

RESOLUTION NO 2024 – 110
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE PURSUANT TO THE CONTINUING CONTRACT WITH TOCOI ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR ENGINEERING SERVICES TO DEVELOP A SKATE PARK AND A MASTER PLAN FOR YOUNG’S PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (“the “City”) and Toco Engineering, LLC. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2023-149 (the “Continuing Contract”); and

WHEREAS, the Vendor shall provide engineering services (the “Services”) to develop a skate park and a Master Plan for Young’s Park (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (the “Agreement”), a copy of which is attached as an Exhibit hereto; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

WHEREAS, approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake

City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Date: September 5, 2024

City of Lake City
Attn: Mr. Dee Johnson, Assistant City Manager
205 North Marion Ave
Lake City, FL 32055
Phone: 386-719-5816
Email: johnson@lcfla.com

**Subject: Proposal for Engineering Services
Park Master Plan**

Dear Mr. Johnson,

Tocoi Engineering, LLC (TE) appreciates the opportunity to provide **The City of Lake City** (the “Client”) with this proposal for engineering services on the above referenced project. Based upon our discussions and knowledge of the site, we have developed the following project understanding, scope of services, and fee for the proposed project.

Project Understanding:

It is our understanding that the Client intends to construct an Amateur Skate Park on city property in the general area east of NW Washington Street. In addition, the Client intends to phase construction of additional park amenities in this same general area and desires a Master Plan for the park area and an artist rendering to facilitate the budgeting and grant application process.

Based on our discussions with you, we have developed the following proposal:

Scope:

The Scope of this Project is to provide the Client with an overall Master Plan (“MP”), an Artist Rendering of the Plan, and an engineering report for full development of the park within the property owned by the City as delineated on the aerial attached as **Exhibit A**. TE will address, as a minimum, the following elements to be incorporated in the MP: an Amateur Skate Park, Remote Controlled Vehicle racetrack, Handicap Accessible Park area, Football/Soccer field, Health Track, BMX bicycle track, and others elements as identified during the MP development process.

Anticipated Agencies Involved:

Based on the project location, it is anticipated that the following agencies will be involved:

- City of Lake City

Based on Our discussions with you, the above Project Understanding, Scope, and the Anticipated Agency involvement, we have developed a proposal to provide the following Tasks:

TASK 1 – Due Diligence:

- A. TE will coordinate with the agencies identified to establish their requirements for the design and permits.

LUMP SUM FEE - TASK 1: \$500.00

TASK 2 – Master Site Plan:

TE will prepare a Master Plan to maximize overall use of the area and incorporate as many activities as the area will allow. The MP will be developed to minimize impacts to environmental considerations, if any, and accommodate storm water drainage within the finished site. In addition, TE will consider traffic circulation and on site parking.

- A. Conceptual Master Plan: TE will
 - a. Prepare and develop up to two (2) conceptual Master Plans based on the client’s input, and
 - b. Incorporate as many of the requested elements as the space available will allow, and
 - c. Accommodate storm water drainage within the finished site development.

In addition, TE will consider traffic circulation on and off site and parking requirements. These concepts will be presented to the Client for selection and approval to move forward.

In the opinion of TE if there is only one solution for the Master Plan, TE will explain the reasoning behind not developing an alternative for Client consideration.

- B. Final Master Plan: TE will develop and finalize the selected Master Plan and provide copies of the Master Plan to the client for final approval. This effort will include a phasing plan to break the project into phases, as applicable, consistent with the Client’s current budget. One (1) revision to final Master Plan and Phasing based on Client comments is included.
- C. Additional changes to the Master Plan by the client will be billed at the hourly rates identified in the TE Standard Terms and Conditions Agreement.
- D. TE will meet with the local municipal agency review committee to review the Master Plan and site-specific criteria.
- E. TE will provide the client with a Preliminary Opinion of Probable Construction Cost for budgeting each element of the project.

LUMP SUM FEE - TASK 2: \$7,000.00
(not including hourly activities defined above)

TASK 3 – Artist Rendering (Optional):

Upon Client approval of the Master Plan, TE will hire and coordinate with an artist to develop a color rendering of the Park based on the master plan.

The Authorization with the City will include this optional fee. However, it will not be billed unless and until the City authorizes TE to proceed in writing or via email communication.

LUMP SUM FEE - TASK 3: \$2,500.00 (Optional)

TASK 4 – Expenses:

Costs such as reprographics, delivery service, mileage, and travel shall be invoiced as Direct Costs plus 20%.

TASK 4 – TIME & MATERIAL

(In accordance with Rate Schedule in the TE Standard Terms and Conditions Agreement)

Exclusions and Additional Services:

The above Lump Sum Fees exclude the following list of activities:

- Environmental Evaluations or Studies including wetland delineation
- Soils Investigation/Under Drain design
- Construction Administration Contracts other than as defined.
- Construction Onsite Observation/Client representative
- All survey requirements of the site
- FEMA map issues
- Material Testing
- Land Use or Rezoning changes other than as defined above
- Traffic Study, or Maintenance of Traffic Plans
- Land or Easement Acquisition Elements
- Any and All Engineering design and permitting
- Permit or Plan Review Fees
- Electric System or Lighting Design
- Offsite Water, Sewer, Reuse Design and Permit
- Offsite Roadway Design
- FDEP National Pollutant Discharge Elimination System Permit
- Environmental Audit Reports
- Finish material selection & specifications
- Fire protection systems
- Mezzanine or second floor Drawings
- Fencing and Gating Plans
- LEED Engineering

While we have listed exclusions above, should any of these services be needed they may be provided via a Change Order to this contract as an additional lump sum or on a time and material basis in accordance with the Rate Schedule in the TE Standard Terms and Conditions Agreement.

Assumptions and Clarifications:

TE will not commence work on any Task listed in this proposal until the client has provided written approval to proceed with work. Written approval can be provided in an email to TE.

TE Standard Terms and Conditions Agreement including the TE Hourly Rate Schedule is attached.

Thank you for the opportunity to offer our proposal for professional services. Should you find this proposal acceptable, please indicate your approval by signing and returning one copy to our office. If you have any questions during your evaluation of our proposal, please do not hesitate to contact TE's assigned Project Manager, James L Pearce, PE by phone at 904-736-4425 or by email at jpearce@toci.com

Total Toci Contract Fee: \$10,000.00, plus expenses.

TE Fee: \$7,500.00
Subconsultant: \$ 2,500.00

A DBE/LSBE Company and a Woman Owned Small Business
714 N. Orange Avenue, Green Cove Springs, Florida 32043 | Ph: 904-215-1388 | www.toci.com

**EXHIBIT TO
RESOLUTION
NOT FOR
EXECUTION**

Sincerely,
Tocoi Engineering, LLC



John Mahoney, III, PE
Sr. Vice President

Attachment: Standard Terms and Conditions Agreement

By signing below, the parties agree that this proposal is incorporated into TE's Standard Terms and Conditions Agreement and to abide by the additional terms and conditions contained in this proposal. The Owner authorizes TE to begin work as soon as can be reasonably schedule. Dated the day first written above.

Accepted By:

City of Lake City

By: EXHIBIT-NOT FOR EXECUTION

Stephen M. Witt, Mayor

Date

Accepted by Tocoi Engineering, LLC

By: EXHIBIT-NOT FOR EXECUTION

John Mahoney, III, Sr. Vice President

Date

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RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT A

Google Maps

8/26/24, 11:26 AM



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 200 ft

https://www.google.com/maps/@30.1925281,-82.6441175,874m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI0MDgyMS4wKXIXMDSoSAFAQAw%3D%3D

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STANDARD TERMS & CONDITIONS AGREEMENT FOR TOCOI ENGINEERING, LLC

WHEREAS: TocoI Engineering, LLC (TE) is a Limited Liability Corporation in the State of Florida with its principal office located at 714 N. Orange Avenue, Green Cove Springs, FL 32043.

WHEREAS: Client expressly understands that the services TE performs are personal in nature and are only intended to benefit Client, Client's subsidiaries and wholly owned companies.

WHEREAS: TE has prepared this Standard Terms and Conditions Agreement (hereinafter the "Agreement" or "Contract") for execution by the Client.

NOW THEREFORE: TE and Client enter into this Standard Terms and Conditions Agreement to provide engineering services to Client for pay.

By execution of this Agreement, TE agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions.

The following terms shall have the meanings set forth below whenever they are used in this agreement:

a) The "Proposal" and "Scope of Work" (SOW), a separate document, are hereby incorporated by reference into this Agreement and shall mean the technical description of the specific work to be performed by TE. The price of the services to be provided is identified in the Proposal. For many projects, such as those in the early stages of project development, planning, zoning, or investigation, all activities are often not fully definable prior to the execution of the Agreement. Initial and detailed investigation may uncover additional facts and information requiring an alteration in the SOW to be provided under this agreement. TE will immediately inform Client upon discovery of any material changes that impact the initial SOW and negotiate a Change Order to this Agreement that will accommodate such change(s).

b) "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. Unless specifically stated otherwise in the SOW all Documentation shall be prepared in accordance with normal and customary criteria common for the services provided.

PAYMENT TERMS: Invoices will be submitted on a monthly or semi-monthly basis, or sooner. Payment is due upon receipt of our invoice. If payment is not received within fifteen (15) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one- and one-half percent (1/5%) per month. If one- and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped plus any shutdown costs. If during the execution of the services, TE is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable. In addition to other rights in law and/or equity, TE may, after giving five (5) days written notice, suspend services under this or any other agreement until all past due accounts have been paid. Client further agrees to and shall pay to TE all costs and expenses for collection including but not limited to reasonable attorney fees and court costs.

EXPENSES: TE will invoice the Client for all expenses associated with the project based on actual cost-plus Twenty percent (20%). Expenses shall include but are not limited to printing, reprographics, delivery service, mileage, and travel.

INSURANCE: TE maintains Workman's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance. A certificate of insurance can be supplied upon request. Costs of above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TE will endeavor to obtain the required insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE: The only warranty or guarantee made by TE in connection with the services performed hereunder, is that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or

by our furnishing oral and written reports. The implied warranty of merchantability and fitness for a specific purpose are specifically excluded.

PERMITTING/ZONING: The client is herein notified that several City, State, and Federal, environmental, zoning, and regulatory permits may be required for this project. TE will assist Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining, and abiding by all required permits. Furthermore, the Client holds TE harmless from any losses or liabilities resulting from such permitting or regulatory action.

SEVERABILITY AND SURVIVAL: If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW: This agreement shall be governed in all respects by the laws of the State of Florida. Any dispute arising out of this Agreement shall be handled through Arbitration. If the parties cannot agree then any lawsuit arising out of this Agreement shall be filed in the Circuit Court of Clay County, Florida.

CONTRACT ADMINISTRATION: Client agrees that TE, will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed except as defined in the SOW. It is further agreed that TE, will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction and it is understood that field services provided by TE will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection," or "control" are used to mean periodic observation of the work by TE to verify substantial compliance with the plans, specifications, and design concepts. A continuous inspection by our employees does not mean that TE is observing placement of all materials. Full-time inspection means that an employee of TE has been assigned for eight (8) hour days during regular business hours. Construction Inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate. Client agrees to indemnify and hold TE harmless from any loss, damage, or liability arising out of errors, omissions, or inaccuracies in such documentation and/or data or where such documentation and/or data does not conform to normal and customary standards.

SALES TAX: The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount required by law.

COST OPINIONS: Any cost opinions or project economic evaluations provided by TE will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, TE cannot warrant that bids, cost estimates, ultimate construction costs or project economics will not vary from these opinions. The proposed fees constitute TE's best estimate of the charges required to complete the project as defined and are valid for a period of thirty (30) days from the date of the TE execution of this agreement. General consulting and other services beyond the scope of services identified herein including but not limited to preparation for and attendance at meetings will be billed at TE normal and customary rates for the services provided. If upon submission of the agreement to Client, Client fails to return a signed copy to TE and knowingly allows TE to proceed with work, such services shall be deemed performed pursuant to the agreement and these terms and conditions shall be binding the same as if the agreement were fully executed. Where the method of contract payment is based on a time and material basis, the minimum time segment for charging of work done at any of TE sites or offices will be one half hour.

OWNERSHIP OF DOCUMENTS: All documents including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by TE as instruments of services pursuant to the Agreement, shall be the sole property of TE. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by TE pursuant to this agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of TE. TE will provide Client with copies of documents created in performance of the work for a period not exceeding TWO (2) years following submission of the final plans and specifications contemplated by this Agreement and Client agrees to pay for the labor and printing costs required to deliver such copies.

SAFETY: Should TE provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and in compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by TE is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site.



ASSIGNABILITY: Client and TE respectively bind themselves, their successors, and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor TE shall assign this Agreement without the prior express written consent of the other party.

INTEGRATION: This Agreement represents the entire and integrated Agreement between Client and TE, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSE OF ACTION: Causes of action between the parties to the Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later the (1) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to the Agreement; or (2) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

LIMITS OF LIABILITY: To the fullest extent of the law, and notwithstanding any other provision of this agreement, the total liability in the aggregate, of TE and it's officers, directors, employees, agents and sub-consultants, and any of them to TE and anyone claiming by, through or under TE for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of warranty, express or implied, of TE and it's officers, directors, employees, agents, and sub-consultants and any of them, shall not exceed the total compensation received by TE under this agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Client or TE.

FEES and HOURLY RATES: Where the project or task requires hourly rate billing, TE will use the following Rate Schedule effective as of January 1 of the year this agreement is signed. TE reserves the right to change the Rate Schedule at anytime and will annually update the schedule effective January 1 of each succeeding year. In the event the project exceeds one year in duration, TE reserves the right to review any lump sum fee and make adjustments based on the Rate Schedule in effect at the time of adjustment. In addition, hourly billing will be to next higher half hour (i.e. 45 minutes will be billed as 1 hour).

RATE SCHEDULE

Effective January 2024

Principal.....	\$ 195.00
Project Manager	\$ 180.00
Senior Project Engineer.....	\$ 170.00
Grant Writer / Administrator.....	\$ 150.00
Project Engineer/Sr. Designer	\$ 150.00
Designer/Sr. Field Representative.....	\$ 140.00
Permit Coordinator/Engineer Intern.....	\$ 130.00
CADD Technician/Field Representative	\$ 125.00
Administration	\$ 100.00

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

By signing below, the Client acknowledges that it has reviewed this Agreement, the SOW, and the Proposed Fees and hereby agrees to the SOW, the Terms and Conditions, and Fees contained herein.

By Client: EXHIBIT-NOT FOR EXECUTION

Date: _____

Tocoi Engineering LLC

By: EXHIBIT-NOT FOR EXECUTION

John Mahoney III, Sr Vice President

Date: _____

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**NOT FOR
EXECUTION**