

04/13/2021



Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

Proposal for Professional Design Services

Client: Columbia County Board of County Commissioners
Project Name: RFP 2020-W Regional Park Master Plan Development Services
Project Location: Columbia County, Florida
TBG Project Number: D21126

Dear Commissioners,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Will Jones, ASLA
Managing Principal

TBG
2001 bryan street
suite 1450
dallas, texas 75201

[214] 744 0757
tbgpartners.com

The Project

We understand the scope of work to include “inspiring landscapes” and design elements that will establish a Regional Park Master Plan for a 467+/- Columbia County park as a sports tourist destination and economic opportunity for North Florida. Design and program elements to be considered in the master planning process include:

- A minimum of eight full-size multi-purpose fields, including a Championship field with supportive amenities for collegiate championship play;
- Two points of visually appealing ingress/egress - one from Bascom Norris and the second from Highway 41;
- Concessions, rest rooms and other support facilities designed to meet the needs of participants, visitors and event right holders;
- Paved multi-use trail networks that connect activated park areas, complete with trailheads and wayfinding;
- Unpaved network of trails, complete with trailheads, wayfinding and consideration of site wetlands and natural features and habitats;
- Zipline or ropes course facility utilizing ravine and canopy within the site;
- A BMX bike track for recreational and competitive riding, complete with support facilities and features;
- 18-hole, tournament-ready, disc golf course designed to carry players throughout the park;
- An outdoor racquet sports facility to include approximately eight lighted tennis and ten lighted pickle ball courts;
- Parking and restroom facilities designed to be accessible to parks active and passive users;
- Landscape Plan to enhance park aesthetics and provide screening where appropriate;
- Maintenance shop, office and yard;
- Administrative building;
- A lighting and utility service plan;
- Accessible playgrounds;
- RV Camping facility connected to active park amenities via trail system;
- Space dedicated for the development of future indoor multi-use sports and events facility;
- Splash pad accessible to parking and restroom facilities.

TBG will participate, prepare and develop the Master Plan to include the following:

- 01_ Base Data Creation
- 02_ Site Inventory and Analysis
- 03_ Community Engagement
- 04_ Performance and Project Goals
- 05_ Masterplan Recommendations
- 06_ Final Masterplan Report, Project Prioritization, and Costing

The Team

TBG has handpicked the following sub-consultants that we feel will be able to deliver this project to the national level design required by Columbia County

Project Lead: Columbia County, Florida

TBG Project Team

Principal in Charge:	Will Jones
Design Principal:	Eric Garrison
Project Manager:	Jodi House
Communications:	Gabriela Weber
Signage and Wayfinding:	Jeff Raudabaugh

Prime Consultant / Design Lead:	TBG Partners
Civil / Environmental Engineer:	North Florida Professional Services
Park Architectural Design:	Overland
Sports Planning:	Populous
Ecology:	Biohabitats
BMX Design:	Action Sports Design
Park Revenue Generation / O and M	ETM Associates

Exhibit 'A'

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Base Data Creation
- Task Two: Site Inventory and Analysis
- Task Three: Programming and Project Goals

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Four: Masterplan Recommendation

Delivery

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story. Tasks include:

- Task Five: Final Masterplan, Project Prioritization and Costing

Discovery

Task One

Base Data Creation

Description of Services

TBG will work with the Project team and client to gather needed GIS data and relevant county maps to create a composite site base to use in the masterplan development and site inventory.

Efforts within this task may include:

- Pull Columbia County GIS information and record drawings
- Drone footage to create a real time aerial base
- Collect and review available data on tributary with the NFPS
- Meeting with stakeholders to understand their proposed development adjacent to the project.

Deliverables

- Site Base including aerial, utilities and surrounding site context
- Proposed development land uses, form and style.
- Virtual meetings and calls every other week

Task Two

Site Inventory and Analysis

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit
- Tree and environmental analysis to determine value and quality of existing on site
- Context analysis for the surrounding community
- Analysis of impacts from offsite drainage, access to park property, and adjacent land conditions.
- Site analysis of the existing park improvements
- Site analysis of topography, drainage, soils, and other physical factors
- Research current comprehensive plan and county communication plan
- Research precedents and case studies (nationally and locally) to understand “best in class”

Deliverables

- Inventory and analysis drawings and diagrams
- Site visit report/summary
- Report of observations form benchmarking tour.
- We have assumed (1) one meeting with the County during this task
 - Meeting One: Site Walk and Kickoff Meeting with project team and client
- Virtual meetings and calls every other week

Task Three

Programming and Project Goals

Description of Services

TBG will facilitate (1) one internal session with the client and selected members to determine critical project programming through the use of functional use diagrams and spatial analysis for the capacity of use of the park. This study will lead to the expected capacity of the park and different program functions that will be used in master planning options.

TBG will also research similar parks in size and cultural significance to understand park comps to educate the team on other high performing parks such as this

Deliverables

- Programming options, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other “best in class” developments of a similar nature and context
- We have assumed (1) one meeting with the client during this task
- Virtual meetings and calls every other week

Development

Task Four

Masterplan Recommendation

Description of Services

TBG will develop a schematic framework for the Project, accommodating the program based on the Client’s and Design Team’s objectives, as determined above. The schematic framework will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Overall preliminary framework options and themes (2 options). Preliminary frameworks will focus on the following:
 - Overall Story and Concept
 - Site Circulation (Pedestrian and Vehicular)
 - Site gathering areas
 - Significant architectural elements and program
 - Overall Landscape Program
 - Shelter location and sizing
 - Play and User engagement
 - Audio Visual functions of the park
 - Schematic Engineering
 - Engineering Cost reviews
- Overall Masterplan summary of each on the positives and negatives of each option

- Preliminary construction budgets
- One (1) public engagement meeting with Community stakeholders
- One (1) meeting with the Community and County leaders to view options and comment
- Virtual meetings and calls every other week

Delivery

Task Five

Final Masterplan, Project Prioritization, and Costing

Based on feedback from county leaders, county staff, community stakeholders and community engagement meetings TBG will create one final Masterplan for the project. The final masterplan will serve to accommodate the project program based on the Client's and Design Team's objectives, as determined above. The final masterplan will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Final Masterplan will focus on the following:
 - Overall Masterplan report / booklet
 - Overall Creative Story and Concept
 - Community engagement summary
 - Site Sustainability and restoration strategies.
 - Overall Park program
 - Site Circulation (Pedestrian and Vehicular)
 - Overall Architecture program, location, and language
 - Audio Visual Program
 - Overall Landscape program
 - Organization of Play and engagement areas.
 - Sports Program Layout
 - Signage and Wayfinding vernacular
 - Civil Infrastructure needs and location
 - Stormwater Quality and Ecosystem Restoration Concepts
 - Cost estimate for Park Construction
 - Revenue generation strategies and identifying potential partnerships
 - Operation and Maintenance Strategies and long term expectations
- Overall imagery of thematic features such as: shelters, landscape and hardscape.
- Final Report summarizing entire project process
- Overall Phasing plan (if needed)
- Preliminary construction budget per phase
- We have assumed two (2) meetings during this task
 - One (1) public engagement meeting with Community stakeholders
 - One (1) final meeting with commission for approval

- Virtual meetings and calls every other week

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - Traffic Impact Analysis
 - Topography and boundary surveys from County GIS information
 - Existing engineering and utility base information from County GIS information
- TBG understands that the Project will be delivered as one (1) project package.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- Client will provide surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly.

Task	Description	Fee	Fee Basis
Discovery			
	Base Data Creation		
	Site Inventory Analysis		
	Programming and Project Goals		
		\$ 75,000	Lump Sum
Development			
	Masterplan Recommendation	\$ 100,000	Lump Sum
Delivery			
	Final Masterplan, Project Prioritization and Costing	\$ 125,000	Lump Sum
Reimbursables		\$ 30,000	NTE
TBG Scope of Services Total Fees		\$ 330,000	

Note: The Total TBG Scope of Services fee includes fees for landscape architectural services only.

This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural, MEP or civil engineering, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level	Hourly Rate
Staff 1	\$ 50-60
Staff 2	\$ 65-85
Staff 3	\$ 90-110
Staff 4	\$ 115-140
Staff 5	\$ 145-250

Reimbursables

The following costs shall be reimbursed at cost, and are not included in the fee for professional services, provided that the total amount of all the eligible costs provided below shall not exceed \$30,000.00

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate)
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- Cost for bid advertisement(s)
- PlanGrid charges

If the Proposal, fee of \$330,000 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

Standard Provisions for County Contracts

INDEMNIFICATION: To the fullest extent permitted by law, TBG agrees to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than TBG, resulting from, arising out of, or occurring in connection with the failure of TBG to perform all work required within the scope of this agreement in strict accordance with the contract documents. To the full extent permitted by law, TBG hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- a. liability to County resulting from TBG's failure to comply with applicable licensing requirements;
- b. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County and TBG) and any property damage arising out of, resulting from, or in connection with the performance or non-performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of TBG whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, TBG shall not be required to indemnify an Indemnified Party for that party's sole negligence; or
- c. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between TBG's work and any injury, loss, damage, death or property damage, TBG expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by TBG hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by TBG as long as the claims made could be causally connected to TBG as reasonably determined by County (claims). Neither final payment by County nor acceptance of the work performed by TBG shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

PUBLIC RECORDS (Fla. Stat. section 119.0701):

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-758-1005. P.O. Box 1529, Lake City, FL 32056-1529, or jcrews@columbiacountyfla.com .

TBG shall comply with Florida's public records laws and shall:

1. Keep and maintain public records required by the public agency to perform the service;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 199 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the custodian of public records, in a format that is compatible with the information technology systems of the County.

MISCELLANEOUS:

1. Legal fees: If one party to this Agreement institutes litigation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees. The parties agree that the fee award need not be computed in accordance with any court schedule but shall be such as to fully reimburse all reasonable fees actually incurred in good faith, it being the intention of the parties to fully compensate for all reasonable fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of award or judgment.
2. Notices: All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party's authorized representative at the address noted in the Contract. Either party may designate a different authorized representative or address by notice given to the other.

3. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a mutually agreed upon clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
4. Non-Waiver: No action, failure to act, delay, or omission by either party to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.
5. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of the non-assigning party.
6. Choice of Law and Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

APPROVED and agreed: **The Broussard Group, Inc.**



04/13/2021

Will Jones PLA

Date

Managing Principal

APPROVED and agreed: Columbia County Board of County Commissioners



8/26/2021

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2020 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.