

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Engineering

**AGENDA DATE:** April 8, 2008

**CONTACT PERSON/PHONE:** R. Alan Shubert, City Engineer (X4423)

**DISTRICT(S) AFFECTED:** Districts 3 & 7

**SUBJECT:**

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **LANDSCAPE ARCHITECTURAL SERVICES**, a Sole Proprietorship, to perform consulting services for a project known as **"KNIGHT'S DRIVE LANDSCAPE AND IRRIGATION"** for a contract amount of **SEVENTY NINE THOUSAND NINE HUNDRED TWELVE AND 00/100 DOLLARS (\$79,912.00)**, and that the City Engineer be authorized to approve up to \$25,000.00 in additional services, for a total contract amount not to exceed **ONE HUNDRED FOUR THOUSAND NINE HUNDRED TWELVE (\$104,912.00)**.

**Funding-99331117-27263-508016-PCP08ST02**

**BACKGROUND / DISCUSSION:**

The Knight's Drive Landscape and Irrigation project will construct median improvements on Knight's Drive from Midway to Maricela. Improvements will include: irrigation, safety illumination, and hardscape elements. Design elements will also include ADA accessibility and soil treatments. Design phase should take approximately three and one-half months to complete.

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

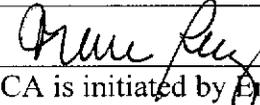
Funding location: DeptID: 99331117, Account: 508016, Fund: 27263, Project: PCP08ST02  
Funding Source is 2006 Certificates of Obligation

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\* REQUIRED AUTHORIZATION \*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**   
(Example: if RCA is initiated by Engineering, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **LANDSCAPE ARCHITECTURAL SERVICES**, a Sole Proprietorship, to perform consulting services for a project known as "**KNIGHT'S DRIVE LANDSCAPE AND IRRIGATION**" for a contract amount of **SEVENTY NINE THOUSAND NINE HUNDRED TWELVE AND 00/100 DOLLARS (\$79,912.00)**, and that the City Engineer be authorized to approve up to \$25,000.00 in additional services, for a total contract amount not to exceed **ONE HUNDRED FOUR THOUSAND NINE HUNDRED TWELVE (\$104,912.00)**.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

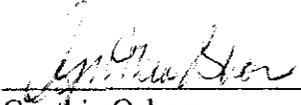
THE CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

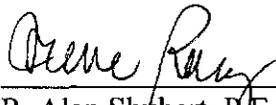
ATTEST:

\_\_\_\_\_  
Richarda Duffy-Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
for R. Alan Shubert, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **LANDSCAPE ARCHITECTURAL SERVICES**, a sole proprietorship, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**KNIGHT’S DRIVE LANDSCAPE AND IRRIGATION**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Fee Proposal
Attachment “B”	Consultant’s Basic and Additional Services
Attachment “C”	Payment and Deliverable Schedules

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “C”**.

**2.2** In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

**2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **SEVENTY NINE THOUSAND NINE HUNDRED TWELVE AND 00/100 DOLLARS (\$79,912.00)**, for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "A"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "C"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "B"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "B"** in an amount not to exceed \$25,000.00. Additional Services exceeding \$25,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "A"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "C"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced

amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the construction budget for this Project allocates **ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00)**, for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "B" and "C"**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not

begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.  
INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
  - Personal Injury or Death**  
\$500,000.00 for one person or occurrence  
\$1,000,000.00 for two or more persons or occurrences
  - Property Damage**  
\$500,000.00 per occurrence
  - General Aggregate**  
\$1,000,000.00
  
- b) **AUTOMOBILE LIABILITY**
  - Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees,

agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "C"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "C"**.

**6.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required.

Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**6.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "C"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

**6.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**6.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.



To the Consultant: Landscape Architectural Services  
Attn: Lewis C. Wright, Jr., RLA, ASLA, ASIC  
630 Gary Lane  
El Paso, Texas 79922

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

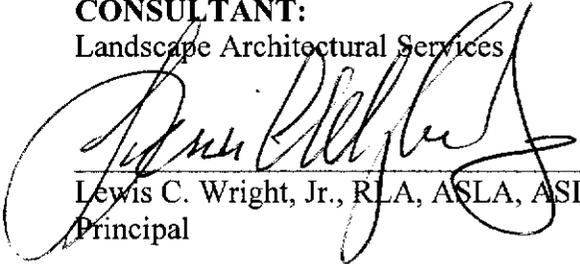
**6.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**6.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

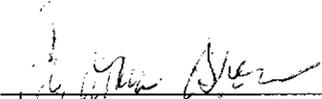
**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

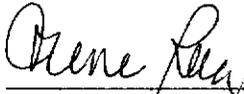
\_\_\_\_\_  
Joyce Wilson  
City Manager

**CONSULTANT:**  
Landscape Architectural Services  
  
\_\_\_\_\_  
Lewis C. Wright, Jr., RLA, ASLA, ASIC  
Principal

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
for \_\_\_\_\_  
R. Alan Shubert  
City Engineer

**(Acknowledgements on following page)**

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF EL PASO §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2008,  
by **Joyce A. Wilson, as City Manager of the City of El Paso, Texas.**

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

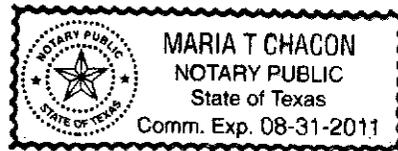
**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF EL PASO §**

This instrument was acknowledged before me on this 31 day of March, 2008,  
by **Lewis C. Wright, Jr., RLA, ASLA, ASIC as Principal of Landscape Architectural Services.**

*Maria T. Chacon*  
\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_



# **LANDSCAPE ARCHITECTURAL SERVICES**

*Registered Landscape Architects and Irrigation Consultants*

TEXAS

NEW MEXICO

ARIZONA

630 Gary Lane  
(915) 422-7739

EL PASO, TEXAS 79922  
E-mail: las@elp.rr.com

## **PROPOSAL FOR DESIGN FEES**

February 28, 2008

Mr. Samuel Rodriguez, PE  
City Engineering  
2 Civic Center Plaza  
EL Paso, Texas 79901

RE: Knights Landscape and Irrigation  
Lower Valley (Midway to Maricela)  
EL Paso, Texas

Dear Mr. Rodriguez:

LAS appreciate the opportunity to work with you and submit this proposal for landscape design services pertaining to the reference project. The following is a scope of work and services that will be provided by this firm.

### **Scope of work:**

Design and prepare construction documents for medians improvements for Knights Street, limits as stated by City Engineering Department. The project will consist of placement of irrigation system, safety illumination, ADA accessibility throughout the project, hardscape elements, and landscape enhancements for the corridors as per scope of work issued by the City Engineering Department. Landscape plant materials shall be from the approved City of El Paso tree and plant list. Existing soil in the medians shall be tested for soil sterilants applied over the years and recommendation for soil amendment treatment to improve existing soil without replacement the soil for planting. Design an irrigation system as needed for the improvements with the irrigation system complying with all City Ordinances and State Irrigation Codes. Filing construction documents for ADA review and approval with the State of Texas. Site observation will be preformed during construction with a final inspection to close out the project.

### **Design Phases:**

This phase shall include: Field investigations, conferences, design, construction documents and cost estimates for the development of the landscape and irrigation system. Final construction documents (plans only) for the landscape and irrigation shall be submitted to the Building Permits and Inspection Department for the City of El Paso for approval.

---

"LAS is making a difference in the quality of El Paso's built and natural environment through water conservation, people, service, knowledge and design."

**Bidding Phase:**

This firm will be available to answer any questions from the bidders during this phase.

**Construction Observation Phase:**

Site observation will be made once a week and answer any questions that might come to surface. A list of deficiencies, as needed, will be compiled for the contractor to correct during installation.

**Final Inspection Phase:**

A list of deficiencies, as needed, will be compiled for the contractor to correct before final payment.

**LAS FEE OUTLINE**

**DESIGN PHASE**

Landscape Architect	144 hrs @ \$100.00 =	\$14,400.00
Irrigation Consultant	100 hrs @ \$100.00 =	\$10,000.00
Cad Operator	150 hrs @ \$45.00 =	\$ 6,750.00
Secretarial	60 hrs @ \$38.00 =	\$ 2,280.00
Soil Tests	12 tests @ \$70.00 =	\$ 840.00
TDLR Filing	2 hrs @ \$100.00 =	\$ 200.00
Printing, etc.		<u>\$ 1,500.00</u>
Sub Total		\$35,970.00

**BIDDING PHASE**

Landscape Architect	20 hrs @ \$100.00 =	\$ 2,000.00
Secretarial	8 hrs @ \$38.00 =	\$ 304.00
Printing, etc. (30 sets)		<u>\$ 2,000.00</u>
Sub Total		\$ 4,304.00

**CONSTRUCTION PHASE**

Landscape Architect	104 hrs @ \$100.00 =	\$10,400.00
Secretarial	32 hrs @ \$38.00 =	<u>\$ 1,216.00</u>
Closeout Documents		<u>\$ 900.00</u>
Sub Total		\$12,376.00

**\$52,650.00**

**TOTAL DESIGN FEES**

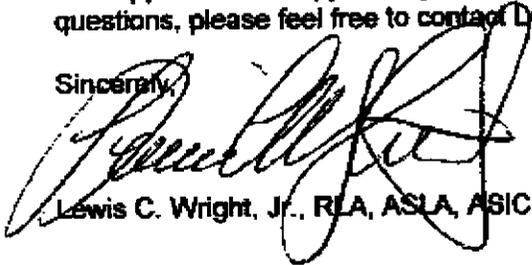
LAS - Landscape Architect	\$52,650.00
(Construction Documents and Approvals)	
Consultant Management	\$ 1,300.00
Consultants	

**"LAS is making a difference in the quality of El Paso's built and natural environment through water conservation, people, service, knowledge and design."**

ADA review and inspection – ADA Consulting	\$ 1,200.00
Civil – CSA Engineering Group	\$18,000.00
Electrical – Borunda & Associates Engineering	<u>\$ 6,762.00</u>
<b>TOTAL FEES</b>	<b>\$79,912.00</b>

LAS appreciate the opportunity to work with you on this project. If you have any questions, please feel free to contact LAS.

Sincerely,



Lewis C. Wright, Jr., RLA, ASLA, ASIC

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as "**KNIGHT'S DRIVE LANDSCAPE AND IRRIGATION,**" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**PHASE I - PRELIMINARY DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "C", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

**PHASE II - PRE-FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment "C", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

**PHASE III - FINAL DESIGN PHASE**

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "C", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "C", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "C", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

**PHASE IV - BIDDING PHASE**

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Consultant shall do the following separately for each construction contract:

1. Assist the Owner by providing necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "C", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

**PHASE V - CONSTRUCTION PHASE**

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required, by agreement between the Consultant and the Owner. During the Construction Phase the Consultant shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety

precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents. Neither shall the Consultant direct the construction contractor unless safety is being compromised.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings on **Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

If Authorized by the City Engineer prior, to the performance of such services, the Consultant may perform or obtain Additional Services noted below, which are not covered within the Agreement, in an amount not to exceed \$25,000.00. Additional Services exceeding \$25,000.00 must have prior approval by City Council through written amendment to this Agreement. The owner shall pay for such Additional Services as indicated in the Agreement.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
5. Prepare documents for alternate optional bids requested by the Owner for construction work for which bids have not been awarded.
6. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
7. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein
8. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
9. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
10. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
11. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

**ATTACHMENT "B"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

12. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
13. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
14. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
15. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
16. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “C”  
PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as “**KNIGHT’S DRIVE LANDSCAPE AND IRRIGATION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SEVENTY NINE THOUSAND NINE HUNDRED TWELVE AND 00/100 DOLLARS (\$79,912.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

The compensation for each phase of the basic services on each construction contract shall be made in proportion to the services performed for that phase, so that the compensation made after the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<b><u>Percent of Payment to Consultant</u></b>	<b><u>Percent of Project Completion</u></b>
<b>Phase I</b>	<b>30%</b>	<b>30%</b>
<b>Phase II</b>	<b>30%</b>	<b>60%</b>
<b>Phase III</b>	<b>20%</b>	<b>80%</b>
<b>Phase IV</b>	<b>5%</b>	<b>85%</b>
<b>Phase V</b>	<b>15%</b>	<b>100%</b>

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

**DELIVERABLE SCHEDULE**

**PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **sixty (60) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **twenty one (21) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **three (3) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **fourteen (14) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. And, **thirty (30) copies** of

**ATTACHMENT "C"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

the Drawings and Specifications in final approved form for bidding purposes for each construction contract shall be submitted within **five (5) consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.

**PHASE IV—BIDDING PHASE**

Submit **three copies** of all addenda to the Owner for appropriate action within **two (2) consecutive calendar days**.

**PHASE V—FINAL DOCUMENT PHASE**

Submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.