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April 14, 2025

Proposal No. HACIX21003P

Mr. James Keene, Deputy City Manager  
City of Haines City  
620 East Main Street  
Haines City, Florida 33845

**RE: ADDENDUM 1 TO PROJECT AGREEMENT 21-01 TO RETAINER AGREEMENT – 6<sup>TH</sup> STREET WATER LINE IMPROVEMENTS**

Dear Mr. Keene:

We are pleased to submit this Addendum 1 to Agreement 21-01 with the City to provide additional consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the City with additional bidding and construction engineering services for this Project.

Upon review and approval, please sign and return one executed copy of this Addendum to our office.

Please call 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.  
Associate Vice President

Roger L. Homann  
Water and Wastewater Division Manager

**ADDENDUM 1 to PROJECT AGREEMENT 21-01**

**By and Between**

**CITY OF HAINES CITY – and – PENNONI ASSOCIATES INC.**

**Project**

**6<sup>TH</sup> STREET WATER LINE IMPROVEMENTS**

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- 1.0 GENERAL:** This is Addendum 1 to Project Agreement 21-01 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 March 25, 2021. Except as provided for herein, the provisions of Retainer Agreement 21-01 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 commissioned Pennoni on June 2, 2022, to prepare design plans and specifications to replace approximately 1,100' of undersized 1.5" and 2" galvanized water lines within the 6th Street right-of-way with a new 6" water line to improve the level of service for local residents. Pennoni's design plans were completed in April of 2024 and Pennoni assisted the City with procurement of a construction contractor via a piggy-back arrangement in 2024. Because the City's initial procurement using piggy-backing with the contractor was unsuccessful, the City now desires for Pennoni to assist the City with bidding and providing technical services during construction using the conventional design-bid-build approach. Based on discussion with City staff, the scope of work herein was developed using the following assumptions:
- City staff will provide front-end documents (bidding and contracting documents) to be included in a Project Manual including technical specifications to be prepared by Pennoni.
  - The assumed construction duration for the contractor to achieve substantial completion is 240 days from the Notice To proceed (NTP) date.
  - The contractor will achieve final completion 30 days after substantial completion.
  - The City will require the contractor to provide an as-built survey performed by a Florida licensed professional land surveyor, and will submit same to the City in digital (AutoCAD) format.

**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 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 Project Manual Preparation:** Pennoni will compile a Project Manual to be used for bidding the project using front-end documents (bidding and contracting documents) provided by the City and technical specifications prepared by Pennoni.

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

**5.2.1 Pre-Bid Conference:** Assist City to conduct a Pre-Bid Conference to review and answer questions from prospective bidders regarding the Construction Documents.

**5.2.2 Respond to Questions:** Assist City to provide written responses to questions from bidders.

**5.2.3 Addenda:** Assist City to prepare and issue 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.

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

**5.2.5 Assist with Completing Construction Contract:** After the City awards the bid, assist the City with preparing and executing the Construction Contract.

**5.3 Technical Services during Construction:** Pennoni will provide technical services during construction of the Project as described below:

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

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

**5.3.3 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.

- 5.3.4** Periodic Construction Observation and Engineering Support: Provide construction engineering support and make one (1) weekly visit to the site during the course of construction to observe and document construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni. Fees for this proposed work scope item were determined assuming a total construction contract time duration of 270 days after notice to proceed, including 240 days for project substantial completion, and 30 additional days for project final completion.
- 5.3.5** Shop Drawing Review: Review Contractor's shop drawing submittals, respond to the Contractor's requests for information, and maintain a log of associated correspondence.
- 5.3.6** Pay Application Review: Review and process Contractor's pay applications.
- 5.3.7** Progress Meetings: Prepare for and attend monthly progress meetings conducted by the City. Pennoni will prepare meeting summary memorandum(s) to document discussions.
- 5.3.8** 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.
- 5.3.9** 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 completed construction & review completed punch list items.
- 5.3.10** Record Drawings: Based on the Contractor's as-builts\*, prepare Record Drawings of the system modification information.  
\*After the improvements are completely constructed, the Contract Documents 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 format, which clearly illustrate the as-built conditions of the construction. These as-builts shall fulfill the requirements of the City, FDEP, and Pennoni, and be used as the basis of our Record Drawings.
- 5.3.11** Certification: If construction is deemed sufficient by Pennoni, submit prepared Certifications of Completion for the completed project to the Polk County Health Department and City as applicable.

**6.0 Exclusions:** All other services not explicitly described in Section 5.0 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:

- Subcontracted environmental specialty consultants;
- Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts;
- Any special agency field testing or study requirements for permitting (geotechnical, SUE, shoring, etc.);
- Excessive reviews (greater than two) of contractor submittals (shop drawings, pay applications, as-builts, etc.);
- Paying for outside review or application fees;
- Expert testimony;
- All other services not explicitly described in Section 5.0.

## **7.0 PENNONI'S COMPENSATION**

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

Project Manual Preparation .....	\$5,000
Bidding Services (additional amount, \$3,840.38 remains in original budget) .....	\$5,000
Technical Services during Construction.....	<u>\$45,000</u>
<b>Total .....</b>	<b>\$55,000</b>

**7.2** 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.

**7.3** 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.

**8.0 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.

**8.1** 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.

**8.2** Promptly review, comment on, and return Pennoni's submittals.

- 8.3** Payment of all permit application and review fees and other costs not included in this proposal are the responsibility of the City.
- 8.4** Promptly advise Pennoni when the City becomes aware of any defect or deficiency in Pennoni's services.
- 8.5** 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.).
- 8.6** Provide access to all City sites and facilities related to the Project.
- 8.7** Provide review(s) of Pennoni construction documents for technical and legal sufficiency.

## **9.0 OTHER MATTERS**

- 9.1** The terms of the Retainer 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** This proposal may be void if not executed within 45 days.
- 9.5** 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.

**9.6 PURSUANT TO 558.0035 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 \_\_\_\_\_ 2025.  
(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: 4/14/25 \_\_\_\_\_