name & Telephone/Fax No.	Date Issued: 06/24/2020
Culpepper & Terpening, Inc. 2980 South 25 <sup>th</sup> Street Ft. Pierce, FL. 34981 Tel: (772) 464-3537 Ext. *114 <b>Attn: Stef Matthes</b> *****Visa Order Form Constitutes as Notice to Proceed*****	

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