

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** September 29, 2009

**CONTACT PERSON/PHONE:** Sean McGlynn 541-4896

**DISTRICT(S) AFFECTED:** All Terrence Freiburg, Purchasing Manager, 541-4313

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Design between the CITY OF EL PASO and C&G Partners, LLC, for design services for a project known as "Las Villitas: Neighborhoods & Shared Memories Gallery Design" in an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO/100 (\$120,000.00) and the City Manager is authorized to approve additional services in an amount not to exceed FIFTY THOUSAND AND NO/100 (\$50,000.00).

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

WHAT: Approval of RFQ (2009-104R) for a firm to design permanent collection exhibition for Las Villitas at the El Paso Museum of History; WHY - \$150,000 matching grant was received by the El Paso Museum of History - City of El Paso from the Institute of Museums and Library Services to carry out the design work and project administration; WHEN: The program has been under public vetting since September 2008. We are now ready to move forward in hiring the design firm by contract beginning October 2009 through May 2010; HOW: Council must authorize the City Management to approve this expenditure; BENEFITS: El Paso Museum of History will be able to complete Phase II of its Master Plan and the citizens receive a gallery dedicated to the history of their community and neighborhoods since annexation. CONCERNS: None.

**PRIOR COUNCIL ACTION**

**Has the Council previously considered this item or a closely related one?**

Institute of Museums and Library Services Grant for \$150,000 for Museum of History was approved by City Manager on 10/31/07.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

54150080/070906/508016/G560902/56000

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

Approved by the History Museum Advisory Board in October 2007.

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

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

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

**APPROVED FOR AGENDA:**

**PROJECT FORM**

DATE: September 24, 2009

PROJECT: Las Villitas Gallery Design  
SOLICITATION NO: 2009-104R DEPARTMENT: MCAD – Museum of History  
BUDGET NO: 54150080/070906/508016/G560902  
FUNDING SOURCE: History Museum Grants/Exhibits/Architectural & Design Contracts/IMLS Grant  
REPRESENTATIVE DISTRICT(S): All

\*\*\*\*\*  
RECOMMENDATION: Vendor: C & G Partners, LLC  
New York, NY  
Item(s): All  
Option: Additional Services not to exceed \$50,000  
Total Award: \$120,000.00

The award of Solicitation No. 2009-104R (Las Villitas Gallery Design) to C & G Partners LLC for a total amount of \$120,000.00.

The City Manager is authorized to execute any related contract documents and agreements necessary to effectuate this award, and to approve additional services in an amount not to exceed \$50,000.00.

The Departments of Financial Services, Purchasing Division, and Museums & Cultural Affairs Evaluation Committee, based on evaluation criteria established for this procurement, recommend award to the highest ranked qualifier.

RFQs SOLICITED 17 (2 local)  
RFQs RECEIVED 11  
"NO RFQ" RECEIVED 0

TOTAL RECOMMENDED AWARD: \$120,000.00

\*\*\*\*\*  
COUNCIL APPROVED  REJECTED  MUNICIPAL CLERK \_\_\_\_\_  
\*\*\*\*\*

APPROVED:

COUNCIL MEETING DATE: September 29, 2009

  
Terrence Freiburg  
Purchasing Manager

2009-104R  
Las Villitas Gallery Design

Evaluation Committee Scoresheet

CRITERIA	WEIGHT BY %	C&G Partners LLC New York, NY		Exhibit Design Central, Inc. Wilmette, IL		Formations, Inc. Portland, OR		Haley Sharpe Canada, Inc. Toronto, M5V2K6		KPC Design Experience Boston, MA	
		SCORE	POINTS	SCORE	POINTS	SCORE	POINTS	SCORE	POINTS	SCORE	POINTS
EXPERIENCE IN PLANNING SERVICES FOR MUSEUM EXHIBITS - PERFORM WORK IN SUITABLE TIME SCHEDULE	40		34		26		27		30		14
PAST EXPERIENCE & PERFORMANCE ON MUSEUM CONTRACTS	35		28		24		28		28		15
QUALITY OF PROFESSIONAL & MANAGEMENT SUPPORT PERSONNEL, AND WORK PLAN	25		19		14		19		20		9
<b>TOTAL</b>	<b>100</b>		<b>80.6</b>		<b>63.4</b>		<b>74.2</b>		<b>78.4</b>		<b>38.8</b>
			1		7		3		2		10

2009-104R  
Las Villitas Gallery Design

Evaluation Committee Scoresheet

		Main Street Design, Inc. Cambridge, MA		Renowitzky Studio De Deseno Ltd. Richmond, VA		Riggs Ward Design LC Richmond, VA		S2 Associates Inc. Napa, CA		Storyline Studio, LLC Bothell, WA	
CRITERIA	WEIGHT BY %										
EXPERIENCE IN PLANNING SERVICES FOR MUSEUM EXHIBITS - PERFORM WORK IN SUITABLE TIME SCHEDULE	40		27		19		27		27		18
PAST EXPERIENCE & PERFORMANCE ON MUSEUM CONTRACTS	35		25		17		27		20		11
QUALITY OF PROFESSIONAL & MANAGEMENT SUPPORT PERSONNEL, AND WORK PLAN	25		17		12		15		19		7
<b>TOTAL</b>	<b>100</b>		<b>69.4</b>		<b>48.0</b>		<b>68.8</b>		<b>65.8</b>		<b>35.8</b>
			4		9		5		6		11

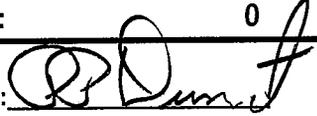
2009-104R  
Las Villitas Gallery Design

Evaluation Committee Scoresheet

		The Design Minds, Inc. Alexandria, VA								
CRITERIA	WEIGHT BY %									
EXPERIENCE IN PLANNING SERVICES FOR MUSEUM EXHIBITS - PERFORM WORK IN SUITABLE TIME SCHEDULE	40		22							
PAST EXPERIENCE & PERFORMANCE ON MUSEUM CONTRACTS	35		21							
QUALITY OF PROFESSIONAL & MANAGEMENT SUPPORT PERSONNEL, AND WORK PLAN	25		15							
<b>TOTAL</b>	<b>100</b>		<b>58.4</b>							
			8							

# CITY OF EL PASO RFQ TABULATION

<b>TITLE: LAS VILLITAS GALLERY DESIGN</b>  <b>DATE: MARCH 18, 2009</b>	<b>RFQ: 2009-104R</b> <b>DEPARTMENT: MUSEUMS &amp; CULTURAL AFFAIRS - MUSEUM OF HISTORY</b>
<b>C&amp;G PARTNERS LLC</b>	<b>NEW YORK, NY</b>
<b>EXHIBIT DESIGN CENTRAL INC.</b>	<b>WILMETTE, IL</b>
<b>FORMATIONS INC.</b>	<b>PORTLAND, OR</b>
<b>HALEY SHARPE CANADA INC.</b>	<b>TORONTO, M5V2K6</b>
<b>KRENT/PAFFACT/CARNEY INC. (DBA KPC EXPERIENCE DESIGN)</b>	<b>BOSTON, MA</b>
<b>MAIN STREET DESIGN, INC.</b>	<b>CAMBRIDGE, MA</b>
<b>RENOWITZKY STUDIO DE DISEÑO LTD.</b>	<b>VANCOUVER, BRITISH COLUMBIA</b>
<b>RIGGS WARD DESIGN LC</b>	<b>RICHMOND, VA</b>
<b>S2 ASSOCIATES INC.</b>	<b>NAPA, CA</b>
<b>STORYLINE STUDIO, LLC</b>	<b>BOTHELL, WA</b>
<b>THE DESIGN MINDS, INC.</b>	<b>ALEXANDRIA, VA</b>
RFQs SOLICITED:            17	
RFQs RECEIVED:            11	
RFQs LOCAL:                2	
NO RFQs:                    0	

APPROVED: 

DATE: 5/23/2009

The Acorn Group  
155 El Camino Real  
Tustin, CA 92780

ADOBE, LA, Ulises Díaz  
6518 Hollywood Blvd  
Los Angeles, CA 90028

Chicago Scenic Studio  
1315 N. North Branch Street  
Chicago, IL 60642

Ely Inc.  
Attn: Bruce Lee  
7701 Penn Belt Drive  
Forestville, MD 20747

IDEA, Guillermo Barrajas  
310 N. Mesa  
El Paso, TX 79901

Local Projects, LLC  
315 West 39<sup>th</sup> St #908  
New York, NY 10018

Main Street Design, Inc  
38 Cameron Ave  
Cambridge, MA 02140

Museum Arts  
2639 Freewood  
Dallas, TX 75220

S2 Associates Inc., Daniel  
Wodarczyk  
68 South Coombs Street, Suite L3  
Napa, CA 94559

Southwest Museum Services  
6399 Windfern Rd  
Houston, TX 77040

Storyline Studio, LLC,  
2411 240<sup>th</sup> Street SE  
Bothell, WA 98021

Surround Art  
Attn: Chris Kirages  
2914 V Street, NE  
Washington, DC 20018

THE DESIGN MINDS, INC.  
ATTN: MIKE LESPERANCE  
4803-B EISENHOWER AVENUE  
ALEXANDRIA, VA 22304

EXHIBIT DESIGN CENTRAL, INC.  
ATTN: BEN J. KOZAK  
1606 FOREST AVENUE  
WILMETTE, IL 60091

S2 ASSOCIATES INC.  
68 S. COOMBUS ST. L3  
NAPA, CALF 94559

C&G PARTNERS LLC  
ATTN: CLAIRE ANDERSON  
116 EAST 16<sup>TH</sup> STREET  
NEW YORK, NY 10003

GARLAND & HILLES ARCHITECTS  
ATTN: JAVIER GONZALEZ  
414 EXECUTIVE CENTER BLVD. SUITE 100  
EL PASO, TEXAS 79902

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**AN AGREEMENT FOR DESIGN**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2009 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 **C&G Partners, LLC**, hereinafter referred to as the **“Consultant”**.

**WHEREAS**, the Owner intends to engage the Consultant to perform design services for a project known as **“LAS VILLITAS: NEIGHBORHOODS & SHARED MEMORIES GALLERY DESIGN,”** 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
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	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 **Attachments “C” and “D”**.

**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 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 the 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 Sean P. McGlynn, Director of MCAD, to work with 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. Sean P. McGlynn, Director of MCAD, 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.

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

3.1 **PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) 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 "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by Sean McGlynn, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 will be paid by the hourly rates described on attachment up to 25% of the contract. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

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 "D"**. 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 **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00)** 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 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 **Sean P. McGlynn, Director of MCAD**. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**.

**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 contract, and construction of the improvements included in the construction

contract, 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 Sean P. McGlynn, Director of MCAD, 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 required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. 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. FEDERAL PROVISIONS**

### **6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS**

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.**

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**ARTICLE VII.  
GENERAL PROVISIONS**

**7.1 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 "D"**. 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 Sean P. McGlynn, Director of MCAD, of any delay beyond its control and Sean P. McGlynn shall extend the time schedule in the event of delays which Sean P. McGlynn 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 "D"**.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso for the purpose of this Contract, 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.

**7.3 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 "D"** 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.

**7.4 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.

**7.5 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.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:                   The City of El Paso  
  Attn: City Manager  
  2 Civic Center Plaza  
  El Paso, Texas 79901

With a Copy to:                The City of El Paso  
  Attn: Director of MCAD  
  2 Civic Center Plaza  
  El Paso, Texas 79901

To the Consultant:            C&G Partners LLC  
  Attn: Jonathan Alger  
  116 East 16 Street  
  New York, NY 10003

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

**7.12 CONFLICTING PROVISIONS.** Consultant's Response to Owner's solicitation is attached as Attachment "E" and incorporated by reference. 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.

**7.13 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.

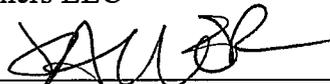
*(Signatures appear on the following page)*

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

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

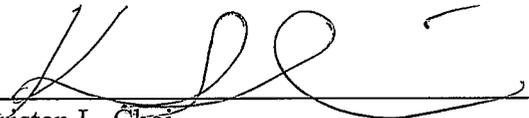
CONSULTANT:  
C&G Partners LLC

By: \_\_\_\_\_  


Printed Name: Jonathan Alger

Title: Partner

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Kristen L. Choi  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Sean P. McGlynn, Director  
Museums and Cultural Affairs Department

(Acknowledgements on following page)

CITY CLERK DEPT.  
09 SEP 23 AM 9:29

CITY CLERK DEPT.

09 SEP 23 AM 9:29

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

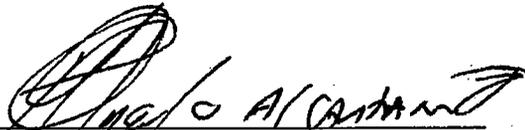
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2009,  
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

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

My commission expires:

\_\_\_\_\_  
THE STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of SEPTEMBER, 2009,  
by Jonathan Alger, as Partner of C&G Partners LLC.

  
\_\_\_\_\_  
Notary Public, State of New York

My commission expires:

August 16, 2013

ANGEL O. ALCANTARA  
Notary Public, State of New York  
No. 01AL6029359  
Qualified in New York County  
Commission Expires August 16, 2013

**SECTION B**  
**SCOPE OF WORK**

**LAS VILLITAS GALLERY DESIGN**  
**MUSEUMS & CULTURAL AFFAIRS DEPARTMENT - MUSEUM OF HISTORY**

BID NUMBER: 2009-104R  
BID OPENING DATE: 3/18/2009

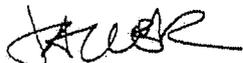
**INTRODUCTION**

**BACKGROUND INFORMATION AND HISTORICAL PERSPECTIVE**

The El Paso Museum of History ("EPMH") is a division of the Museums and Cultural Affairs Department (MCAD) of the City of El Paso. A new museum building on City of El Paso parks land at Cleveland Square in downtown El Paso was opened in 2006. The History Museum is a two-story structure totaling approximately 38,000 gross sq. ft. Of this space, 15,422 sq. ft. is dedicated to permanent and temporary exhibit space. The museum has two permanent galleries containing El Paso A-to-Z and The Changing Pass exhibits. The third permanent gallery will house the Las Villitas exhibit. Las Villitas, the focus of this request, is a community-centered exhibition space developed with civic groups and residents. It explores how the experiences and memories of many generations of El Pasoans intersect within a particular neighborhood. The City of El Paso has estimated a budget of \$500,000 for the total project.

The Institute of Museum and Library Services (IMLS), a federal granting agency, has awarded the El Paso Museum of History a grant for the development of "Las Villitas," an exhibition representing historic neighborhoods in El Paso such as Segundo Barrio, Chihuahuita, Kern Place, Sunset Heights, and the Mission Trail. The gallery will include three or four exhibit kiosks designed and fabricated to be modular and flexible. Each kiosk will tell the story of a different neighborhood, with artifacts, photographs, text, and oral histories developed and on loan from the neighborhoods. At regular intervals, the kiosks will be transitioned to focus on new neighborhoods. This community-based approach will allow El Pasoans to take ownership of their community heritage and participate in historical interpretation.

With the addition of Las Villitas to the El Paso Museum of History's existing galleries, the Museum will continue to serve as a source of civic pride, become a true repository of community memory, act as a venue for quality traveling and original exhibitions, provide innovative public programs, be a flexible resource for educators, and a working partner in the region's cultural and heritage tourism.



Partner  
C&G Partners LLC

BIDDER'S [ COMPANY ] NAME

C & G Partners LLC

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## GENERAL DESCRIPTION OF DESIGN SERVICES

The exhibit design firm (called "Firm") will be responsible for review and incorporation of the conceptual design including analyzing program to date, schematic design, design development, construction documents, specifications, and monitoring (for the EPMH) of fabrication and installation of the exhibits.

The Firm's response should anticipate the time and analysis needed to develop the following:

- Working with existing staff for exhibit integration
- Preparation of progress reports, drawings, and specifications
- Complete drawings, diagrams, systems and finishes approved by the EPMH, sufficient in nature to secure a fixed contract with a fabrication contractor.
- Recommendations to the EPMH as to the appropriate investigations, tests, and reports to be obtained
- Advising the EPMH and design team on compliance with schedule and budget design standards appropriate to the project's development
- Suitable methods of delivery to comply with the sequence, timing, and coordination of the services of your firm and other project consultants
- Work with the project director and staff to develop exhibit text
- The Firm will maintain the responsibility for complete Exhibit Design services throughout the project.

The response for exhibit design services should include all work necessary, including, but not limited to work outlined in this RFQ, to complete the project to the highest level of professional standards.

## SCOPE OF SERVICES

The nature and scope of work is to plan and provide Exhibit Graphic Design and Artifact Layout Services (EGDALS) for an approximately 2,500 sq. ft. permanent exhibit of high quality and stylistically cohesive interpretation of El Paso area history through immersive environments and experiences that are intuitive, interactive and educational. The permanent exhibits will be located on the second floor of the museum building. The firm may utilize the recommended themes by the EPMH Advisory Board subcommittee and other planning documents as determined by the EPMH.

The firm will refine an overall design theme, edit and complete a story line, including historical research where necessary. The Firm will also develop a preliminary exhibit floor plan and elevation drawings; complete exhibits graphics design in a print-ready format; complete case design including detailed final design bid drawings for fabrication. The Firm will produce film concepts and storyboards; provide concepts for lighting design that would include emphasis on energy conservation; work in conjunction with the Museum's exhibit text writer to integrate text into graphics; complete, in cooperation with EPMH staff, editing and Spanish translation (using a translator approved by the EPMH staff) of the text to be included in the exhibits. Lastly, the Firm will detail a schedule of values for design, fabrication and installation including costs of the individual tasks and the estimated time of completion for each; and develop bid specifications for either one single or two or three separate fabrication and installation bids.

The Total Project Schedule is broken down into five (5) segments:

- Segment I – Exhibit Graphic Design
- Segment II – Review and Approval of Exhibit Graphic Design
- Segment III – Preparation of Final Construction Documents
- Segment IV – Fabrication and Installation of Exhibits and Low-Tech Interactives
- Segment V – AV Hardware/Software Integration and Fabrication and Installation of High-Tech Interactives

The firm retained under this contract will have involvement in all segments.

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*JAWR*

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Some types of exhibit elements, which might be included in the exhibit design contract, are:

- Façade recreations that can accommodate additional elements, like canopies, moldings, wall textures, ornamentation
- Stand-alone, movable panels for interpretation, divide space, and/or suggest exterior/interior walls
- Signage to designate geographic location within exhibition
- Specialty floor treatments, ceiling or wall finishes
- Environmental graphics (painted murals, photo murals, digital super-graphics)
- Media furniture, controls, hardware, and software and related equipment for the audio-visual elements
- low-tech interactive areas (articulated and hand operated mechanical devices)
- high-tech interactive areas (film, computer-based, and electronic devices) for recording or listen to oral histories
- a system of graphic and/or text panels to act as a temporary façade to cover high-tech interactive elements during the phased construction
- macro artifacts in interpretive settings
- Representations of life-size figures and livestock in interpretive settings
- Graphic panels
- Oversize bilingual text panels
- Bilingual artifact ID labels
- Adequate security measures to protect permanent design components
- Production of audio-visual media elements
- Lighting design, system, and configuration
- Bilingual audio recording scripts or film scripts
- An open area that will accommodate group and school tours of approximately 25 people sitting on the floor or portable stools
- Special children's activity areas that are designed and built close to the floor
- Special "community center" area for visitors to leave comments and memories
- Accommodations or special interactive experiences designed for visually and hearing impaired visitors
- Suggestions or proposals for any other value added design services including building signage, film production services, or visual branding will be accepted from the Firm under separate line items on the proposal for potential selection by the EPMH

## Phases of work

### 1. General

Services required by the Firm throughout the project will include but are not limited to:

- a. Attendance and record keeping at all design meetings and other project meetings, scheduled every other week or as needed to keep informed on issues affecting design, budget, fabrication, installation, and schedule of events
- b. General coordination of exhibit improvements with other proposed building systems and elements
- c. Compliance with all requirements of national, state, and local codes and regulatory agencies, and related to all aspects of the project
- d. Written evaluation of estimates and bids, and proposed value engineering substitutions
- e. Firm acknowledges that it is assigned the responsibility of coordinating the services with the mechanical, electrical, plumbing and fire protection engineers or with other consultants retained by EPMH
- f. Firm acknowledges that additional members of the design and construction team or focus group may be added by the EPMH from time to time
- g. Firm will use its due professional efforts so that the project is developed and built in a coordinated, careful, and harmonious fashion and in an efficient and expeditious manner consistent with the interest of the EPMH

BIDDER'S [ COMPANY ] NAME

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**2. Master planning**

Services required by the Firm throughout the project will include but are not limited to:

- a. Provide integrated design concept with permanent exhibit gallery, The Changing Pass, located on the second floor adjacent to the proposed Las Villitas gallery. EPMH staff anticipates a permanent wall separating these two galleries.
- b. Identify proposed exhibit methods and prepare a preliminary, internal exhibit construction cost estimate
- c. Provide exhibit concept sketches that communicate the exhibit intent and major environmental components
- d. Provide a concept model to illustrate the space planning and integration with the architecture
- e. Any other reports, information, or documents which are typical to a project of this type, and/or which fix or describe proposed systems, their components and requirements as necessary to begin design development
- f. Final concepts to be assembled into a schematic design document and presented to, but not limited to, EPMH staff, project and construction managers, City of El Paso staff, EPMH Advisory Board and subcommittee
- g. Consultation on design of building interface requirements

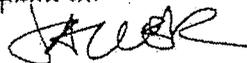
**3. Design Development**

Services required by the Firm throughout the project will include but are not limited to:

- a. Identification and incorporation of approved revisions or additions to the conceptual design
- b. Identification of any conflicts of proposed systems with design concepts documented during master planning, followed by advising the Design Architect and Architect of Record as to probable alternatives and solutions
- c. Prepare design drawings for all exhibits which include but are not limited to:
  - Indication of scale, form, and operation of all exhibits to completely communicate intent of exhibits to potential fabricators
  - Prepare at least one drawing per exhibit (each exhibit will be described in plan and elevation)
  - All audiovisual displays, including computers, film, and video programs will be developed by storyboards and preliminary scripts
  - Educational assessment and indication of type of learning styles served, and age group served by any interactive exhibit component
- d. Prepare detailed floor plans and specifications indicating location of all exhibits as well as any structural and/or utility (design by others) requirements of the exhibits, which fix and describe the systems and their components to a level typical to this type of project and sufficient in description of project scope and quality
- e. Submit design development drawings, floor plans, and structural and/or utility requirements to be assembled into a design development document and presented to EPMH for review, comment, and approval.
- f. Prepare preliminary cost estimates for the fabrication for all exhibit elements and all audiovisual components
- g. Any additional information needed to describe approved design concepts, improvements and modifications to a level sufficient to begin working drawings
- h. Prepare interim documents and advise EPMH, relative to value engineering and pricing for use in selecting materials, systems, and other elements of the project
- i. Firm is responsible for continually monitoring of the budget as outlined by the City of El Paso and will revise the design package through redesign or reduction, without additional compensation, and resubmit the design package for project estimating until the desired budget is obtained.

**4. Working Drawings**

Services required by the Firm throughout the project will include but are not limited to:

BIDDER'S [ COMPANY ] NAME CIG Partners LLC 

- a. Production of working drawings, in a format authorized by the EPMH and City of El Paso, which detail construction requirements of all the objects to be featured in the exhibits, including but not limited to the locations, quantities, sizes, and installation of those components
- b. Provide audiovisual treatments for all exhibits utilizing audio, video, and/or computer programs
- c. Provide graphic design services for all exhibits within the project scope
- d. Submit final drawings, floor plans, specifications, samples and structural and/or utility requirements to be assembled into a fabrication bid document and presented to EPMH for review, comment, and approval
- e. Production of specifications for all elements for the exhibition including but not limited to materials, placement, and visual details to be included in bid package for submission to qualified exhibit fabricators
- f. Production of final utility and lighting requirements for the entire exhibit in accordance with artifact conservation standards set by EPMH
- g. Identification of improvements and installation needs which conflict with design concepts documented during design development, including work by other consultants, followed by a review of conflicts and a recommendation of probable alternatives to the EPMH, in order to coordinate all materials, systems, and components
- h. Advise the EPMH regarding current to previous estimates of construction cost for the Responder's part of the project
- i. Any other information, drawings, or requirements typically required in a project of this type or for bidding of the exhibit portion of the project by qualified contractors

#### 5. Fabrication

Services required by the Firm throughout the project will include but are not limited to:

- a. Assistance in identifying qualified potential fabricators and/or installers, preparation of bid specifications, and assistance with evaluation of bids. (The City shall not permit the firm awarded this contract to submit bids for fabrication/installation segment.)
- b. Act as representative of the EPMH in implementing the fabrication contract for the exhibits
- c. Review for appropriateness and conformance of fabricator's shop drawings for compliance with documented design intent
- d. Firm will continually monitor the fabrication process and report to the EPMH on a weekly basis
- e. Firm will make periodic visits to the site of fabrication of the exhibition materials and furnishings to review conformance as to the intent of the design
- f. Proposals of value engineering substitutions, and if requested, written analysis of such proposals or related bids
- g. Revision or redesign of working drawings and specifications as required and approved by the EPMH to meet approved budgets
- h. Preparation of documents including addenda suitable for preparing bids

#### 6. Exhibit Installation through Final Completion

Services required by the Firm throughout the project will include but are not limited to:

- a. Periodic site visits for review of progress and for determination of work's compliance with fabrication documents
- b. Preparation of written reports as needed to inform the EPMH of claims, disputes, or issues related to the aforementioned services
- c. Review reinstallation of full size artifacts for compliance with design intent including artifact conservation measures
- d. Preparation of a "punch list" detailing incomplete or incorrect work, to be completed and/or corrected, and once complete, certification that the fabrication/installation is complete and should be accepted by the EPMH
- e. Assisting the EPMH in receiving written warranties and documents relevant to the work

BIDDER'S [ COMPANY ] NAME

CIG Partners LLC

*[Signature]*

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- f. Provide electronic files of all exhibit graphics and text panels to the EPMH in an editable format (chosen program should be compatible with City of El Paso information technology systems and EPMH reserves the right for final approval of software)

**Review of completed phases**

At the completion of each phase outlined above, EPMH and City staff will thoroughly review the work completed during that phase, and will have the opportunity to set additional review sessions, as required at intermediate dates during the process of work being done. The times for these review sessions will be set with the concurrence of both the EPMH and the Firm. These meetings may coincide with the aforementioned bimonthly meetings.

**Time schedule for completion of all exhibit phases**

The company will need to provide a time schedule. Projected deadline of completion is August 2009.

**TIME REQUIREMENTS**

See Exhibit A, Schedule of Completion, for key dates.

**Response Calendar**

The following is a list of key dates up to and including the date responses are due to be submitted:

Request For Qualifications issued	February 3, 2009
Last day for Questions/Clarifications	February 27, 2009
Due date for responses	March 18, 2009

**Tentative Notification and Contract Dates**

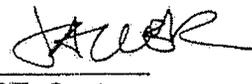
Selected firm notified	April 2009
Contract date	May 2009
Date Work May commence	Upon award

The City of El Paso, Texas desires the firm to begin the work as soon as possible after the contract start date.

**SCHEDULE FOR WORK**

The firm shall provide the City of El Paso within 30 days of awarding the bid both a final detailed work plan and a proposed time schedule.

BIDDER'S [ COMPANY ] NAME

CIG Partners LLC 

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### REQUIREMENT GUIDELINES

There is no expressed or implied obligation for the City of El Paso, Texas to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

#### Qualifications to be included in response

1. The firm or lead designer must show that it has satisfactorily completed the planning and design of at least five museums.
2. The firm shall furnish references including names, telephone numbers, and addresses of contacts for the past five museums completed.
3. The firm shall furnish references of three fabrication firms they have worked with including names, telephone numbers, and addresses of contacts.
4. The firm shall furnish a full profile of their company including the number of employees, special skills of key employees, and number of years that company has been in business, or number of years that the principle employees have been in the industry of EGDALS. In addition the profile should include an overview of the kinds of special equipment that is utilized in the design of exhibits such as computers, software, large format printers and any other specialized equipment.
5. The company must also have for any or all of the below a demonstrated proof of working relationships with qualified subcontractors whose capabilities include: a. a fully equipped graphic production department with digital graphic production capabilities, film processing equipment, and all other equipment required to produce complex, museum-quality graphics from historic photos that require retouching, camera-ready artwork and digital files; b. crafts persons and equipment capable of producing environmental recreations, representations of buildings, interiors and furnishings; c. extensive experience producing specialized conservation quality mounts for artifacts, including textiles, documents, pottery, paper, metal and wood; d. crafts persons and equipment capable of producing artifact replication, mannequins, and livestock recreations; e. trades people and specialists experienced in highly complex, quality exhibit installation and mounting of museum artifacts according to museum conservation standards; f. trades people and equipment to produce and install lighting design and systems for the exhibit areas that conform to museum conservation standards; g. trades people and equipment to produce and install security measures or in collaboration with the museum building's overall security system; h. trades people and equipment to produce and install artifact cases and exhibition elements that are feasible to clean and maintain; i. consultants able to research and write bilingual exhibition text, audio or video scripts.

#### Project management

A candidate for the design and installation of exhibits for the History Museum should be able to demonstrate a proven record of successfully managing and coordinating projects where exhibit design, fabrication and installation quality has met all specifications, codes, engineering and other requirements set out by law, owner, designer and architects.

The firm must also be able to furnish an overview of how the firm manages a project. This overview should include utilization of project management computer software, the selection of a successful project manager, the ability to estimate costs, and a successful record of completing projects on time and on budget. The firm must have a track record of successful coordination with past museum clients, and be able to detail the methods by which review of work can be accomplished by the El Paso Museum of History and the City of El Paso.

**Evaluation Criteria and Selection Process**

See Section F

**Right to Reject Responses**

Submission of a response indicates acceptance by the firm of the conditions contained in this Request For Qualifications (RFQ) unless clearly and specifically noted in the response submitted and confirmed in the contract between the City of El Paso, Texas and the firm selected.

The City of El Paso, Texas reserves the right without prejudice to reject any or all responses.

**REQUESTS FOR CLARIFICATION**

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications in order to allow an offer of a functionally equal piece of equipment (as appropriate), be submitted in writing no later than Friday, February 27, 2009. Each vendor submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation. Questions submitted after this date may not elicit a response.

All requests shall be mailed to:

The City of El Paso  
 Financial Services Department/Purchasing Division  
 Two Civic Center Plaza  
 El Paso, TX 79901-1196  
 Attn: PETE DUNAVANT, ADMINISTRATIVE ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

or faxed to: (915) 541-4347.

It is the vendor's responsibility to follow up and make certain that the City of El Paso Purchasing Division received the request. Vendors shall promptly notify the City of El Paso Purchasing Division of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, vendors shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the offer involved.



BIDDER'S [ COMPANY ] NAME \_\_\_\_\_

2009-104R LAS VILLITAS GALLERY DESIGN

C. S. G. Partners LLC

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**PROPOSAL - REVISED****VIA EMAIL**

To: Vanessa M. Macias  
Las Villitas Project Manager  
City of El Paso  
Museum and Cultural Affairs Department  
El Paso Museum of History  
510 N. Santa Fe St.  
El Paso, Texas 79901

maciasvm@elpasotexas.gov  
915.351.3588 ext. 7007

*Steff Geissshuhler*

*Keith Helmetag*

*Jonathan Alger*

*Emanuela Frigerio*

From: Jonathan Alger  
Partner  
C&G Partners LLC

Date: 3 June 2009

**Re: DRAFT Cost Proposal, REVISED, Las Villitas Exhibit Design**

Dear Vanessa,

As promised, here is a DRAFT cost proposal, now REVISED per your comments. We assume that a more detailed contract of some kind, either by us or by you, will be required at some point. Please let us know your thoughts about that, and on what follows below.

Here is an outline of this proposal, which includes narrative clarifications, cost proposal breakdown and revised draft schedule:

1. Your Project  
Goals, Schedule, Budget, Your Team
2. Our Scope of Work
3. Our Team
4. The Collaborative Process  
Collaborating, Meeting, Communicating and Decision-Making
5. Our Schedule
6. Our Deliverables
7. Our Fee, Expenses and Payments
8. Approval

Cost Breakdown: Attached  
Revised Schedule: Attached

## 1. YOUR PROJECT

### **Your Goals**

To create a visitor experience that will inform and inspire your visitors.

You intend to create a permanent but rotating modular exhibit about the communities of El Paso, with some of the modules opening in early-to-mid 2010. The purpose of this project is to plan, design, and review the production and installation of this gallery, in a way that will engage the visitor, effectively communicate the themes you establish, and continue to develop the brand of your institution. The majority of the content in the exhibit is currently imagined to completely rotate out and be refreshed approximately twice per year.

### **Your Schedule**

Currently, the main schedule milestone is to be ready for a public opening in April 2010 and for more private events during the weeks leading up to that date. After some discussion, assuming things go well with the collection of images, artifacts and oral histories from the first communities, we now feel we can meet this schedule.

### **Your Budget**

The budget you have set is \$574,000 for all design and production for the gallery. We pledge to work towards this overall budget scenario.

### **Your Team**

You have a small staff of professionals at the Museum, including of course yourself as Project Manager and specialist in the history of the communities, and you have convened special advisory boards for the project overall and also will for each community.

### **Recent Clarifications**

Our proposal is based on the information in your RFQ, on the Q-and-A documents that were developed during the RFQ, and also during subsequent conversations with you. One recent conversation answered a number of detailed questions, and so we write those here as a record of what was discussed:

- The Museum received 33,485 visitors in 2008.
- The Museum would like a new design for the gallery, not a revision. The past rendering shows elements the Museum wants, not a design.

- The exhibit will be “community-advised.” This means that residents are going to provide information and identify items for the gallery. Museum organizers have advisory and neighborhood focus groups to help determine guidelines. The Museum is developing guidelines for collecting items, working with an overall advisory group. The Museum team anticipates starting collection of objects / images / information at end of summer.
- The design firm however must develop designs before this, and can then also suggest kinds of items from the Museum to collect. But the Museum doesn’t know what those items will be specifically. The Museum hopes that the designers will guide the collection process somewhat, but again it is somewhat up to the communities and what they have available.
- It is quite necessary that the design will need to have flexibility and modularity as a main goal.
- The Boyle Heights project done by the Japanese-American National Museum in Los Angeles was definitely a precedent. The Museum took note of the way they worked with residents, developed, collected items, etc.
- The Museum does not know what photos, artifacts or oral histories will be available for the exhibit yet. The design will need to be able to accommodate any possibilities, now and in future “stages” of the exhibit, within reason.
- The exhibit will evolve in stages starting with the initial installation. In Stage 1, 2 of 4 neighborhoods will be shown. A “pre-exhibition” module would be a permanent component as the gallery changes through each stage to highlight early communities that existed in the region prior to the City of El Paso. People will expect to see the entire exhibit (pre-exhibit and Las Villitas) at the grand opening. Previously, it was the advisory group’s idea to have a pre-exhibit that would open before the main exhibit, but this has been changed now. Stage 1, Phase 1 would open Spring 2010. Stage 1, Phase 2 opens winter 2010. Stage 2 is about 6 months later. In other words, there will be an estimated 14 stages, 6 months apart, from opening onwards.
- There will be a number of opening events. VIP’s and media first, then the general opening.

- There are actually over 200 "neighborhoods", which is a lot to display, even over time. But some neighborhoods may not be organized or self-identified as such, so the Museum may combine neighborhoods. Conversely, a stage may be divided into phases to accommodate a greater amount of resident involvement within a particular neighborhood. The design will need to be permanent space with flexible, dynamic area. In a sense, it is similar to the way a bookstore is always a bookstore, even when the books change completely season to season.
- The Museum has talked about having an oral history booth or other ways of handling the oral history component to allow visitors able to contribute, if possible within the gallery space. At minimum, the Museum wants oral histories available to visitors. UTEP has a team that may be the ones collecting / editing these histories alongside community volunteers and the Museum staff. The design team will not do the collection or editing work.
- The Museum would also like to see a digital photo album feature, and also perhaps see options incorporating music, sounds of the neighborhood, etc.
- Designers do not need to focus on the advisory focus group; the group's recommendations will be relayed through the Museum staff to the design team. The Museum began meeting with them a couple of months ago and will be bringing them back in June and July. For design, they will be exposed to design ideas via the Museum.
- The Community Coalition and Neighborhood Participants groups' role is primarily for collection of artifacts, images and stories. They won't meet for design or have approval over design. It is not "community-designed", only "community-advised".
- The Museum would like the designers to stick around for a month or so after the project is completed to make sure it all works and deal with any issues.
- The overall schedule is flexible, but the Museum would like to have the initial installation of the gallery open in spring or early summer 2010.
- The gallery itself is also a circulation zone, parts of it have to be left

clear for people to get to certain parts of the building. Architecturally, it is finished, and has track lighting. Pipes are exposed. Since last September, the Museum has had 3-4 exhibits in this space.

- On the subject of the length of time needed for open bidding for fabrication, the Museum researched this, and stated: "It was recommended this type of bid be open for six weeks, then two weeks for review and recommendation for award. [The Museum] would be working with Engineering on this, which could potentially add time. [We should assume] two-three months total. All City of El Paso bids are public (therefore they are national), but we can compile a bidder's list..."

## **2. OUR SCOPE OF WORK**

We will fulfill all requirements stated here and listed in your RFQ scope (except as modified in the Q-and-A documents during the RFQ period), including:

- General Description of Design Services
- Scope of Services
- Phases of Work – General
- Phases of Work – Master Planning
- Phases of Work – Design Development
- Phases of Work – Fabrication
- Phases of Work – Exhibit Installation Through Final Completion

We will provide design services for the experiences in your public spaces. We will teleconference and meet with you and your team. We will discuss your goals, resources, schedule, and vision with you. We will provide planning and design ideas to you. These materials will be developed in collaboration with your team. We will create the final design document that the fabricators will use to build the project, and oversee what they do.

## **3. OUR TEAM**

Our team will include myself as Principal in Charge, and will also include team members such as a senior designer, junior designer, and project coordinator.

#### **4. THE COLLABORATIVE PROCESS**

##### **Collaborating**

Collaboration is the heart of the process in projects where space itself must communicate an explicit message. Firms like ours exist to work with the overall vision, thematic messages, physical assets, content and facilities of our clients to further their goals, not ours. We assist you to realize your goals, and you are the ones who know best what those are. Both parties realize that the process of developing a project like this needs to be collaborative and collegial. You need us to realize the project, and we need to you give us the message.

##### **Meeting**

We anticipate meeting regularly, by phone and also in person, though all parties must also both have time to actually work on the project and think carefully.

##### **Communicating**

Email is done from our office, not from mobile email devices; please plan your communication accordingly. We do offer mobile phone numbers for key members of our team and ask the same of yours. We try not to ask our staff to work outside of business hours, and ask our clients to respect those boundaries if at all possible. We reply as soon as possible to messages, usually within a day. Complete contact information for our entire team is always available.

We have used video chat in the past when the other party is equipped to do so. In particular, we recommend using video Skype. It is good for the environment and allows face-to-face dialog even over distance, which keeps projects moving nicely. Though we use it internally, we do not use IM with our clients.

We have a web system that we add to this for projects, based on the award-winning software called "Basecamp" ([www.basecamphq.com](http://www.basecamphq.com)). This software permits all parties to use the system as an emailer and aggregator of information, team-wide, so that emails are all still stored locally, but the email trails are also always available team-wide on line. In addition, this web system provides to-do lists, scheduling milestones, file sharing and upload, and picture galleries, which are particularly important for exhibit content development.

##### **Decision-Making**

Project development work for complex organizations often involves a good amount of decision by consensus, which takes more time than decision by chain-of-command or other direct process. We are very familiar with the

sensitivities, politics and personalities involved in typical projects of this kind, and we are known for our ability to work with such issues. We are accustomed to consensus making and we help our clients facilitate it.

Unfortunately, we cannot make the actual final decisions for our clients. At times we may appeal to you for a clear chosen directive to proceed. We would request that one member of your team is designated to officially provide final direction in such cases.

## **5. OUR SCHEDULE**

We will begin the work as soon as possible, upon successful negotiation and contract signing, and we will target the April 2010 opening. Beyond that, we counsel that we will work with you to continue to maintain, develop and revise the specific schedule as we develop the plans.

Note: We attach a revised draft schedule to this document as a next step starting point. Per the RFQ, we will provide a detailed work plan and proposed time schedule upon project award.

## **6. OUR DELIVERABLES**

Our deliverables will be as shown in your RFQ document.

Note: our deliverables typically do not exceed 11 x 17 size, even for architectural style drawings.

## **7. OUR FEE, EXPENSES & PAYMENTS**

### **Fee**

Our fee will for this work will be a lump sum of **\$102,100**, plus expenses as noted below. This includes all services shown above.

See attached spreadsheet for breakdown of costs and details of how we derive these amounts.

### **Expenses**

Our expenses, for phone, travel, FedEx, supplies and other typical items will be based on an upset cost of **\$11,000**. This is an upset amount; we will only bill expenses that are incurred. If a cost is not incurred, it will not be billed; the total expenses are often lower in the end. (See attached spreadsheet.)

The travel expense portion for your project is essentially \$500 per person per trip, based on midweek trips and our research into current travel costs. (See attached spreadsheet.)

Any unforeseen expenses, such as large-scale reproductions or many additional prints, will require your prior approval in writing of course, and will be billed additionally.

Expenses will be billed monthly as incurred, and include a 10% administrative markup within the upset amounts shown above.

### Payments

We propose a regularized, monthly payment schedule. We have found that a simple scheme will make it easy for both parties to plan cash flow. (See attached spreadsheet.) We will send you an invoice for each; payments due net 30. Expenses billed monthly as well, same terms.

### 8. APPROVAL

Your signature below is all we require to begin work on this exciting project. Please sign two copies and return one to us for our files.

Sincerely,  
Jonathan Alger

Agreed,  
Joyce Wilson



Partner  
C&G Partners LLC

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City Manager  
City of El Paso

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Date

**COST BREAKDOWN**

Las Villitas Exhibit Design

C&G Partners LLC

13 July 2009

**A. ESTIMATED LABOR COSTS**

*Calculated assuming approx. 11-month project duration  
(1 June 2009 - 30 April 2010)*

<b>Phase 1:</b>		<b>Master Planning / Concept Design</b>		
<i>Title</i>	<i>Name</i>	<i>Rate</i>	<i>Hrs</i>	<i>Cost</i>
Partner-in-Charge	Alger	150	60	9,000
Senior Designer	TBD	90	80	7,200
Junior Designer	TBD	75	40	3,000
Project Coordinator	TBD	70	80	5,600
<i>Months: 2</i>			<i>TOTAL</i>	<i>24,800</i>

<b>Phase 2:</b>		<b>Design Development</b>		
<i>Title</i>	<i>Name</i>	<i>Rate</i>	<i>Hrs</i>	<i>Cost</i>
Partner-in-Charge	Alger	150	40	6,000
Senior Designer	TBD	90	40	3,600
Junior Designer	TBD	75	80	6,000
Project Coordinator	TBD	70	80	5,600
<i>Months: 2</i>			<i>TOTAL</i>	<i>21,200</i>

<b>Phase 3:</b>		<b>Working Drawings</b>		
<i>Title</i>	<i>Name</i>	<i>Rate</i>	<i>Hrs</i>	<i>Cost</i>
Partner-in-Charge	Alger	150	40	6,000
Senior Designer	TBD	90	40	3,600
Junior Designer	TBD	75	80	6,000
Project Coordinator	TBD	70	80	5,600
<i>Months: 2</i>			<i>TOTAL</i>	<i>21,200</i>

**Phase 4: Fabrication**

<i>Title</i>	<i>Name</i>	<i>Rate</i>	<i>Hrs</i>	<i>Cost</i>
Partner-in-Charge	Alger	150	40	6,000
Senior Designer	TBD	90	40	3,600
Junior Designer	TBD	75	40	3,000
Project Coordinator	TBD	70	80	5,600
<i>Months: 3</i>			<i>TOTAL</i>	<i>18,200</i>

**Phase 5: Exhibit Installation Through Final Completion**

<i>Title</i>	<i>Name</i>	<i>Rate</i>	<i>Hrs</i>	<i>Cost</i>
Partner-in-Charge	Alger	150	40	6,000
Senior Designer	TBD	90	40	3,600
Junior Designer	TBD	75	20	1,500
Project Coordinator	TBD	70	80	5,600
<i>Months: 2</i>			<i>TOTAL</i>	<i>16,700</i>

**FEE TOTAL 102,100**

**B. EXPENSES**

*Upset amounts; items not incurred would not be charged  
Expenses are billed monthly as they are incurred.*

Item		Units	\$ ea	Cost
Travel NYC - El Paso	Person-trip	20	500	10,000 *
Typ Office Expenses		1	500	500
Repro / Ship		1	500	500
		<b>TOTAL</b>		<b>11,000</b>

*\* This line allots 20 person-trips during the total project, incl air, ground, hotel.  
Destination for eventually chosen fabricator is unknown.  
If location of chosen fabricator requires additional travel, this would be  
submitted as an extra or premium cost above and beyond the costs here.*

*Fee + Max Expense If Incurred 113,100*

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

For the Project known as "Las Villitas: Neighborhoods & Shared Memories Gallery Design," 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.

**REPORT PHASE**

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, or general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
  - d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow

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

diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing THE construction contract, which may include one or more of the above listed improvements to be constructed.
3. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws.

**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 the construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
3. 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.
4. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing the construction contract.
5. 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 the construction contract.
6. Prepare a detailed opinion of probable construction costs for the construction contract containing the main construction components, based on the information given in the preliminary design documents.

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

7. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for the 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 the 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 the 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 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 the 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 the 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

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

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 "D", 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 the construction contract, and the public utilities.

**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 the construction contract:*

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents.
2. 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.
3. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
4. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for the construction contract.
5. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for other agencies, will be provided by the Consultant as an Additional Service.

**BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide 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.

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

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
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 "D", 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 or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
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.

**CONSTRUCTION PHASE**

*At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:*

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. 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 observation. 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

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

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.

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 the 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. Issue the Owner's instructions to the construction contractor when required to do so, 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 the 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

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

examination to determine how or for what purposes the construction contractor has used the monies paid on account of the construction contract price.

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 the 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.
15. 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.
16. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

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

17. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
18. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
19. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
20. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
21. Inspect the construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
22. 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.
23. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
24. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. 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

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

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.

2. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
3. 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.
4. 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 Sean McGlynn, Director of the Museums and Cultural Affairs Department, 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 contractor, 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 "D"**  
**PAYMENT & DELIVERABLE SCHEDULES**

For the Project known as **Las Villitas: Neighborhoods & Shared Memories Gallery Design**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$120,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

The compensation for the work described in **Attachment of "A"** shall be made on a monthly basis for the time and materials performed the previous month. Each monthly invoice prepared by Consultant shall include the amount due for the previous month as well as the total contract amount paid to date, so as not to exceed the amount of the contract. 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**

**CONSTRUCTION PHASE**

The services called for in the Construction Phase of this Agreement shall be completed as follows:

**Status Reports:** In conjunction with the monthly invoice, Consultant shall submit **2 copy** of a Summary and Progress Report for each project assigned. Additional status reports may be requested at any time by the Owner for any project assigned.

**Project Documentation:** The consultant shall submit **2 copy** of approved submittals, all meeting minutes and any additional documents requested by the Owner within **10 days** of their receipt by Consultant or request by Owner.

Consultant shall submit **2 copy** of all documentation for which action is required by the Owner within **10 days** of its receipt by Consultant.

**Final Project Closeout documentation:** The Consultant shall collect, review and process all documentation required by the contract documents from the contractor and design consultant for each project and submit to Owner within **10 days** of Project Construction Substantial Completion.

**Consultant Files:** The Consultant shall package all its project files and deliver to the Owner all files and a final invoice within **10 days** of Project Completion.

**ATTACHMENT "D"**  
**PAYMENT & DELIVERABLE SCHEDULES**

**COMPREHENSIVE PROJECT SCHEDULE SHOWING DATES, TASKS AND PAYMENTS**

Las Villitas Gallery Design  
 C&G Partners LLC

**REISSUED AND REVISED PER CLIENT REQUEST: 26 August 2009**

**Overview**

The schedule below may be adjusted once work on the project has commenced. We will produce a schedule in more detail, week by week, and see if time can be compressed in other ways using natural opportunities in the calendar. We propose a regularized, monthly payment schedule for this project. Such a schedule makes cash flow prediction easier for all parties.

**General Tasks Throughout Project**

- Attendance and record keeping at meetings
- Coordination of exhibit work with building systems
- Compliance with codes and regulations
- Written evaluation of estimates and bids
- Value engineering substitutions

Year	Mo.	Main Activity	Secondary Activity	Description	Pct of Proj. Done	Pmt (End of Mo.)	Pct of Total Cost	Amt
2009	Sept	Master Plan / Concept Design	--	<ul style="list-style-type: none"> <li>• Provide design concept integrated with nearby galleries</li> <li>• Identify proposed methods</li> <li>• Provide exhibit concept sketches</li> <li>• Provide concept model</li> <li>• Present schematic design document</li> </ul>	9.09%	1	9.09%	9,281.82
	Oct	"	--	<ul style="list-style-type: none"> <li>• Prepare preliminary internal cost estimate</li> <li>• Consult on building interface requirements</li> <li>• Allow adequate time for client review of work</li> </ul>	9.09%	2	9.09%	9,281.82

**ATTACHMENT "D"**  
**PAYMENT & DELIVERABLE SCHEDULES**

	Nov	Design Development	--	<ul style="list-style-type: none"> <li>• Identify revisions to concept design</li> <li>• Identify and conflicts of proposed building systems</li> <li>• Prepare design drawings for all exhibits</li> <li>• Indicate salce, form and operation of all components</li> <li>• Prepare at least one drawing per exhibit</li> <li>• Develop storyboards for all AV displays</li> <li>• Prepare detailed floor plans</li> </ul>	9.09%	3	9.09%	9,281.82
	Dec	"	--	<ul style="list-style-type: none"> <li>• Submit design development drawings</li> <li>• Prepare preliminary cost estimates for all components</li> <li>• Prepare documents for value engineering</li> <li>• Monitor budget and revise design package</li> <li>• Allow adequate time for client review of work</li> </ul>	9.09%	4	9.09%	9,281.82
2010	Jan	Working Drawings	--	<ul style="list-style-type: none"> <li>• Produce working drawings</li> <li>• Provide all AV treatments</li> <li>• Provide graphic design services</li> <li>• Submit final drawings and requirements for bid package</li> <li>• Produce lighting reqmts per conservation standards</li> <li>• Identify updated architectural coordination issues</li> <li>• Allow adequate time for client review of work</li> </ul>	9.09%	5	9.09%	9,281.82
	Feb	Bidding	Final Art	<ul style="list-style-type: none"> <li>• Identify qualified potential fabricators</li> <li>• Assist in preparation of bid specifications</li> <li>• Begin Final Art</li> </ul>	9.09%	6	9.09%	9,281.82
	Mar	"	Final Art	<ul style="list-style-type: none"> <li>• Assist with evaluation of bids</li> <li>• Assist in preparation of addendum documents for bid</li> <li>• Represent client in implementing fabrication contract</li> <li>• Allow adequate time for client review of work</li> <li>• Continue Final Art</li> </ul>	9.09%	7	9.09%	9,281.82

**ATTACHMENT "D"**  
**PAYMENT & DELIVERABLE SCHEDULES**

	Apr	Fabrication	Final Art	<ul style="list-style-type: none"> <li>• Review conformance of shop drawings</li> <li>• Monitor fabrication process</li> <li>• Provide weekly reports</li> <li>• Complete Final Art</li> </ul>	9.09%	8	9.09%	9,281.82
	May	"	--	<ul style="list-style-type: none"> <li>• Periodically visit installation site</li> <li>• Review work for compliance with approved drawings</li> <li>• Provide written reports to inform client of issues</li> <li>• Review installation of artifacts</li> <li>• Allow adequate time for client review of work</li> </ul>	9.09%	9	9.09%	9,281.82
	Jun	Fabrication / Installation	--	<ul style="list-style-type: none"> <li>• Make periodic visitors to fabrication shop site</li> <li>• Review proposals of value engineering substitutions</li> <li>• Revise working drawings if needed</li> <li>• Allow adequate time for client review of work</li> </ul>	9.09%	10	9.09%	9,281.82
	Jul	Fabrication / Installation / Opening	--	<ul style="list-style-type: none"> <li>• Prepare punch list outlining incorrect work</li> <li>• Verify that punchlist items are completed and accurate</li> <li>• Assist client in receiving written warranties</li> <li>• Provide electronic files of all graphics in editable format</li> <li>• Opening</li> </ul>	9.09%	11	9.09%	9,281.82
							<b>TOTAL</b>	<b>102,100</b>

ATTACHMENT "E"  
**SOLICITATION OF OFFERS**  
ISSUED BY  
**THE CITY OF EL PASO**  
FINANCIAL SERVICES / PURCHASING DIVISION

**SOLICITATION NO: 2009-104R**

**DATE ISSUED: FEBRUARY 3, 2009**

**TITLE: LAS VILLITAS GALLERY DESIGN  
MUSEUMS & CULTURAL AFFAIRS DEPARTMENT - MUSEUM OF HISTORY**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:  
2:00 PM, local time, WEDNESDAY, MARCH 18, 2009

**NOTICE** When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

**ADDRESS OFFERS TO:  
PURCHASING MANAGER  
FINANCIAL SERVICES / PURCHASING DIVISION  
CITY OF EL PASO**

**MAIL TO:**

CITY HALL  
2 CIVIC CENTER PLAZA  
7TH FLOOR, PURCHASING DEPT.  
EL PASO, TX 79901-1196

OR

**HAND DELIVER TO:**

CITY HALL, 7TH FLOOR  
2 CIVIC CENTER PLAZA  
FRANKLIN & SANTA FE ST.  
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:  
PETE DUNAVANT, ADMINISTRATIVE ANALYST  
Telephone: [915] 541-4195 FAX: [915] 541-4347 Email: dunavantpp@elpasotexas.gov

**EXPIRATION OF OFFERS**

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001	16 MAR '09	A002	16 MAR '09	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

**OFFER SUBMITTED BY**

C&G Partners LLC  
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED

116 East 16th St

STREET ADDRESS

P.O. BOX NUMBER

New York, NY 10003

CITY, STATE AND ZIP CODE

212 532 4460

TELEPHONE NUMBER

212 532 4465

FAX NUMBER

alger@cgppartnersllc.com

E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**OFFER EXECUTED BY [PLEASE PRINT]**

Jonathan Alger, Partner

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

[Signature] 16 MAR 2009  
SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

CITY OF EL PASO

FOR OFFICE USE: FINANCIAL SERVICES DEPARTMENT / PURCHASING DIVISION

\_\_\_ Add 2 CIVIC CENTER PLAZA
\_\_\_ Delete EL PASO, TEXAS 79901-1196
\_\_\_ Change FAX # (915) 541-4347
\_\_\_ Update TELEPHONE # (915) 541-4179
Vendor-Number PLEASE TYPE OR PRINT

1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

116 East 16th Street Floor 10
Business Name and Street Address
New York NY 10003
City State Zip
212 532 4460 alger@cgppartnersllc.com
Telephone Fax E-Mail Address:

2. REMITTANCE ADDRESS:

same as above
Business Name and Street Address
City State Zip
Telephone Fax E-Mail Address:

3. PHYSICAL ADDRESS IF DIFFERENT:

Business Name and Street Address
City State Zip
Telephone Fax E-Mail Address:

- 4. [ ] Manufacturer or Producer [ ] Disadvantaged Business Enterprise
[ ] Wholesaler [ ] Asian - Pacific American
[ ] Retailer [ ] Black American
[ ] Franchised Distributor [ ] Hispanic American
[ ] Factory Representative [ ] Native American
[ ] Other [ ] Woman Owned Business
[ ] Large Business [ ] Handicapped
[ ] Small Business [ ] Local Business Enterprise
[ ] HUB State Certified Historically Underutilized Business
(please furnish copy of Certification)

[SEE NEXT PAGE FOR DEFINITIONS]

**DEFINITIONS:**

**SMALL BUSINESS CONCERN:**

Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

**DISADVANTAGED BUSINESS ENTERPRISE:**

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

**WOMAN-OWNED BUSINESS:**

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

**HANDICAPPED:**

At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

**LOCAL BUSINESS ENTERPRISE**

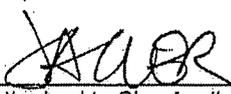
A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

**HUB [HISTORICALLY UNDERUTILIZED BUSINESS]**

A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business.

The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Financial Services Department/Purchasing Division to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Financial Services Department/Purchasing Division in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Financial Services Department/Purchasing Division, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.



\_\_\_\_\_  
Signature of Person Authorized to Sign Application

\_\_\_\_\_  
Partner  
Title

\_\_\_\_\_  
March 11, 2009  
Date

The City of El Paso Financial Services Department/Purchasing Division is requesting information to update vendor records and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.

CITY OF EL PASO  
 FINANCIAL SERVICES DEPARTMENT / PURCHASING DIVISION  
 2 CIVIC CENTER PLAZA  
 EL PASO, TEXAS 79901-1196  
 Tel. No. (915) 541-4308 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME:  C&G Partners LLC ADDRESS:  116 East 16th St. CITY / STATE / ZIP CODE  New York, NY 10003 TELEPHONE:  212 532 4460 E-MAIL ADDRESS  alger@cgppartnersllc.com	BUSINESS BILLING ADDRESS FIRM NAME:  C&G Partners LLC ADDRESS:  116 East 16th St. CITY / STATE / ZIP CODE:  New York, NY 10003 FAX:  212 532 4465
EIN OR SSN: <u>60 085 3480</u> INCORPORATED IN STATE OF: <u>New York</u>  PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/>  OTHER: <u>Limited Liability Corporation</u>  1. I certify under penalty of perjury that the tax identification number is correct. 2. I certify under penalty of perjury that I am not subject to backup withholding.  AUTHORIZED SIGNATURE: <u></u> DATE _____  PRINT NAME & TITLE <u>Jonathan Alger, Partner</u>	

BIDDER'S [ COMPANY ] NAME \_\_\_\_\_

2009-104R LAS VILLITAS GALLERY DESIGN

**CERTIFICATION OF NON-COLLUSION**

SOLICITATION TITLE: NO: 2009-104R LAS VILLITAS GALLERY DESIGN  
MUSEUMS & CULTURAL AFFAIRS DEPARTMENT - MUSEUM OF HISTORY

The Bidder, being sworn, deposes and says, C&G Partners LLC, the Bidder, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

C&G Partners LLC

Company Name



Signature

Jonathan Alger

Printed Name

Partner

Title

March 11, 2009

Date

# FINANCIAL SERVICES PURCHASING DIVISION BUSINESS NAME AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Jonathan Alger, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jonathan Alger. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am an authorized representative of the following company or firm:

C&G Partners LLC

3. Listed below are all the names the company/firm uses and has used in the past and I attest that all such names describe the company currently submitting a response to Solicitation No. 2009-104R.

C&G Partners LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In addition to completing this Affidavit, I have included a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (Copy of DBA certificate if the bidder/proposer used a trade name in the Solicitation documents is other than the name under which company was organized).

5. Note: This bidder understands that by providing false information on this Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of El Paso.

JALGER

SIGNATURE

SUBSCRIBED AND SWORN to before me on this 13<sup>th</sup> day of March, 2009.

Angel O. Alcantara

NOTARY PUBLIC

ANGEL O. ALCANTARA

PRINT NAME

August 16, 2009

MY COMMISSION EXPIRES

ANGEL O. ALCANTARA  
Notary Public, State of New York  
No. 01AL6029359  
Qualified in New York County 09  
Commission Expires August 16, 20

BIDDER'S [ COMPANY ] NAME \_\_\_\_\_

2009-104R LAS VILLITAS GALLERY DESIGN

SECTION D, PAGE: 6

VCR-26

f 050314000 013

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
41 State Street  
Albany, NY 12231  
www.dos.state.ny.us

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION  
OF

C & G Partners, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

C & G Partners, LLC

SECOND: The county within this state in which the office of the limited liability company is to

be located is: New York County

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

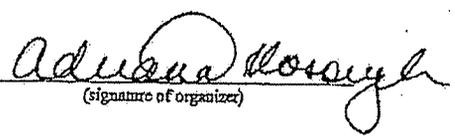
Steff Geissbuhler, C & G Partners, LLC

15 East 26th Street

New York

New York

10010

  
(signature of organizer)

Adriana Kosovych  
(print or type name of organizer)

050314000

013

1CR-76

ARTICLES OF ORGANIZATION  
OF

C & G Partners, LLC

*(Insert name of Limited Liability Company)*

Under Section 203 of the Limited Liability Company Law

FILED

2005 MAR 14 AM 10:05

Filed by: Ingram Yuzek Gainen Carroll & Bertolotti, LLP

*(Name)*

250 Park Avenue

*(Mailing address)*

New York NY 10177

*(City, State and ZIP code)*

STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED

SH

MAR 14 2005

TAX \$ \_\_\_\_\_

BY: [Signature]

NOTE: • This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

RECEIVED

2005 MAR 11 PM 4:01

DRAWDOWN

DOS-1336 (Rev. 3/03)

J

013



City Of El Paso  
Financial Services Department – Purchasing Division

**INDEBTEDNESS AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned authority, on this day personally appeared Jonathan Alger [FULL NAME] (hereafter “Affiant”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: C&G Partners LLC  
[Contracting Entity's Corporate or Legal Name] (hereafter, “Contracting Entity”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2009-104R LAS VILLITAS GALLERY DESIGN - MUSEUMS & CULTURAL AFFAIRS DEPARTMENT - MUSEUM OF HISTORY*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

**For Profit Entity (select below):**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):  
\_\_\_\_\_

**For Non-Profit Entity (select below):**

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

**Contracting Entity:**

Name	C&G Partners LLC
Business Address [No./Street]	116 E 16th St
City/State/Zip Code	New York, NY 10003
Telephone Number	212 532 4460
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	04 3808718
Texas Sales Tax Number	

**5% Owner(s) \*\* (If none, state "None"):**

Name	Steff Geissbuhler and Keith Helmetag
Business Address [No./Street]	same as above
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

\*\*Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the City.
7. Affiant understands that the term "Debt" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "Delinquent" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

\_\_\_\_\_

\_\_\_\_\_

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

\_\_\_\_\_

\_\_\_\_\_

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

*JAWOR*

SUBSCRIBED AND SWORN to before me on this

Signature \_\_\_\_\_  
 17<sup>th</sup> day of March, 2009  
 Notary Public \_\_\_\_\_  
 ANGELO O. ALCANTARA  
 Printed Name \_\_\_\_\_  
 August 16, 2009  
 Commission Expires \_\_\_\_\_

ANGEL O. ALCANTARA  
 Notary Public, State of New York  
 No. 01AL6029359  
 Qualified in New York County  
 Commission Expires August 16, 2009

**BIDDER'S [ COMPANY ] NAME** \_\_\_\_\_  
 2009-104R LAS VILLITAS GALLERY DESIGN

### SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION

The Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

Name, Address & Phone Number	Service / Supplies
n/a	

### RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

Complete the following form or, if submitting a separate document, restate each question and heading, as written, and provide response.

1. Name/Name of Agency/Company: C&G Partners LLC

2. Address: 116 E 16th St. NY, NY 10003

3. Telephone/FAX: 212 532 4460/ 212 532 4465 (fax)

4. E-Mail Address: alger@cgpartnersllc.com

5. Federal Identification No: 04 3808718

6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its contract?

Yes \_\_\_\_\_ No x

7. Is your Company authorized and/or licensed to do business in Texas?

Yes x No \_\_\_\_\_

8. Where is the Company's corporate headquarters located?

New York, NY

a. Does the Company have an office located in El Paso, Texas?

Yes \_\_\_\_\_ No x Address: \_\_\_\_\_

b. If the answer to the previous question is "yes", how long has the Company conducted business from its El Paso office?

\_\_\_\_\_ (years) \_\_\_\_\_ (months)

c. State the number of full-time employees at the El Paso office. \_\_\_\_\_

9. a. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_\_\_ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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b. Has your company ever been terminated from a contract? Yes \_\_\_\_\_ No X

If yes, please explain:

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c. Has your company ever been terminated for default? Yes \_\_\_\_\_ No X

If yes, please explain:

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