

**FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
CULPEPPER & TERPENING, INC.**

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the “Amendment”) is made and entered into this 2nd day of February, 2026 by and between the City of Fort Pierce, Florida, a municipal corporation (“City”), and Culpepper & Terpening, Inc. (Consultant), with its principal place of business at 2980 South 25th St., Fort Pierce, FL 34981 (“Contractor”) (collectively referred to as the “Parties”).

RECITALS:

WHEREAS, on December 1, 2025, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define “professional engineering services,” to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined.** Professional Engineering Services, also referred to as “professional services,” includes any services related to:
 - a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
 - b) Paving, Drainage, and Roadway Improvements
 - c) Stormwater Management Design
 - d) FDOT Roadway and Enhancement Project Design
 - e) Local Park Improvement Design
 - f) Marine Design Services
 - g) Traffic Engineering
 - h) State and Federal Permitting Services
 - i) Special Services such as Feasibility Studies and Planning
 - j) Construction Contract Administration
 - k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. **Effective Date.** This First Amendment shall be effective upon execution by the Parties.
5. **Conflicts/Amendment.** Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.
6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

CONTRACTOR:

Culpepper & Terpening, Inc.

By: Sherry Terpening

Print: Sherry Terpening

Title: CEO

Today's Date: 01/20/2026

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson
Linda Hudson, Mayor

2/2/2026
Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
Sara Hedges, Esq., City Attorney