**PORT ST. LUCIE CITY COUNCIL**
**AGENDA ITEM REQUEST**

COUNCIL ITEM 13F
DATE 7/9/12

Meeting Date: July 9, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion _X_

Item: #20120048 Construction Engineering Inspections (CEI) for Port St. Lucie Blvd. Landscape and Irrigation Project

Recommended Action:
1)
Approval to enter into a unit price contract with #1 ranked firm Culpepper & Terpening Inc., for an estimated amount of $126,175.00 which does not include $10.00 for the indemnification fee. Contract period will be 300 calendar days.

Exhibits: Department memo attached [X ] yes
Department memo, contract & C & T memo

Summary Explanation/Background Information: Negotiations were conducted on June 27, 2012 at 1:00 PM. Staff is recommending the approval of the Construction Engineering Inspection at $126,185.00 with Culpepper & Terpening Inc.

The need for the above is:

Purchase is not a replacement

Purchase is budgeted.

Department requests expenditure from the following:

| | | |
|---|---|---|
| Fund | 304 | R & B CIP |
| Cost Center | 4127 | Greenbelt |
| Object Code | 563005 | Professional Services |
| Project | Y1218 | PSL Blvd. Landscape & irrigation |

Director of OMB concurs with award: _____

City Manager concurs with award: _____

Department requests _0_ minutes to make a presentation.
Submitted by:

Patricia Roebling

City Engineer

Date Submitted July 2, 2012

# *CITY OF PORT ST. LUCIE*

*Engineering Department*

*Accredited Agency – American Public Works Association*

*"A City for All Ages"*

**TO:** CHERYL SHANABERGER, DEPUTY DIRECTOR OF OMB

**THRU:** JAMES E. ANGSTADT, P.E. ACTING ASSISTANT CITY ENGINEER JEA

**FROM:** JOHN DUNTON, MANAGER ENGINEERING DEPARTMENT

**DATE:** JUNE 29, 2012

**RE:** PSL BOULEVARD LANDSCAPE AND IRRIGATION IMPROVEMENTS
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CULPEPPER & TERPENING, INC CONTRACT NO. 20120048

The Engineering Department has reviewed the proposal from Culpepper & Terpening, INC. for Construction Engineering Inspection (CEI) services on the project known as the Port St. Lucie Landscape and Irrigation Improvements. Please be advised that the partnership will be 70% funded thru the FDOT LAP funded agreement. The project includes all of the necessary services for construction engineering and inspection services required for this project. We recommend that it be scheduled for the next available City Council meeting for Council's review and consideration. Should you have any questions or require additional information, please contact me.

Attachments

c: Dave Pollard- Director of OMB
Jesus Merejo- Director Utility Systems
Patricia Roebling, P.E., City Engineer
Sue Walsh- Manager Operations

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100
Fax 772/871-5289
TDD Line • 772/344-4222

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

Sender's Email: mdimitriou@ct-eng.com

June 28, 2012

Job No. 12-132

**VIA: Email: CherylS@cityofpsl.com**
*Original via U.S. Mail*

Cheryl Shanaberger
City of Port St Lucie
Office of Management of Budget
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

**RE: Cost Proposal for Bid #20120048 – CEI Services for PSL Boulevard Landscape & Irrigation Draft No. 3**

Dear Ms. Shanaberger:

We are pleased to enclose Draft No. 3 for Professional Engineering Services to perform CEI and Geotechnical/Testing Services for the PSL Boulevard Landscape and Irrigation Project.

We have modified the man-hour estimate based on our project meeting which includes a reduced scope of service. Our proposed staffing, man-hours and testing requirements are based on our understanding from the City's RFP description, project information, field inspection, Arazoza's Brothers Corp. Contract, and interview discussions.

We look forward to our meeting and should you have any questions, please feel free to contact our office.

Sincerely,

**CULPEPPER & TERPENING, INC.**

Marcelo Dimitriou, P.E.
Director of Construction

James P. "Butch" Terpening, Jr., P.E.
President

cc: Jim Angstadt, John Dunton

Enclosures: Cost Proposal for Bid #20120048 draft 3

**DRAFT 3**
**CITY OF PORT SAINT LUCIE**
**CONTRACT #20120048**

This is a Time and Expense CONTRACT, executed this _____ day of _____, 2012 by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, CULPEPPER & TERPENING, Inc., a Florida Corporation, Telephone No. 772-464-3537 Fax No. 772-467-4967, hereinafter called "Engineer", party of the second part.

## RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

## SECTION I
## NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Engineer has agreed to perform pursuant to E-bid #20120048 and all addenda is for the Construction Engineering Inspection (CEI) and Geotechnical (GEO) Services for the Port St. Lucie Blvd. Landscape & Irrigation Project.

### Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Engineer:

City Contract Administrator: Office of Management & Budget
Attn: Cheryl Shanaberger, Deputy Director OMB
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Public Works Department
John Dunton
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4.35 Fax 772 871 7397
Email: jdunton@cityofpsl.com

## Description of Service

The Engineer is to provide Construction Engineering Inspection for Landscape, Irrigation and stamped Concrete installation for Project (LAP # 425258-1-58-01.) The City proposes to displace selective landscape material and replace and install landscape, irrigation and stamped concrete on Port St. Lucie Boulevard between Bayshore Boulevard and Seafury Lane. Additionally, the City is requiring the coordination for the removal and replacement of approximately 2,500 cubic yard of fill, oversight of MOT and have the ability to insure that the selected contractor adheres to the requirements set forth in the FDOT LAP agreement.

The Engineer shall provide field observation, coordination and meetings with the Contractor, City, Public, Utility, Land Owner and testing companies, review and issuance of change orders, Contractor's monthly pay requests, schedules, shop drawings review, preparation of project progress reports to local, State, and Federal agencies, incremental reimbursement requests from appropriate agencies, coordination of permit conditions and compliance and project closeout.

The Engineer shall provide a Project Engineer licensed in the state of Florida (part-time), to observe the work performed, materials used, and to determine if the work has been completed in accordance with the construction contract. The Project Engineer will be required to provide certification of completion to the appropriate jurisdictional agencies, review record drawings, clearance, provide a final project summary and closeout documents prior to the grant deadline of January 11, 2013, and turnover packages of all fixtures and improvements.

The Engineer shall have positive and proven experience with the FDOT (LAP) process and protocols. The grant program is a 100% reimbursement for all eligible work and based on the approved plan sheets prepared by Cotleur Hearing and Masuen Consulting respectively.

Additional services to be provided thru the CEI services include geotechnical services for all field work including laboratory, will be available for concrete testing and backfill inspections including in place soil density. All testing shall be in accordance with Florida Department of Transportation (FDOT) and the City of Port St. Lucie requirements.

## SECTION II
## TIME OF PERFORMANCE

Contract period shall commence _____, 2012, and terminate _____, 2012, 300 calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications have been rendered.

## SECTION III
## COMPENSATION

This is a Time and Expense Contract. The total amount to be paid by the City to the Engineer is based on actual time spent on this project with an estimated amount of money. All Lump Sum Amounts are Not to Exceed amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), subconsultant fees or any reimbursable expense. The total is a *Not to Exceed* amount that will be paid at actual time and expense. Compensation will be based on the following table:

PSL Boulevard Landscape and Irrigation CEI
Manhour & Cost Estimate

| During Construction | Hrs/Week | Total Weeks | Total Hours | Rate/Hr | Total |
|---|---|---|---|---|---|
| Principal | .5 | 29.00 | 14.50 | $ 125.00 | $ 1,812.50 |
| Inspector | 29.5 | 29.00 | 855.50 | $ 75.00 | $ 64,162.50 |
| Sr. Project Engineer, P.E. | 8 | 29.00 | 232.00 | $ 125.00 | $ 29,000.00 |
| Resident Compliance Specialist (RCS) | 8 | 29.00 | 232.00 | $ 55.00 | $ 12,760.00 |
| Administrative Support | 4 | 29.00 | 116.00 | $ 40.00 | $ 4,640.00 |
| | | | | Subtotal = | **$ 112,375.00** |

| Start-up/Close-out | Hrs/Week | Total Weeks | Total Hours | Rate/Hr | Total |
|---|---|---|---|---|---|
| Inspector | 8 | 4.00 | 32.00 | $ 75.00 | $ 2,400.00 |
| Sr. Project Engineer, P.E. | 8 | 4.00 | 32.00 | $ 125.00 | $ 4,000.00 |
| Resident Compliance Specialist (RCS) | 8 | 4.00 | 32.00 | $ 55.00 | $ 1,760.00 |
| Administrative Support | 4 | 4.00 | 16.00 | $ 40.00 | $ 640.00 |
| | | | | **Subtotal =** | **$ 8,800.00** |

| | |
|---|---|
| Reimbursable Testing Services/Geotech Allowance | **$ 5,000.00** |

| | |
|---|---|
| **Total =** | **$ 126,175.00** |

Note: Estimated Duration of 200 Days for Construction plus 4 weeks for Start-up/Close Out

**Engineer VISA Payment Procedures**

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the MCC code. Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.

2. A purchase order will be issued to the Engineer for this project.

3. The Engineer will send the Project Manager by the 10th of each month a detail invoice listing employee title, hours of work, hourly rate and related tasks that were completed by the end of the previous month. A copy of the up to date as-built drawings and revised project schedule shall accompany each pay invoice.

4. The Project Manager will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The Project Manager will sign documents that state the payment is correct and payment by the City is authorized. This is the invoice that will authorize the City to pay the bank provider-BOA. The Project Manager will breakout the pay items and assign to purchase order subsections as part of the process.

5. The Project Manager will email the approved invoice to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.

6. The Engineer may not place the charge on the ghost account until receipt of approval from Project Manager. Under no circumstances will the account be used between the 1st and 5th of the month.

7. The Project Manager will have the signed invoice and documents to the Contract Specialist and P-Card Administrator no later than the 20th of each month.

8. The Project Manager will mark any invoice that should not be paid and provide explanation to Engineer promptly.

9. The Office of Management and Budget will balance statement and issue all dispute items.

10. The Office of Management and Budget will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be

held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number, last 4 digits of the BOA ghost account and Contract number.

## SECTION IV
## CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Engineer in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

## SECTION V
## INDEMNIFICATION/INSURANCE

The Engineer agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. As consideration for this indemnity provision the Engineer shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work.

The Engineer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Engineer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Engineer qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

| | |
|---|---|
| Each occurrence | $1,000,000 |
| Personal/advertising injury | $1,000,000 |
| Products/completed operations aggregate | $2,000,000 |
| General aggregate | $2,000,000 |
| Fire damage | $100,000 any 1 fire |
| Medical expense | $10,000 any 1 person |

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

The Engineer shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization

endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120048 for CEI and Geotechnical PSL Landscape & Irrigation shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Engineer shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Engineer to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

The Engineer may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## SECTION VI
## PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any sub-consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## SECTION VII
## WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

## SECTION VIII
## COMPLIANCE WITH LAWS

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all licensing required for the performance of his work. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

## SECTION IX
## ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

## SECTION X
## LICENSING

Engineer warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Engineer warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

## SECTION XI
## SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151. Where ADA and Florida Building Codes conflict the most stringent applies.

## SECTION XII
## ASSIGNMENT

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

## SECTION XIII
## TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, jointly and severely to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days notice in writing. Upon delivery of said notice, the Engineer shall discontinue all services in connection with the performance of this contract and cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Engineer except for work timely completed.

## SECTION XIV
## LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

## SECTION XV
## APPROPRIATION APPROVAL

The Engineer acknowledges that the City of Port St Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The Engineer agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

## SECTION XVI
## RENEWAL OPTION

**Not Applicable**

## SECTION XVII
## ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

## SECTION XVIII
## TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

## SECTION XIV
## CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineers shall disclose all of their Treasure Coast clients and related Scope of Work.

## TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as #20120048, CEI and GEO for PSL Blvd. Landscape & Irrigation.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Culpepper & Terpening, Inc.
Name of Firm

_____
By: President

The foregoing instrument was acknowledged before me by _____ who has produced _____as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 2012.

(SEAL)

_____
Signature

_____
Notary Name (typed or printed)

_____
Title or Rank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

_____

City Manager

ATTEST:
By:

_____

City Clerk

By:_____
Authorized Representative of Culpepper & Terpening Inc.

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2012.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.
*(seal)*