

December 3, 2021

Proposal No. HACIX21006P

Mr. Terrell Griffin, Parks and Recreation Director
City of Haines City
555 Ledwith Ave
Haines City, Florida 33844

RE: PROJECT AGREEMENT 21-02 TO RETAINER AGREEMENT – LANGSTON AVENUE PARK

Dear Mr. Griffin:

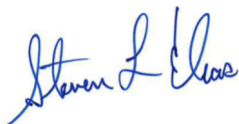
We are pleased to submit two (2) copies of this Agreement to the City to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the City with performing design, bidding, and construction engineering services for this important Project.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call me if you have any questions. We sincerely appreciate the opportunity to assist the City of Haines City with this important Project.

Sincerely

Pennoni



Steven L. Elias, P.E.
Municipal Division Manager



C. Wayne Sweikert
Project Manager

PROJECT AGREEMENT 21-02

by and Between

CITY OF HAINES CITY – and – PENNONI ASSOCIATES

Project

LANGSTON AVENUE PARK

- 1.0 GENERAL:** This is Project Agreement 21-02 under the Retainer Agreement between the City of Haines City (City, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for continuing professional engineering services dated 25 March 2021. Except as provided for herein, the provisions of the Retainer Agreement between the City and Engineer shall apply to this Project Agreement.
- 2.0 EMPLOYMENT:** The City hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by City as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** The City desires to Develop an existing City owned property into a neighborhood park with on-street parking and walking trails. As depicted in attached Exhibit A, the general area of the proposed improvements will include portions of the right-of-way at the southeast corner of Langston Avenue and North F Street. The scope of work herein for this Project was based on the following assumptions:
- No new water lines or sanitary sewer connections are proposed for this site
 - Roadway widening and proposed curbing along the public R/W will be in accordance with Haines City standards
 - Roadway grading, and roadway drainage modifications are not to be addressed
 - No geotechnical work should be required, nor is it included in this agreement. If it is determined to be required at a later date, we can provide a separate proposal for it.
 - Design, permitting, bidding, and construction engineering services are to be provided by Pennoni and/or Pennoni subconsultants.
 - The scope of the improvements as generally depicted in Exhibit B (attached).
 - Area lighting improvements will be completed via a design performance specification for completion by the general contractor.
- 4.0 PURPOSE:** The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.

5.0 SCOPE OF WORK: Pennoni will provide, or obtain from others, professional engineering and landscape architecture design services for this Project. Pennoni's services will include serving as the City's engineering representative for the Project, providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

5.1 Preliminary Engineering Phase

- 5.1.1** Meet with City staff to verify Project objectives including but not limited to the Project parking and access points, parallel parking, concrete curb, sidewalks, area and security lighting, open lawn areas, walking path, and benches upon which concurrence will be the basis of Pennoni's survey and design.
- 5.1.2** Prepare a boundary, topographic, and tree survey that shows road right-of-way lines, property corners, visible improvements, flagged and known utilities, trees having greater than a six inch (6") caliper at five feet (5') above the ground surface, and spot elevations with interpolated 1 ft. contours that represent the general ground surface within the limits of the Project as defined in attached Exhibit A.
- 5.1.3** Protected Species Survey and Environmental Assessment – Pennoni Environmental Scientists will conduct an on-site protected species survey of the project area in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Conduct an on-site jurisdictional wetlands determination within the project limits in accordance with Southwest Florida Water Management (SWFWMD) and U.S. Army Corps of Engineers (Corps) methodologies to determine the limits, if any, of jurisdictional wetlands and / or Surface Waters. The boundaries and acreages of the wetlands and / or Surface Waters will be depicted as accurately as practicable on an aerial photograph. The results of the site investigation will be documented in a technical memorandum that includes Florida Land Use, Cover and Forms Classification System (FLUCFCS) mapping and mapping of any observed signs of protected species. Please note that protected species-specific surveys and formal consultation with the U.S. Fish and Wildlife Service (FWS) are not included as part of this scope of services. Additional protected species surveys and consultation with the FWC and FWS may be required pending the outcome of the initial findings of the protected species survey.
- 5.1.4** Prepare a Concept Plan based on the survey and rights-of-way data and preliminary meeting with City for staff to confirm the proposed layout and clearing areas are acceptable to the City. This approved plan will be our basis for the final engineering phase.

5.2 Design Phase

5.2.1 Prepare Construction Documents: Pennoni will prepare Bidding and Construction Level Documents for this Project. The Construction Documents will consist of the Construction Plans and a Project Manual, which will include the Technical Specifications, Contract Documents, and Bid Proposal in accordance with the City's procurement requirements (digital copy of City's latest front end contract documents to be provided by the City). It is assumed that a general Maintenance of Traffic (MOT) Plan(s) from the FDOT Standard Index will be used for this Project. If a Project-specific MOT plan is required by any jurisdictional agency, this will be prepared as an Additional Service.

5.2.2 Coordinate with Utility Owners (e.g., gas, electric, telephone, cable TV): Pennoni will as part of our limited site utility research, provide apparent utility providers with a set of draft Plans showing the City's proposed improvements and request them to sketch the approximate locations of their utilities and give comments regarding potential conflicts. Due to information source and project timing limitations, there is no assurance that all existing utilities and proposed future utility line locations will be accurately defined in their depth and extent within the vicinity of the Project, which will require the contractor to verify more precisely the location of existing utilities prior to construction.

NOTE: Please be advised that state law in association with Sunshine State One Call of Florida allows utility companies to charge service fees for providing utility location information inside public rights-of-way and/or easements. These fees cover services such as meetings with engineers, site visits to flag utilities in the field, reviewing and marking up plans to depict the location of their facilities, etc., which are necessary to facilitate the design and construction of improvements within rights-of-way and/or easements. As an Associate Member of the Sunshine State One Call of Florida, and as your engineering consultant, we may incur these costs associated with your Project, and if so, we will include them on our invoices to you as a direct reimbursable cost.

5.2.3 City Reviews: At the 50% and 90% completion milestones, submit one (1) set of drawings and Project Manual (90% milestone) to the City for review and comment and meet with the City to review and discuss the submittal for technical and legal sufficiency review/acceptance.

5.2.4 Opinion of Probable Cost: At the 90% completion milestone, prepare an opinion of probable construction cost and submit it to the City.

5.2.5 Final Submittal: Submit final plans and specifications to the City staff, which incorporate technical and legal input provided by the City.

5.3 Permitting Phase:

5.3.1 SWFWMD Permit: Prepare and submit a Southwest Florida Water Management District (SWFWMD) Permit Application for stormwater management and respond to one (1) Request for Additional Information in support of the permit request.

5.3.2 City of Haines City Site Plan Application: Prepare and submit full plan sets and application to the City of Haines City for approval of the Site Improvement Plan.

5.4 Bidding Phase: Pennoni will provide assistance to the City in obtaining, receiving, and evaluating bids and awarding and executing the Construction Contract as described below.

5.4.1 Pre-Bid Conference: Assist the City in conducting a Pre-Bid Conference (conducted by the City) to review and answer questions from prospective bidders regarding the Construction Documents and to tour the Project Site as needed.

5.4.2 Respond to Questions: Provide written technical input for the City's use in responding to questions from bidders.

5.4.3 Addenda: Assist the City in preparing and issuing Addenda to the Construction Documents, if required, which will address the questions raised at the Pre-Bid Conference and respond to other issues and questions.

5.4.4 Bid Review: Review bids submitted to the City, tabulate the bids, check the low bidders' references, and submit a bid award letter of recommendation for the lowest, responsible bidder.

5.4.5 Assist with Completing Construction Contract: After the City awards the bid, assist the City with input to prepare and execute the Construction Contract.

5.5 Technical Services During Construction:

5.5.1 Issue Construction Documents: Provide one (1) copy of Construction Documents (i.e. Construction Plans/Specifications and contract documents) to the selected Contractor.

5.5.2 Respond to Questions: Respond to the Contractor's questions to help clarify the intent of the design documents.

5.5.3 Pre-Construction Meeting: Conduct one pre-construction conference with representatives of the City and the Contractor to provide a clear understanding of the objectives and goals to be achieved in this Project and prepare a written summary of the salient points of this meeting and distribute to the appropriate parties.

- 5.5.4** Construction Observation and Engineering Support: Provide construction engineering support and make periodic visits (2 months of active construction activities assumed and an average of 10 hours per week of construction observer time budgeted) during construction to observe and document the construction for conformance with the general intent of the civil construction plans, specifications, and permits prepared by Pennoni. This does not include constant inspection as might be provided by a resident engineer.
- 5.5.5** Shop Drawing Review: Review Contractor's shop drawing submittals, respond to the Contractor's requests for information, and maintain a log of associated correspondence.
- 5.5.6** Pay Application Review: Review quantities to assist the City's efforts to process Contractor's pay applications.
- 5.5.7** Progress Meetings: Prepare for and assist the City to conduct monthly progress meetings (as applicable) and prepare meeting summary memorandum(s) to document discussions.
- 5.5.8** Substantial Completion: When the site work construction is substantially complete and when requested by the contractor(s) and approved by the City, conduct one site visit to observe the substantially completed construction, prepare a punch list of the observed work items to be completed in general conformance with the approved plans and permits, and provide the City and the Contractor with the punch list.
- 5.5.9** Final Completion: When the site work construction is 100% complete and when requested by the Contractor and approved by the City, make one site visit per project to observe the complete construction and to review the completed punch list items.
- 5.6 Operational Services:**

 - 5.6.1** As-Built Drawings: The construction Contract Documents stipulate that the Contractor shall provide As-Built Drawings of the project after the improvements are completely constructed. The Contract Documents also require the Contractor to provide Pennoni with certified (signed and sealed by a Florida Registered Professional Land Surveyor and Mapper) and electronic drawings in AutoCAD and GIS shapefile format, which clearly illustrate the as-built conditions of the site work construction. These as-builts shall fulfill the requirements of the City, SWFWMD, and Pennoni, and will be used as the basis of our Record Drawings.
 - 5.6.2** GIS Data: Submit GIS shapefiles of constructed project infrastructure provided by the Contractor to the City.

- 5.6.3 Record Drawings:** Based on the Contractor's as-builts, prepare Record Drawings of the project improvements to identify construction deviations based on data collected and provided to the Engineer.
- 5.6.4 Certification:** If construction is deemed sufficient by Pennoni, submit Certification(s) of Completion for the completed project to SWFWMD and City as applicable (Please note that any deviations from the approved construction plans, such as trail cross-slopes, pipe slope, elevation differences, etc., which call into question the functionality of the improvements and systems to function as designed, could require additional services on Pennoni's part that are not included herein).
- 5.7 Exclusions:** All other services not explicitly described in Items 5.1 - 5.6 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the City, including but not limited to the following:
- Wetland surveys;
 - Underground utility and lateral locate services to determine and map the precise vertical and horizontal location of existing underground utilities beyond record drawings made available by the City and other utility providers;
 - Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts ;
 - Geotechnical studies ;
 - Construction Services for any periods of time past the original construction contract duration.
 - Any special agency field testing or study requirements for permitting (geotechnical, SUE, shoring, etc.); and
 - All other services not explicitly described in Section 5.0.

6.0 PENNONI'S COMPENSATION

- 6.1** Our lump sum fees, excluding reimbursable costs, to provide the above-described services are given below.

Preliminary Engineering Phase	\$15,900
Design Phase	\$21,100
Permitting Phase	\$6,850
Bidding Phase	\$5,300
Technical Services During Construction	\$17,500
Operational Services.....	<u>\$2,300</u>
Total.....	\$68,950

- 6.2** Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our current Schedule of Hourly Rates and Reimbursable Costs.
- 6.3** It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the City's written approval.

7.0 CITY'S RESPONSIBILITIES: The City shall do the following in a timely manner so as to assist Pennoni in its work and not delay the performance of services by Pennoni.

- 7.1** Designate a City representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to Pennoni's services for this Project.
- 7.2** Promptly review, comment on, and return Pennoni's submittals.
- 7.3** Payment of all permit application and review fees and other costs not included in this proposal are the responsibility of the City.
- 7.4** Promptly advise Pennoni when the City becomes aware of any defect or deficiency in Pennoni's services.
- 7.5** Furnish Pennoni with all information as to City requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary (maps, as-built drawings, etc.).
- 7.6** Provide access to all City sites and facilities related to the Project.
- 7.7** Provide review(s) of Pennoni construction documents for technical and legal sufficiency.

8.0 OTHER MATTERS

- 8.1** The provisions described in the Master Agreement between City and Engineer shall apply to this Project Agreement as applicable. References to the Pennoni/ Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.
- 8.2** The obligation to provide services under this Project Agreement may be terminated by either party upon seven days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered.

- 8.3** Because Pennoni has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Pennoni cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, the City shall employ an independent cost estimator to make such determination.
- 8.4** This proposal may be void if not executed within 45 days.
- 8.5** In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the City and by others without research to verify the accuracy of said information.
- 8.6** PURSUANT TO 588.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the

_____ of _____ 2021.
(Day) (Month)

CITY OF HAINES CITY

Attest, City Clerk

Mayor, City of Haines City

PENNONI ASSOCIATES INC.

BY: 
Brian Diehl, P.E., Regional Vice President

DATE: 12/03/21



EXHIBIT B

Langston Avenue Park Concept Rendering

