



COMMISSIONER'S COURT MINUTES

JUNE 8TH SPECIAL TERM, A.D. 2017

- 1. **CALL TO ORDER.**
- 2. **DETERMINATION THAT A QUORUM IS PRESENT:**

BE IT REMEMBERED that on this the 8TH day of June A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

- 3. Pledge of allegiance.
- 4. Citizen's Comments. None Presented.

MOTION KEY:
EFRAIN V VALDEZ= EVV
COMM WARDLAW=W
COMM OWENS=O
COMM NETTLETON=N
COMM FLORES= F

QUORUM

↓ COUNTY JUDGE
 Judge's Staff
 Judge's Staff

↓ COMM. PRCT# 1
↓ COMM. PRCT# 2
↓ COMM. PRCT# 3
↓ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

COUNTY ATTY
 COUNTY ATTY STAFF
 COUNTY ATTY STAFF
 DISTRICT CLERK
 IT
 SHERIFF
 SHERIFF'S STAFF
↓ AUDITOR
 TREASURER
↓ PURCHASING
 HR
 TAX COLLECTOR
 RISK MGMT
 FIRE DEPT
 EMERGENCY MGMT
 JP #1
 JP #2
 JP #3
 JP #4
 OTHER _____

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Meetings Act (Chapter 551 of the Texas Government Code that justifies executive session treatment.

Efrain Valdez, County Judge

- 5. Discussion and possible action on approval of contract for Sports Complex with L.P.A. and authorize County Judge to sign.

	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER				Motion to approve contract for Sports		W, O, N, F,		
# 17-239	N	F		Complex with LPA for \$63,000.00 with		EVV		
				changes: 1) change venue- to Val Verde				
				County; 2) Texas Gov Law – change				
				to Texas Address; 3) Non– appropriations				
				language; 4) Suspension of agreement				
				language; 5) Limitation of errors &				
				omissions liability at \$50,000.00- change				
				to match fee at price of contract and				
				authorize Judge to sign.				

- 6. Adjourn

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Meetings Act (Chapter 551 of the Texas Government Code that justifies executive session treatment.

The foregoing, recorded in Volume 48, pages 802-819, inclusive, was on this the 20th day of June A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

Efrain Valdez
 Efrain V. Valdez, County Judge
 Val Verde County, Texas



ATTEST
Generosa Gracia Ramon
 GENEROSA GRACIA-RAMON
 COUNTY CLERK

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Efrain V. Valdez
County Judge

P.O. Box 4250
Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT

SPECIAL MEETING

**Old County Court At-Law Building
207B E. Losoya St.
Del Rio, TX**

June 8, 2015 –9:00 A.M.

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.

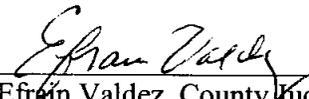
NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

4. Discussion and possible action on approval of contract for Sports Complex with L.P.A. and authorize County Judge to sign.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

5. Adjourn.


Efraim Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: JUNE 30, 2017 at
8:39 AM AM/PM

FILED
2017 JUN -5 AM 8:07
GENEVA GRACIA
VAL VERDE COUNTY CLERK
BY e DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

VOL. 48 PAGE 805

LPA



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5161 California Avenue, Suite 100, Irvine, California 92617

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT

Made as of the 1st day of June in the year of Two Thousand Seventeen

BETWEEN the Owner: **COUNTY OF VAL VERDE**
400 Pecan Street
Del Rio, TX 78840

and the Architect: **LPA, INC.**
5161 California Ave.
Suite 100
Irvine, CA 92617-8002

Lowell Tacker is the Principal-in-Charge

For the following Project:

Val Verde County Community Complex

The Owner and the Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1
ARCHITECT'S SERVICES**

- 1.1 Refer to Exhibit 'A' for a description of Architect's Services

**ARTICLE 2
OWNER'S RESPONSIBILITIES**

- 2.1 The Owner will work collaboratively with the Architect to develop a program, which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 2.3 If requested by the Architect, the Owner shall furnish as built surveys describing physical characteristics, legal limitations and utility locations for the site and Project, and a written legal description of the site on which the Architect shall be entitled to rely without any further obligation or duty to verify the information contained therein. The surveys and legal information shall include, as applicable, grades and lines on streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 2.4 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test boring, test pits, determinations of soil bearing values, percolation test, evaluations of hazardous materials, ground corrosion and resistivity test, including necessary operations for anticipating subsoil conditions, with report and appropriate professional recommendations on which the Architect shall be entitled to rely without the obligation or the duty to verify the information contained therein.
- 2.5 The Owner shall provide the Architect with a safe harassment-free workplace environment while Architect's employees are on the job site; and, will be responsible for assuring the Architect that the Owners employees, agents, contracts and representative will comply with industry standards for providing such a safe and harassment-free environment in their dealings with the Architect's employees, whether on or off the job site. The Owner will appoint an authorized representative who will be authorized to receive and respond to any violations or complaints.

**ARTICLE 3
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

- 3.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

- 3.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 4
ARBITRATION**

- 4.1 In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement, payment or nonpayment for services performed or not performed or for disputes on whether or not the Architect is in default, the parties shall (if informal attempts, such as discussions between senior leadership of the parties, have not resolved the dispute) attempt to resolve the dispute through mediation before resorting to litigation. If the Architect has not been previously terminated by the Owner; then, pending resolution of this dispute, the Architect agrees to continue performing its services diligently to completion and Owner agrees to make progress payments as called for herein. If the dispute is not resolved, Architect agrees that it will neither rescind the Agreement nor stop the progress of the services, as long as the Owner continues to make payment on all invoices and shows a good faith effort to resolve the dispute by mediation or other means.

**ARTICLE 5
TERMINATION, SUSPENSION OR ABANDONMENT**

- 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice.
- 5.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 5.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.
- 5.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 5.5 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed up to the date of termination, together with Reimbursable Expenses then due and all Termination costs.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

- 6.1 Any reference to AIA Document A201 in this Agreement shall be limited to those specific provisions of AIA Document A201 which are cited in those clauses within this Agreement and shall not under any circumstances incorporate the entirety of the terms and conditions set forth in AIA Document A201. Furthermore, the application of the provisions of AIA Document A201 cited within this Agreement shall be limited to the clause of this Agreement in which the reference appears and shall not apply to the Agreement in its entirety.
- 6.2 Unless otherwise provided, this Agreement shall be governed by the laws of the principal place of business of the Architect.
- 6.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion, whichever shall first occur.
- 6.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, Article 11, Section

11.3.7, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

- 6.5 Owner hereby agrees that to the fullest extent permitted by law, Architect shall not be liable to Owner for any special, indirect or consequential damages whatsoever, whether caused by Architect's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 6.6 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.
- 6.7 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 6.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 6.9 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not Limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 6.10 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.
- 6.11 As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of substantial completion.
- 6.12 At no cost to Owner, and subject to Internal Revenue Code §179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax credits to designer (LPA, Inc.) as may be relevant to 'public entity' projects.

ARTICLE 7
PAYMENTS TO THE ARCHITECT

7.1 REIMBURSABLE EXPENSES

- 7.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.
 - 7.1.1.1 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
 - 7.1.1.2 Expense of renderings, models and mock-ups requested by the Owner.
 - 7.1.1.3 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.
 - 7.1.1.4 Unless otherwise agreed to in writing, plan check fees and/or other fees paid for securing approval of authorities having jurisdiction over the Project are to be paid directly by the Client. If paid by Architect, said fees will be billed at a mark-up of 1.10 and are to be paid by Client on an accelerated schedule. These fees are separate and are not a part of the Architects reimbursable expense allowance.

7.1.1.5 Other reimbursable expenses that are required for the project and agreed to in writing by LPA and the County. These expenses will be billed at a mark-up of 1.10 times the cost.

7.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

7.2.1 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.2.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 8.2.2.

7.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.3.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

7.4 PAYMENTS WITHHELD

7.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which Architect has been found by a court of competent jurisdiction or the appropriate ADR forum to be liable.

7.5 ARCHITECT'S ACCOUNTING RECORDS

7.5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 8
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

8.1 BASIC COMPENSATION

8.1.1 FOR BASIC SERVICES, as described in Article 1, and any other services included in Article 9 as part of Basic Services, Basic Compensation shall be computed as follows:

A Lump Sum of \$63,000 for the Initial Phase including Planning process, Community engagement, conceptual design and other work associated with a November 2017 bond election. Upon completion of a successful bond election a separate fee will be negotiated between LPA and Val Verde County for the execution of the work funded by the bond and approved by the voters. Monies paid to LPA during the Initial Phase related to the conceptual design will be credited against the separate, negotiated fee.

8.1.2 For the initial Phase progress payments will be as follows:

Community Workshop 1	25%
Committee Review Meeting	25%
Community Workshop 2	25%
Community Workshop 3	25%

Progress Payments for execution of the work after a successful Bond Election:

Schematic Design	15%
Design Development	5%
Construction Documents	40%
Bidding and Negotiation	5%
Construction Administration	25%

8.2 COMPENSATION FOR ADDITIONAL SERVICES

8.2.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, compensation shall be computed as follows:

Fees shall be computed by multiplying the hours expended in the various job classifications by the applicable rates shown on the "Basic Hourly Rate Schedule" attached hereto as Exhibit 'B'. Plus any reimbursable expenses at one point one-zero (1.10) times the Architect's cost.

- 8.2.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including landscape architect, structural, mechanical and electrical engineering services, compensation shall be computed as a multiple of one point two-five (1.25) times the amounts billed to the Architect for such services.

8.3 REIMBURSABLE EXPENSES

- 8.3.1 FOR REIMBURSABLE EXPENSES shall be compensated as a multiple of one point one-zero (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 ADDITIONAL PROVISIONS

- 8.4.1 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Prime rate of Bank of America

- 8.4.2 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 9
OTHER CONDITIONS**

- 9.1 The provisions of Article 9 shall supplement, modify and, if in conflict, take precedence over the other provisions of this Agreement.

- 9.1.1 It is assumed that the Architect will work only with the Owner's designated representative, in the development of the Project. If, during the course of the Project, the Architect is required to work with additional parties, as representative of the Owner, the Architect will be entitled to renegotiate the compensation.

- 9.1.2 Architect will work with all consultants hired by Owner to coordinate the Architect's work with the work of the Owner's consultants. It is not the responsibility of the Architect to direct or coordinate work between consultants hired by Owner.

- 9.1.3 Statements of probable construction cost and detailed cost estimates prepared by Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that Architect has no control over the cost of labor, materials or equipment, over Contractor's methods of determining bid process, or over competitive bidding or market conditions. Accordingly, Architect cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other estimates prepared by the Architect.

- 9.1.4 In light of the obvious advantage of resolving questions and disputes regarding Architect's billing quickly and while recollections are fresh, Owner will notify Architect of any questions or dissatisfaction which it may have regarding any particular Architect invoice within thirty (30) days of the invoice date and if Owner fails to give Architect such notice, then Owner will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon Owner.

- 9.1.5 Architect shall submit to Owner monthly invoices for services rendered. Each invoice shall be due and payable upon receipt. Payment becomes delinquent thirty (30) days after date of issuance, at which time a service charge of 1.5% will be assessed. In the event of delinquency of payment to Architect, Architect reserves the right to stop the work as outlined in this Agreement, with ten (10) days written notice, and receive an automatic extension of the Project completion date equal to the period of stoppage. In the event of stoppage of work due to delinquent payment, Architect shall have no liability to Owner for any direct or indirect delay or damage resulting from such a stoppage.

- 9.1.6 Drawing and Specifications, as instruments of professional service, are and shall remain the property of Architect whether the Project for which they are made is executed or not. Owner shall be permitted to retain

copies, including reproducible copies, of Drawings for information and reference in connection with Owner's use.

- 9.1.7 Owner shall limit Architect's liability to Owner due to Architect's negligent acts, errors or omissions such as that the total aggregate liability of Architect to all those named shall not exceed \$50,000.00 or the amount of Architect's fee, whichever is less.
- 9.1.8 It is recognized that neither the Architect nor the Owner have control over changing inflation factors affecting the cost of labor, materials and equipment utilized by the Architect and accordingly the Architect shall be entitled to renegotiate its quoted fees if there is an inflationary increase following the execution of this PSA and the Project is not commenced within 120 days from the date of this PSA or is delayed by the Owner for a period of more than 120 days through no fault of the Architect.

This Agreement executed as of the day and year first written above.

OWNER: **County of Val Verde**

ARCHITECT: **LPA, Inc.**

(Signature)

(Signature)

Robert O. Kupper, AIA
Chief Executive Officer, LEED® AP

(Printed name and title)

(Signature)

Lowell Tacker, AIA
Principal, LEED® AP

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
 PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
 JUNE 1ST, 2017
 LPA, INC. PROJECT NO. 5056

PROJECT DESCRIPTION

The County of Val Verde is proposing to develop a community park to include sports fields, trails, support buildings, parking, and vehicular access from major thoroughfares. Additional program items may be incorporated pending a community workshop process.

This proposal assumes a total construction cost, including A/E fees, Surveying, Geotechnical Engineering, and FFE of Six to Ten Million Dollars (\$6 - \$10 Million) for the project pending the outcome of a bond vote.

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration** services including:
 - .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Progress reports.
 - .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking** services consisting of:
 - .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
 - .02 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval** services including:
 - .01 Agency consultations.
 - .02 Research of critical applicable regulations.
 - .03 Preparation of written and graphic explanatory materials.
- 0.04 Client-Supplied Data Coordination** services including:
 - .01 Review and coordination of data furnished for the Project as a

responsibility of the **Val Verde County (the County)**

- .02 Assistance to the **County** in obtaining existing drawings and related data.
- .03 Assistance to the **County** in reviewing existing information and contracting for surveys, surface site data and subsurface site data.

1 - PRE BOND PLANNING

In the Predesign Phase, LPA, INC. (LPA) shall provide those services necessary for LPA to assist the **County** in establishing a program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff** services required to establish the following detailed requirements for the Project.
 - .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Existing Facilities Surveys** services consisting of researching, assembling, review and supplemental information for Projects:
 - .01 Photography.
 - .02 Review of existing design data and record drawings provided by the **County**.
- 1.03 Community Workshop Process**
 - .01 Preparation of visual aids, diagrams, plans as required for three Community Workshops and one Design Review Meeting
 - .02 Community Workshop #1: A visioning session to gather ideas, needs, and wants from project stakeholders including county personnel and community members.
 - .03 Design Review Meeting and Charrette. Confirm scope aligns with County's vision.
 - .04 Community Workshop #2: A review of the data gathered from the first workshop and presentation of conceptual programming plans indicating areas where each use could be located and relationships between uses.

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
JUNE 1st, 2017
LPA, INC. PROJECT NO. 5056

- .05 Community Workshop #3: Presentation of conceptual plan alternates that fit within the budget of proposed bond. Intent of meeting is to have one conceptual plan that will be the basis for the development of the project.
- 1.04 Project Development Scheduling** services consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, the County's responsibilities and proposed design and construction procedures.
- 1.05 Summary of Meetings:** services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, INC. as follows:
- .01 Three (3) – Community Workshop Meetings
.02 One (1) – Design Review Meeting
- 1.06 Summary of Deliverables:**
- .01 Visual Aids
.02 Community Workshop Data Matrix
.03 Conceptual Plan Alternates
.04 Conceptual Budget
.05 Schedule
.06 Meeting Minutes
- 2 - SCHEMATIC DESIGN SERVICES**
- After a successful bond election, LPA shall begin the Schematic Design Phase, LPA shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the **County**, based on program requirements developed as part of the initial kick-off meeting. The following descriptions shall apply to the services for this project.
- 2.01 Landscape Design/Documentation** services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
- .01 Field Layouts
.02 Material selection and plans
.03 Building Layout
.04 Hardscape areas and materials.
.05 Seating, landscape furniture and architectural items including:
 - Seating.
 - Trash, ash, etc.
- 2.02 Structural Design/Documentation** services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for the specified structures.
- .01 A preliminary structural system concept.
.02 Preliminary structural design criteria.
- 2.03 Electrical Design/Documentation** services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
- .01 Power service and distribution.
.02 General space requirements for electrical equipment.
.03 Sports Field and Pedestrian Lighting Concepts
- 2.04 Civil Design/Documentation** services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside the property line, County sidewalks and areas within the public Right of Way are not included. Design solutions will be developed for the following:
- .01 On-site utility systems.
.02 Fire department access if required.
.03 Drainage systems concept.
.04 Conceptual grading concept.
.05 Stormwater management requirements.
.06 Limits of demolition delineation.
- 2.05 Project Development Scheduling** services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.
- 2.06 Statement of Probable Construction Cost** services consisting of the development of an opinion of probable cost.
- 2.07 Summary of Presentations / Meetings** services consisting of meeting attendance and presentation of Schematic Design Documents by LPA.
- .01 TBD
- 2.08 Summary of Deliverables** consisting of:
- .01 Schematic Design for landscape architecture, architecture, and structural, civil, electrical engineering.
.02 Updated Project Schedule (if applicable).
.03 Meeting Minutes.
.04 Schematic Design Cost Estimate

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
JUNE 1st, 2017
LPA, INC. PROJECT NO. 5056

3 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the **County**, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including landscape architecture, and structural, civil and electrical materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, and maintenance requirements. The following descriptions shall apply to those services.

3.01 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work for the Project landscape architecture components described in Section 2 through the preparation of the following exhibits:

- .01 Hardscape Plan.
- .02 Fencing Diagram.
- .03 Typical Construction Details.
- .04 Applicable Elevations.
- .05 Planting Plans and Details.
- .06 Irrigation Infrastructure

3.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:

- .01 Final structural design criteria.
- .02 Critical coordination clearances.
- .03 Outline specifications of material lists.

3.03 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting and electrical and systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary electrical layouts.
- .04 Path of travel and field lighting, if applicable, fixture layouts, control locations, and base specifications.

3.04 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of

Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.

3.05 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

3.06 Statement of Probable Construction Cost services consisting of the development of an opinion of probable cost.

3.07 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following client representatives:

- .01 TBD

3.08 Summary of Deliverables consisting of:

- .01 Site Design Development drawings of civil, site electrical, structural and landscape architecture requirements.
- .02 Outline specification (if required).
- .03 Schedule update.
- .04 Design Development Cost Estimate

4 - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the **County**, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

4.01 Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project including the following:

- .01 Materials and layout plans.
- .02 Details.
- .03 Sections and elevations.
- .04 Planting plans and details.
- .05 Irrigation plans and details.
- .06 Specifications.

4.02 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
JUNE 1st, 2017
LPA, INC. PROJECT NO. 5056

.03 Transmittal of record drawings and general data, appropriately identified, to the **County** and others, as directed.

6.08 Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Client representatives:

.01 TBD

6.09 Summary of Deliverables:

.01 Field Reports/communications.

7 - PROPOSED COMPENSATION

ITEM 1 Pre Bond Planning Phase:
Lump Sum \$63,000.00

ITEMS 2-6 - Schematic Design through Construction Administration

Execution of work after successful bond election:
To be negotiated by LPA, Inc. and Val Verde County

8 - BASIC HOURLY RATE SCHEDULE

Principal	\$245.00
Director	\$215.00
Discipline Director	\$205.00
Project Director	\$185.00
Project Leader	\$165.00
Manager	\$145.00
Design Coordinator II	\$140.00
Senior Specialist	\$120.00
Design Coordinator I	\$115.00
Designer III	\$105.00
Designer II	\$95.00
Specialist	\$90.00
Designer I	\$85.00
Intern	\$70.00

9 - PROPOSED CONSULTANT / DISCIPLINES

Landscape Architecture:	LPA
Architecture:	LPA
Structural:	TBD
Civil:	TBD
Electrical:	TBD
Irrigation:	TBD
Cost Estimating:	TBD

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
JUNE 1ST, 2017
LPA, INC. PROJECT NO. 5056

5.06 Summary of Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

6 - CONSTRUCTION CONTRACT OBSERVATION SERVICES

In the Construction Contract Observation Phase, LPA shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the **County** and Architect for Designated Services. The following descriptions shall apply to those services:

6.01 Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the **County**, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

6.02 Construction Field Observation services consisting of regular visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Consultants observation field visits will be based on the critical stage of construction and will be billed from the contingency amount.

6.03 Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by Contractor or the **County** and, as required, by construction.
- .02 Forwarding the **County's** instructions and providing guidance to the Contractor on the **County's** behalf relative to changed requirements and schedule revisions.

6.04 Quotation Requests/Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

6.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the **County**.

6.06 Project Closeout services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A review with the **County's** representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- .02 Determination of the amounts to be withheld until final completion.
- .03 Issuance of Certificate of Substantial Completion.
- .04 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .05 Notification to the **County** and Contractor of deficiencies found in follow-up review, if any.
- .06 Final review with the **County's** representative to verify final completion of the Work.

6.07 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).

EXHIBIT 'A'

SCOPE OF SERVICES

VAL VERDE COUNTY COMMUNITY PARK
PRE BOND PLANNING THROUGH CONSTRUCTION ADMINISTRATION
JUNE 1st, 2017
LPA, INC. PROJECT NO. 5056

.03 Transmittal of record drawings and general data, appropriately identified, to the **County** and others, as directed.

6.08 Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Client representatives:

.01 TBD

6.09 Summary of Deliverables:

.01 Field Reports/communications.

7 - PROPOSED COMPENSATION

ITEM 1 Pre Bond Planning Phase:

Lump Sum \$63,000.00

ITEMS 2-6 - Schematic Design through Construction Administration

Execution of work after successful bond election:
To be negotiated by LPA, Inc. and Val Verde County

8 - BASIC HOURLY RATE SCHEDULE

Principal	\$245.00
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Design Coordinator I	\$115.00
Designer III	\$105.00
Designer II	\$95.00
Specialist	\$90.00
Designer I	\$85.00
Intern	\$70.00

9 - PROPOSED CONSULTANT / DISCIPLINES

Landscape Architecture:	LPA
Architecture:	LPA
Structural:	TBD
Civil:	TBD
Electrical:	TBD
Irrigation:	TBD
Cost Estimating:	TBD

EXHIBIT 'B'

BASIC HOURLY RATE SCHEDULE

<u>Category</u>	<u>Billing Rate</u>
Principal	\$245.00
Director	\$215.00
Discipline Director	\$205.00
Project Director	\$185.00
Project Leader	\$165.00
Manager	\$145.00
Design Coordinator II	\$140.00
Senior Specialist	\$120.00
Design Coordinator I	\$115.00
Designer III	\$105.00
Designer II	\$95.00
Specialist	\$90.00
Designer I	\$85.00
Intern	\$70.00

NOTE: These rates are effective January 1, 2016 and are subject to change annually.