

December 18, 2024

Proposal No. HACIX21004

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

RE: ADDENDUM 2 to PROJECT AGREEMENT 21-04 – LARRY PARRISH PARK

Dear Mr. Griffin:

We are pleased to submit two (2) copies of Addendum 2 to Agreement 21-04 to the City to provide additional consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the City with providing additional design services (due to the expanded Project scope) 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

A handwritten signature in blue ink, reading "Steven L. Elias".

Steven L. Elias, P.E.
Associate Vice President

A handwritten signature in blue ink, reading "C. Wayne Sweikert".

C. Wayne Sweikert
Project Manager

PROJECT AGREEMENT 21-04

by and Between

CITY OF HAINES CITY – and – PENNONI ASSOCIATES

Project

LARRY PARRISH PARK

- 1.0 GENERAL:** This is Addendum 2 to Project Agreement 21-04 between the City of Haines City (City, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni).
- 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. In the performance of its duties under this Proposal, Pennoni will exercise that degree of skill and learning ordinarily exercised by other design professionals practicing in the same general area and under similar circumstances.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** The City originally contracted with Pennoni to design and permit the Larry Parrish Park a Sports Park based on the City-approved concept plan (Figure 1) , which was originally to incorporate on-street parking, three (3) three hundred foot (300') lighted Baseball Fields with Dugouts, two (2) lighted Soccer Fields, one (1) smaller multi-purpose field, one (1) small multi-purpose/Soccer Field, a one-story Concession/Restroom Building, a separate one-story Restroom Building, a Pavilion/Playground Area, Woodland Boardwalk/ Walking Path, a single pedestrian bridge, Parking Lots, a Festival/Event Street with perimeter parking, and area lighting.



FIGURE 1 - Original Project Master Plan

As a result of the site/environmental findings discovered during the preliminary engineering phase, along with City direction to modify/add Project elements beyond what was included in the previous Commission-approved site master plan, the Project master plan was revised (Figure 2) and additional design and permitting efforts will be required beyond what was authorized by the City Commission. For reference purposes, the opinion of probable construction costs for the updated project scope is estimated to have increased from approximately \$25 million (2022 dollars) to \$32.7 million (2024 dollars) plus 15% (\$4.9 million) being recommended to be budgeted for contingency. Additional project elements to be designed and permitted include, but are not limited to the following:

- Three (3) sport courts (tennis/pickleball)
- Two (2) basketball courts
- Additional baseball-field
- Splash pad and associated water collection treatment/recycle system
- One additional restroom facility
- Hillside playground area
- Terrace seat walls
- Artificial turf fields
- Maintenance and storage building
- Splash pad/restroom combination building
- Pedestrian gateway structure
- Additional trails/site lighting
- Fiber Optic system design and integration
- Additional hardscape, paving, and parking improvements



FIGURE 2 – Revised Project Master Plan (December 2024)

4.0 PURPOSE: The purpose of this Agreement is to authorize Pennoni to provide the additional 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 land surveying, professional engineering, landscape architecture, building architectural, geotechnical, environmental, permitting, bidding, transportation, structural, and electrical 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 discuss site and environmental constraints and need to modify previously approved master plan, along with desire to integrate additional project elements beyond what was included in the approved March 2023 site master plan.
- 5.1.2** Develop multiple revised concept plans alternates, review with client, and modify as required to obtain final approval for revised Project Master plan. Alternates considered included, but were not limited to: revising Melbourne Avenue alignment thru project, revising parking layout, and revised field layouts to accommodate steep grading, newly defined wetlands/flood plain boundaries, and desire to include more athletic fields. Revised site master plan (Figure 2) will now be the basis of final design.
- 5.1.3** Traffic Study: Based on input from City staff and their traffic study consultant, regional traffic improvements are not envisioned and therefore completing the remaining traffic study services is not warranted and will be discontinued to reduce Project costs and help fund other design efforts.

5.2 Design Phase:

- 5.2.1** Landscape architecture and Hardscape: Pennoni and our landscape architect sub-consultant will provide additional design services associated with the additional athletic fields, splash pad, pedestrian trails, and related improvements.
- 5.2.2** Architectural, Structural, and MEP Design: Pennoni and our architectural subconsultant will provide professional architectural, structural engineering, electrical engineering, mechanical, and plumbing engineering services to prepare design and bidding documents for the following additional facilities:
 - A. Maintenance and storage building with restroom (approx. 2,800 SF); and
 - B. Park Entrance monument.

5.2.3 Electrical Design: Pennoni will prepare electrical design plans to accommodate the additional pedestrian trails, water fountains, maintenance/storage facility, and splash pad.

5.2.4 Site/Civil Design: Pennoni will prepare additional grading, drainage, and stormwater management improvements to accommodate revised Project master plan including splash pad, parking/paving additions, hillside playground, etc. In addition, Pennoni will design additional utilities (bathrooms, etc.) and the required recycle/treatment system associated with the proposed splash pad.

5.2.5 Site Structural Design: Pennoni will provide structural design and supporting documentation, details, and delegated engineer performance requirements (as applicable) for additional pedestrian bridge, park entrance monument.

5.2 Permitting Phase:

5.2.1 PCHD-FDEP - Water Treatment System Permit: Pennoni will prepare and submit an application to FDEP for approval of a water treatment system to serve the proposed splash pad.

5.2.2 Polk County R/W Permit: N/A – City advised existing conduit crosses Johnson Avenue and assumes it can be used to serve fiber on north side of Johnson Ave.

5.3 Exclusions: No Changes

6.0 PENNONI'S COMPENSATION

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

Preliminary Engineering Phase:

Landscape Concept Design	\$14,300
Traffic Study	(see deduct below)
Preliminary Engineering	<u>\$5,000</u>

Preliminary Engineering Phase Total = \$19,300

Design Phase:

Landscape Architecture and Hardscape	\$40,800
Architectural Design.....	\$45,000
Electrical Design	\$9,500
Structural Design.....	\$8,000
Fiber Design	\$12,000
Site/Civil and Utilities Design	<u>\$46,000</u>

Design Phase Total = \$161,300

Permitting Phase:\$5,000
Sub-Total\$185,600
Apply approved Additional Services allowance (Section 5.5 of original agreement) (-\$30,000)
Traffic Study deduct (\$21,160)
Grand Total (net).....\$134,440

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: No changes

8.0 OTHER MATTERS: No changes

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

_____ of _____ 2024.
(Day) (Month)

CITY OF HAINES CITY

Attest, City Clerk

Mayor, City of Haines City

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, P.E., Associate Vice President

DATE: 12/18/24
