

RESOLUTION

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

1. That the City Manager be authorized to sign the Plaza Theatre Closeout Agreement, by and between the City of El Paso and the El Paso Community Foundation, evidencing the parties' acceptance of the final completion of the renovation work and continuing obligations regarding the Plaza Theatre Performing Arts Centre and other donations made in connection therewith; and
2. That the City Council approves the cumulative change orders for the Plaza Theatre project, as set forth in Attachment "A" of the Plaza Theatre Closeout Agreement.

ADOPTED this ____ day of _____, 2009.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

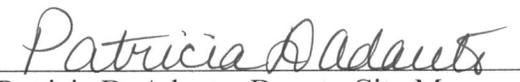
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City Manager
Development & Infrastructure

PLAZA THEATRE CLOSEOUT AGREEMENT

THIS PLAZA THEATRE CLOSEOUT AGREEMENT (the "Agreement") is made and entered into the _____ day of _____, 2009, by and between (i) **THE CITY OF EL PASO** (the "City") and (ii) **EL PASO COMMUNITY FOUNDATION, EL PASO THEATRE CORPORATION, and PT ANNEX, LLC** (collectively referred to as the "Donors").

WHEREAS, regarding the renovation of the historic El Paso Plaza Theatre and the Centre Annex to serve as a performing arts centre for the benefit of the citizens of El Paso and others, the City and the Donors entered into the following agreements (collectively, the "Base Agreement"): (i) an agreement dated effective upon or about July 30, 2002 (the "July 30, 2002 Agreement"); and (ii) a first amendment to the July 30, 2002 Agreement dated effective upon or about March 29, 2004 (the "March 29, 2004 Agreement"); and

WHEREAS, multiple other agreements were also executed and delivered by and between the parties memorializing commitments to the renovation project, financial contributions, project management responsibilities, approval processes and rights, and numerous terms and conditions regarding the renovation of the Plaza Theatre and the Centre Annex (collectively referred to herein as the "Plaza Theatre Performing Arts Centre", the "renovation project" or the "Project"); and

WHEREAS, by resolution dated January 31, 2006, the El Paso City Council authorized the City Manager to sign any and all change orders, contracts and amendments to contracts necessary and proper for the prompt completion of the Plaza Theatre Performing Arts Centre in an amount not to exceed the amounts budgeted by City Council and contributed by the Donors, provided that City Council give final approval of the cumulative change orders for the Project, which are set forth herein in **Attachment "A"**; and

WHEREAS, the construction, improvement, and renovation of the Plaza Theatre Performing Arts Centre has been completed and all the parties have satisfied their obligations in connection with the renovation work on the Project; and

WHEREAS, the parties desire to memorialize acceptance of the final completion of the renovation work and set forth continuing obligations regarding the Plaza Theatre Performing Arts Centre and other donations made in connection therewith.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, the City and the Donors agree as follows:

1. Financial Commitments by the Donors and the City.

a. At the onset of the renovation project, pursuant to the July 30, 2002 Agreement: (i) the total Project cost was capped at \$26.5 Million; (ii) the Donors

generously committed to provide the sum of \$12 Million; and (iii) the City Council limited the City's financial contribution to the renovation project to the sum of \$14.5 Million.

b. Pursuant to the March 29, 2004 Agreement: (i) total Project cost was increased and monetary contributions by both parties were increased; (ii) the Donors generously increased their anticipated contribution to a minimum of \$18,438,273; and (iii) the City's budgeted maximum contribution was increased to \$17,845,228.

c. As the Project progressed, the Donors agreed to provide and did contribute funds for further project enhancements, which are included within the cumulative change orders more specifically described in **Attachment "A"**, attached hereto and incorporated herein for all purposes, (collectively referred to as the "cumulative change orders").

d. The total Project cost for the renovation project was \$44,634,636.00 of which: (i) the Donors contributed \$23,875,586.00; (ii) the City contributed \$17,368,268.39; and (iii) the remaining \$3,124,050.00 was from grants or other contributors. The City Council has approved the cumulative change orders, the costs of which fell within the City's Project budget.

2. Continuing Financial Contributions from Donors with Respect to Future Operating Expenses. With the expectation that the City has and will, after completion of the renovation continue to operate the Plaza Theatre Performing Arts Centre at the City's cost and expense, Donors hereby reaffirm their commitment in the March 29, 2004 Agreement to pay the City FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) per year with respect to each of the first four (4) years after the Project has been completed and open to the public. The first such payment was due and payable not later than December 31 coincident with immediately succeeding completion of the first year that the Project was so completed and open to the public, and a like sum shall be due and payable one or before each of the next three succeeding December 31's that the Project shall remain open to the public. In no event shall the total commitment pursuant to this Section exceed TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$200,000.00) in the aggregate. The parties acknowledge and agree that: (i) the Project was at substantial completion and open to the public on March 17, 2006; (ii) thus far, the Donors have paid and the City has received \$100,000.00 with respect to the Donors continuing commitment; and (iii) as of the date of this Agreement, only the remaining aggregate amount of \$100,000.00 is payable (in the amounts and at the times indicated above) by the Donors to the City towards its future operating expenses of the Plaza Theatre Performing Arts Centre. All payments under this Section shall be directed to the City's facility operator at its principal business office, or at such other place as shall be designated by the City by advance notice.

3. Acknowledgements With Respect to Parties, Major Donors, and Supporters.

a. In accordance with Section 3.5 of the March 29, 2004 Agreement (the terms and provisions of which being incorporated herein for all purposes), certain signage, dedications, acknowledgements, and memorials with respect to specified donors and supporters of the Project have been agreed and put in place (including, by way of example and without limitation, certain designations of spaces within the Plaza Theatre Performing Arts Centre, certain art and portraits, and certain commemorative furniture and fixtures). Such signage, dedications, acknowledgements, memorials, dedications of spaces, art, portraits, and commemorative furniture, as located upon the date of this Agreement: (i) have been agreed, and are agreed, by the parties as within the intentment of Section 3.5 of the March 29, 2004 Agreement; and (ii) Section 3.5 of the March 29, 2004 Agreement shall survive this Agreement and continue to be binding upon, and inure to the benefit of, the parties hereto. Without limitation upon the foregoing and only to the extent permitted by law, by agreement of the parties hereto: [a] the name of the performing arts center shall be the "Plaza Theatre Performing Arts Centre"; [b] the name of the historic theater which is a part of the Plaza Theatre Performing Arts Centre shall be the "Plaza Theatre"; and [c] the name of the smaller theater venue located upon the second floor of the annex portion of the Plaza Theatre Performing Arts Centre shall be the "Philanthropy Theatre". Such names shall not be changed unless the above contractual assurances with respect to the continued use of such names in any way limits, directs, or otherwise controls the exercise of a legislative or governmental function.

b. With respect to the granite pavers currently outside the Plaza Theatre Performing Arts Centre, as they may be replaced or reinstalled in the future (the "Pavers"): (i) El Paso Community Foundation hereby reaffirms its commitment to solely bear the expense of replacing or reinstalling the Pavers and of maintaining the Pavers; and (ii) it is agreed that such replacement, reinstallation, and maintenance expense by El Paso Community Foundation with respect to the Pavers is in addition to, and expressly not a part of, the continuing financial contributions from Donors, as described in Section 2 of this Agreement. In furtherance of such commitment by the Donors and related objective, the City Manager is hereby authorized to grant to the El Paso Community Foundation upon request and from time to time and in the future, temporary rights-of-entry to reinstall or replace Pavers located on City property outside the Plaza Theatre Performing Arts Centre and in the non-public right-of-way. The purpose of the replacement, reinstallation, and maintenance of Pavers will be to recognize donors to the Project and to El Paso Community Foundation by having such donors' names and/or other commemorative information inscribed upon such Pavers, the costs of any such inscriptions, replacements, and/or reinstallations to be solely at the expense of the El Paso Community Foundation. The costs associated with the maintenance of the Pavers (the "Paver Maintenance Work"), shall be borne solely by the El Paso Community Foundation and the El Paso Community Foundation hereby agrees to pay for costs reasonably incurred by the City for the Paver Maintenance Work. The City through its authorized representative or facility operator will request advance payment or reimbursement for performance of said Paver Maintenance Work. All payments by El Paso Community Foundation pursuant to this Section shall be due and payable within thirty (30) days of

the written request and shall be directed to the City's facility operator at its principal business office, or at such other place as shall be designated by the City by advance written notice to El Paso Community Foundation. The commitments by El Paso Community Foundation and by the City shall extend until March 17, 2026, following which such contractual commitments shall expire.

4. **City's Best Good Faith Efforts as to Continuous Operations.** The City agrees, to the maximum extent permitted by applicable law, to use its best good faith efforts, within its annual budget, to provide that, for a period of not less than twenty (20) years from and after substantial completion of the renovation project:

a. The Theatre, the Roof-top Garden, and Philanthropy Theatre within the Plaza Theatre Performing Arts Centre shall be continuously operated (excepting only such periods during which any of them is closed for improvements, maintenance, or repairs) as a performing arts center open to the public; and

b. Save and except pursuant to exercise of any default remedy of any lender to the City which has a lien thereon, neither the Theatre nor the Centre Annex (as defined in the Base Agreement) shall be sold or assigned (other than any collateral assignment) or otherwise conveyed to any person or entity other than the City.

5. **Furniture, Fixtures, Equipment, Art, and Other Theatre Accessories.** The parties to this Agreement acknowledge and agree that: (i) the furniture, fixtures, equipment, art, and other accessories with respect to the Plaza Theatre Performing Arts Centre, which is specifically described in **Attachment "B"**, attached hereto and incorporated herein (collectively referred to as the "Donated Property") were effected pursuant to the significant cooperative effort (financial and otherwise) of the City and the Donors; (ii) such cooperative effort was with respect to the Plaza Theatre Performing Arts Centre and not with respect to any other properties or venues; and (iii) the cooperative effort and its purposes would be materially diminished and frustrated were the Donated Property intended with respect to the Plaza Theatre Performing Arts Centre permitted to be diverted or used with respect to any other properties or venues. Premises considered, it is hereby agreed that the City's acceptance of the Donated Property is subject to the following terms and conditions:

a. Except as otherwise herein provided, the furniture, fixtures, equipment, art, and other Plaza Theatre Performing Arts Centre accessories identified in **Exhibit E of Attachment "B"** may not be removed from the Plaza Theatre Performing Arts Centre and used (regardless of whether such use is permanent or temporary) in any other property or venue other than the Plaza Theatre Performing Arts Centre, without the prior written consent of the Donors or their authorized representative; and

b. In the event the City no longer desires to utilize the items identified in **Exhibit E of Attachment "B"** in the Plaza Theatre Performing Arts Centre and the City desires to dispose of such items to any third party (i.e., a party other than the City): (i) the item or items must be first offered in writing to the Donors for purchase or exchange

for other valuable consideration before the City may dispose of the item(s); and (ii) in the event the Donors fail to respond in writing within 30 days of receipt of the written offer, they will be deemed to have rejected the item or items and the City may proceed to dispose of such item or items to any third party in the normal manner the City deals with surplus property.

6. Operation of Plaza Theatre Performing Arts Centre and Access to Premises.

a. Notwithstanding the provisions of Section 6.b. of this Agreement: (i) the operation and control of the Plaza Theatre Performing Arts Centre shall be the sole responsibility of the City and all access and use of the facilities shall be coordinated through the City or its authorized agents; (ii) prior to the execution of this Agreement, the Donors has surrendered all keys or other access/entry instruments to the Plaza Theatre Performing Arts Centre, other than any necessary or appropriate with respect to the Gift Shop Lease hereinafter described; (iii) all tours and docent activities shall be coordinated through the facility operator engaged by the City to operate the facility; and (iv) excepting only such rights, privileges and obligations associated with the Donors' Gift Shop Lease hereinafter described, the Donors shall not be entitled to preferential treatment with regard to either use of the facilities or the rental or use fees required with respect to use of the Plaza Theatre Performing Arts Centre.

b. In recognition of the significant cooperative contributions and efforts by the City and the Donors with respect to the Plaza Theatre Performing Arts Centre, the City and the Donors hereby agree that the Donors may confer with, and make suggestions to, the City with respect to matters involving maintenance of the Plaza Theatre Performing Arts Centre and possible physical improvements with respect to the Plaza Theatre Performing Arts Centre with such communications to be directed to the attention of the City's facility operator. These agreements provided in this Section 6.b are with respect to collaboration and input only and do not confer upon the Donors any rights with respect to the matters described in this Section 6.b, it being understood and agreed that the right to control, make decisions, and operate the Plaza Theatre Performing Arts Centre shall be, and remain, solely with the City. These matters with respect to input are in recognition of the special interest and investment of the parties in this Project and of the proven working relationship between the parties which has resulted in this valuable Project's completion for the benefit of the City, the region, and the people.

7. Reporting Requirements. The Donors shall be entitled to receive any copies of the operational, revenue and expense reports regarding the Plaza Theatre Performing Arts Centre prepared by the City's facility operator of the Plaza Theatre Performing Arts Centre for twenty (20) years from the date of this Agreement or until the facilities are no longer operational, whichever occurs first.

8. Renovations Completed. By signing this Agreement, the parties acknowledge that the Renovations and Restorations have been completed in accordance with the prior agreements signed between the parties.

a. Without limitation upon the foregoing, as between the parties hereto, the parties hereby accept the Renovations as constructed, with any changes, modifications, or refinements (individually or in the aggregate) as constructed.

b. Other than the specific obligations set forth in this Agreement that will be performed in the future, the parties have fully performed and are relieved from further obligations with respect to the Base Agreement, save and except that certain Organ Lease, by and between the City and the El Paso Community Foundation, dated March 29, 2004. Except as hereinabove provided, this Agreement shall serve as a termination of all other agreements between the parties pertaining the renovation of the Project.

In the event the Donors desire to provide any further enhancements to the Plaza Theatre Performing Arts Centre or to make additional donations of furniture, art or other accessories, the matter must be presented to the City for consideration and approval and new agreements must be executed for those future donations, if any.

9. **Authorized Representative Upon Behalf of All Donors.** For all purposes with respect to the Project, the Base Agreement, or this Agreement: (i) El Paso Community Foundation is hereby irrevocably authorized by all Donors to act upon behalf of all Donors; (ii) neither the City nor any agent of the City need inquire into the authority of El Paso Community Foundation to act upon behalf of all Donors; and (iii) if there should, in the future, be the need for any amendment to this Agreement, any waiver of any right with respect to this Agreement, or any other agreement whereby any Donor would otherwise be required to be a signator or party, El Paso Community Foundation is hereby irrevocably authorized by all Donors to consent or agree upon behalf of any or all Donors, with no further authority with respect thereto being required.

10. **Notices.** All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the property party at the following addresses (or at such other address as shall be hereafter sent by future notice by a party to all other parties to this Agreement):

CITY: City of El Paso
Attn: City Manager
2 Civic Center Plaza, 10th Floor
El Paso, Texas 79901

copy to: City of El Paso
Attn: City Attorney
2 Civic Center Plaza, 9th Floor
El Paso, Texas 79901

DONORS: El Paso Community Foundation
El Paso Plaza Theatre Corporation
PT Annex, LLC
c/o El Paso Community Foundation

123 West Mills, Suite 520
El Paso, Texas 79901
Attn: President

copy to: Scott, Hulse, Marshall, Feuille, Finger & Thurmond, P.C.
Attn: G. Russell Hill
201 E. Main Drive, 11th Floor
El Paso, Texas 79901

11. Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto relating to the Agreement. There exists no other written or oral understandings, agreements, or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall be governed by the laws of the State of Texas along with any applicable provisions of federal law or the City Charter or any ordinance of the City of El Paso. Venue shall lie in El Paso, El Paso County, Texas.

12. Legal Construction. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and vice versa and the masculine gender shall include feminine.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto
Deputy City Manager
Development & Infrastructure Services

DONORS:

**EL PASO COMMUNITY
FOUNDATION**

By: _____
Printed Name: Virginia S. Martinez
Title: President

**EL PASO THEATRE
CORPORATION**

By: _____
Printed Name: Janice W. Windle
Title: President

PT ANNEX, LLC.

By: _____
Printed Name: Janice W. Windle
Title: President

ATTACHMENT "A"
Plaza Theatre Change Order Log

[ATTACHED]

PLAZA THEATRE CHANGE ORDER LOG

CO #	Description	City Portion	EPCF Portion	TOTAL
1	Revisions to allow use of EPECo owned driveway adjacent to the theatre	\$24,664.00	\$0.00	\$24,664.00
2	Drywall changes;change wall hung to floor mounted toilets;install piers; relocate door openings to match existing window locations and fill CMU voids	\$18,291.00	\$0.00	\$18,291.00
3	Move water cooler;install new structural I beam at Orchestra Pit; change hardware;lower floor elevation in Women's restroom; replace wood joists; place new structural concrete slab; revise duct design; delete new orgal chamber grilles due to THC review requirements	\$15,819.00	\$0.00	\$15,819.00
4	Remove wood decorative trim around door openings; remove masonry walas; posify orchestra pit; delete light fixtures; install larger exhaust fan;install generator; modify masonry wall in stage house;revise wheel chair lift; install automatic door opener; install new column; install air return grill	\$23,644.00	\$0.00	\$23,644.00
5	Modifications for the reintroduction of organ into the theatre	\$0.00	\$168,752.00	\$168,752.00
6	Demo west wall of annex and grout fill;add outside lights; provide electrical power to promenade historic water fountains	\$22,308.00	\$0.00	\$22,308.00
7	Revise doors to make aesthetically similar to original doors	\$24,092.00	\$0.00	\$24,092.00
8	Add sound mixing console; additional lighting in the Main Passage; add interior historical light fixtures; replace Annex joist members	\$15,603.00	\$0.00	\$15,603.00
9	General Upgrades to Theatre	\$0.00	\$400,000.00	\$400,000.00
10	Replace faux architectural features to hide air supply registers; electrical plugs in basement; modify structural support and handrail	\$20,654.00	\$0.00	\$20,654.00
11	Install wider beams	\$12,771.00	\$0.00	\$12,771.00
12	Install new concrete beam	\$20,370.00	\$0.00	\$20,370.00
13	Reconfigure restroom to accommodate steel column; install revised sewer line; accommodate HVAC ducts; install electrical connection in promenade for 2 new electrical water coolers	\$17,567.00	\$0.00	\$17,567.00
14	Replace emergency generator	\$21,383.00	\$0.00	\$21,383.00
15	Scaffolding required for an additional two weeks	\$21,728.00	\$0.00	\$21,728.00
16	Revise ceiling above balcony; add handicap ramp; rate fire wall at passage	\$24,999.00	\$0.00	\$24,999.00
17	Upgrades to the Philanthropy Theatre; donor plates for seating	\$0.00	\$946,922.00	\$946,922.00
18	Annex revision to catering kitchen	\$0.00	\$48,961.00	\$48,961.00
19	Revisions at concession areas; add canopy above exterior doors; added step down at catwalk; add electric water cooler in basement	\$24,063.00	\$0.00	\$24,063.00
20	Revisions to blade signs; added 2X4 ceiling and double stud wall;revisions to men's restroom;revise doors	\$12,546.00	\$7,766.00	\$20,312.00
21	Replicate doors for patio room entrance	\$0.00	\$0.00	\$0.00
22	Revisions to the Annex Roof	\$22,501.00	\$0.00	\$22,501.00
23	Revisions to air return ducts	\$49,018.00	\$0.00	\$49,018.00
24	Additional drawing sets; supplied by architect	\$0.00	\$0.00	\$0.00
25	Extend steel columns; revise support in electric vault; revisions in orchestra shell;revise annex terrace flooring;extend geight of annex walls; relocate domestic back water prevention valve;revise orchestra shell sotrage bumpers	\$23,387.00	\$0.00	\$23,387.00
26	Add communications outlets	\$30,592.00	\$0.00	\$30,592.00
27	Add drip pan and alarm in Blower Room	\$0.00	\$2,847.00	\$2,847.00
28	Review Plaza Theatre neon sign	\$12,216.00	\$0.00	\$12,216.00
29	Add view shield in auditorium light spot	\$18,625.00	\$0.00	\$18,625.00
30	Additional insulation at South Fly Tower; add temporary roof; add interior insulation on tower	\$132,264.00	\$0.00	\$132,264.00

PLAZA THEATRE CHANGE ORDER LOG

CO #	Description	City Portion	EPCF Portion	TOTAL
31	Electrical for blower room and organ revisions; ladder extension at electric vault; lighting for air tunnel under orchestra pit	\$2,684.00	\$15,980.00	\$18,664.00
32	Structural steel revisions	\$53,545.00	\$0.00	\$53,545.00
33	Add rear door to annex elevator at terrace level	\$15,468.00	\$0.00	\$15,468.00
34	Relocate pipes and ductwork for orchestra shell	\$20,239.00	\$0.00	\$20,239.00
35	Abated areas requiring skim coat and texture; add toilet at terrace level	\$20,347.00	\$0.00	\$20,347.00
36	Philanthropy Theatre entrance vestibule revisions; add fire damper	\$595.00	\$16,177.00	\$16,772.00
37	Add door to room SM 30; change extension on safety rail; add new steps in catwalk above ceiling in Plaza main house; revise equipment pit lift	\$15,924.00	\$0.00	\$15,924.00
38	New wrought iron grill at opening in front of elevator at Sky Garden	\$0.00	\$16,485.00	\$16,485.00
39	Raise light fixtures above floor at Sky Garden	\$0.00	\$2,546.00	\$2,546.00
40	Add tile @ concrete dance floor; marquee electrical revisions; additional doors at rooms 202, 203, 205, 206	\$41,295.00	\$7,334.00	\$48,629.00
41	Electrical revisions for blade and neon signs	\$4,508.00	\$13,353.00	\$17,861.00
42	Overtime for electrical work	\$32,837.00	\$0.00	\$32,837.00
43	Trades overtime	\$20,414.00	\$0.00	\$20,414.00
44	Telecommunications power outlets	\$80,264.00	\$0.00	\$80,264.00
45	Replace marble partitions in women's restroom; replace plumbing fixtures to match existing; add sound door to mechanical room	\$22,786.00	\$0.00	\$22,786.00
46	Add back value engineering for glazing in public areas; security upgrades at ticket booth windows; reinforce angles at old fly tower	\$43,659.00	\$0.00	\$43,659.00
47	Transport old fire curtain; paint floor in main auditorium; remove handicap ramp in front lobby; extend cords in pipe organ lofts; additional directional signs	\$34,881.00	\$1,536.00	\$36,417.00
48	Electrical outlets at Sky Garden; add drip pans under plumbing in orchestra shell space; add acoustical silencers at Philanthropy Theatre; add fire damper; repair annex electrical vault	\$22,848.00	\$16,643.00	\$39,491.00
49	Mezzanine restroom light fixture revisions; temporary toilet partitions; new fire curtain	\$34,095.00	\$0.00	\$34,095.00
50	Add chain hoist	\$51,941.00	\$0.00	\$51,941.00
51	Revisions to Arts Festival Plaza	\$154,998.00	\$0.00	\$154,998.00
52	Add the Annex Walkway	\$0.00	\$687,613.00	\$687,613.00
53	ADA lift and temporary ramp in Patio room	\$34,754.00	\$0.00	\$34,754.00
54	Replace and revise fire escape	\$93,694.00	\$0.00	\$93,694.00
55	Add maple stage floor finish; temporary pit filler; handicap ramp; decorative paint; add wall and door louvers	\$37,047.00	\$0.00	\$37,047.00
56	Revisions at concrete pavement	\$47,539.00	\$0.00	\$47,539.00
57	Change light fixture in Room 102; sidewalk elevator	\$78,127.00	\$1,209.00	\$79,336.00
58	Signage and way finding; donor signs	\$36,041.00	\$69,776.00	\$105,817.00
59	Rework finishes at Philanthropy Theatre	\$0.00	\$41,791.00	\$41,791.00
60	Storm sewer tie-in @ annex walkway; wainscot treatment in theatre lobby; cooling provisions for room 305; two hour rating for stage trap door	\$34,040.00	\$7,280.00	\$41,320.00
61	Duplex receptacles and plumbing in Patio room for bar	\$0.00	\$8,595.00	\$8,595.00
62	Electrical grounding for sound system; power door operators; sound booth revisions; rail at women's restrooms; additional lights in theatre lobby; platform for seating in balcony level	\$30,426.00	\$0.00	\$30,426.00

PLAZA THEATRE CHANGE ORDER LOG

CO #	Description	City Portion	EPCF Portion	TOTAL
63	Storm sewer replacement at Arts Festival Plaza	\$88,700.00	\$0.00	\$88,700.00
64	Roof extension @ annex walkway; walkways at rooftop chillers; fire route gate; change door opener type	\$32,170.00	\$1,236.00	\$33,406.00
65	New tile for Annex	\$38,393.00	\$0.00	\$38,393.00
66	Additional signage; lights in new walkway; gutter and roof drain relocation; back flow preventor and sump pit modifications	\$3,462.00	\$22,901.00	\$26,363.00
67	Delay due to easement requirements	\$55,576.00	\$0.00	\$55,576.00
68	Raise skirt on annex roof; replace door 101; new plaster over existing brick finish near west entrance	\$2,122.00	\$7,107.00	\$9,229.00
69	Relocate fire escape to accommodate new annex walkway	\$0.00	\$25,128.00	\$25,128.00
70	Install new elevator @ stage tower	\$116,000.00	\$313,435.00	\$429,435.00
71	Credit for electric bills from March to June, 2006	\$50,687.41	\$0.00	\$50,687.41
72	Relocate chase in annex; add overflow drain in patio room; add protection for parapet in annex walkway; relocate fire system announcers in Philanthropy Theatre	\$40,765.00	\$11,400.00	\$52,165.00
73	Repairs to outlets in walkway; disconnect switches at annex; revisions to Arts Festival Plaza; revisions to power for sidewalk elevator; add disconnect switches for wheelchair lifts and power outlets at annex; relocate electrical panel; supply electrical power to new fixed seating	\$15,337.00	\$7,242.00	\$22,579.00
74	Enlarge door at stage right for ADA; replace door handles to main entrance; replace contactor for lights in Arts Festival Plaza; install T-fixture in west exterior lobby area; install new ADA seating	\$21,376.00	\$0.00	\$21,376.00
75	Bring bigger drilling rig to penetrate rock layer; caulk joint between steel beam and balcony structure; replace wood ramps with concrete ramps; install new light fixtures at south fire escape	\$11,480.00	\$89,370.00	\$100,850.00
76	Adjust labor burden over time	\$132,521.00	\$0.00	\$132,521.00
	TOTAL ALL CHANGE ORDERS	\$2,282,690.41	\$2,959,385.00	\$5,242,075.41

ATTACHMENT "B"
Property Inventory
[ATTACHED]

ATTACHMENT "B"



ITEM	DESCRIPTION	QTY
Plaza Theatre El Paso, TX		
Exhibit A Motion Picture Film Projection System		7/24/2007
FILMSCREEN		
BL&S Custom	Flying Frame Projection Screen - Matte White, Perforated - 43'-6" x 20'-3" (Unmasked) Motorized Tork Winch Transport System for Screen with Rigging - 7 Line Set Manual Opaque Black Side Masking System - Integrated into Frame Custom Floor Anchoring System with fixed pitch	1
FILM PROJECTION SYSTEM		
Kinoton	FP 30 E with microprocessor controlled sprocket drive equipped with column with door for fixtures and 2 adjustable pedestals ± 10° colour: "dolomitgrau"/beige film run mechanism 35 mm compl. with curved film gate mechanical carriage for lens turret change-over control picture/sound electrical unit consisting of basic unit with master board microprocessor controlled drive system for - 2 fixed adjustable speeds max. 24/25 fps - synchronized high-speed shutter / electronic framing stabilized power supply with built-in film break sensor	2
Kinoton	Operating Panel FP 30 E for mounting on projector column colour: beige for standard functions: - projector start / stop - dowser open / closed - position (slow motion)	2
Kinoton	Electronic Frictions for constant film tension (only forward running) and spool shafts 2000 m, American standard ø 5/16"	2
Kinoton	Conversion kit "variable speed 10-30 fps (incl. installation in the factory)	2
Kinoton	Conversion kit "3-digit-display speed" with front panel FP 30/38 E and installation material (including installation in the factory)	2
Kinoton	Gate Modification for 35mm Silent Film	2
Kinoton	Film Gate Cooling Unit built-in (E Version)	2
Kinoton	Reverse-Scan Sound Device for Analog Sound and DOLBY digital	2
Kinoton	Lens Holder 101.6 mm ø with support and 1 set of aperture plates	2
Kinoton	Additional Lens Holder - 101.6mm	8
Kinoton	Heat filter 200x200 mm with holder built-in	2
Kinoton	Balzars Dichroic Mirror 340 mm 55/825	2
Kinoton	Manual Dowser assembly	2
Osram	Xenon Lamp XBO 4000 W/HS ofr, horiz.	2
IREM	IREM EX 170 electronic rectifier 3x 230 V / 50-60 Hz infinitely variable from 85-170 A	2
ThermoTek	HX50-4 Liquid Loop Heat Exchanger for water-cooled gate	2
FILM PROJECTION LENSES		
Schneider	Cinelux Ultra 1.33 (Silent) Prime Lens - 120mm (62.5mm barrel)	2
Kinoton	Intermediate Ring 70.6mm / 62.5mm ø eccentric	2
Schneider	Cinelux Ultra 1.37 Prime Lens - 110mm	2
Schneider	Super Cinelux 1.66 Prime Lens - 90mm	2
Schneider	Super Cinelux 1.85 Prime Lens - 82.5mm	2
Schneider	Cinelux Ultra 2.39 Prime Lens - 125mm	2
Schneider	Cinelux 2X WA Anamorphic Adapter	2
Schneider	Cinelux PC Corrector (Century Optics)	10
AUDIO A-CHAIN COMPONENTS		
Dolby	Dolby CP-650 Cinema Audio Processor - (Analog / Dolby Digital / AES-EBU)	1
UltraStereo	CM-8B Cinema Audio Booth Monitor	1



Plaza Theatre El Paso, TX

Exhibit A Film Projection System

page 2

ITEM	DESCRIPTION	QTY
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AUDIO B-CHAIN COMPONENTS

EXISTING Client-owned Front of House PA System - (Left / Center / Right / Sub Channels)
Existing Balanced Audio Tie Lines to be used for Left / Center / Right / Sub Channels

EQUIPMENT RACKS

Middle Atlantic	WRK-40SA-27 Gangable Equipment Rack / 40RU	1
Middle Atlantic	MW-VT Vent Panel for WRK Series	1
Middle Atlantic	Misc. Rack Hardware / Power Management / Interconnects	1

FILM BOOTH EQUIPMENT

Kelmar	RTV-8900A Rewind Table - 5/16" Shafts	1
Goldberg	15" Aluminum Split Reel for 35mm film with 5/16" Shaft (2000 ft.)	1
Goldberg	15" Sheet Aluminum Reel for 35mm film with 5" Floating Hub & 5/16" Shaft (2000 ft.)	8
Neumade	35-SS 35mm Film Splicer	1
Neumade	12-RNT 35mm Film Reel Cabinet (Holds 12 - 2000 ft Reels)	1
Neumade	LC-2 Lens Cabinet	2
Osram	Xenon Lamp XBO 4000 W/HS ofr, horiz. (spare)	1
BL&S	Misc. Film Handling / Booth Consumables - 1 Yr. Supply	

PLANNING & IMPLEMENTATION

BL&S	Misc. Installation Hardware / Cabling / Rigging	
BL&S	Engineering / Documentation / Project Management	
BL&S	Installation / Programming	



Plaza Theatre El Paso, TX
 Exhibit B Digital Cinema / High Definition Video Projection System 7/24/2007

ITEM	DESCRIPTION	QTY
<u>VIDEO PROJECTION SYSTEM</u>		
Kinoton	DCP-30L 3-Chip DLP Projector / 2048 x 1080 DCI Compliant / 4kW Lamphouse	1
Kinoton	D-Cine Premier 1.25 - 1.45:1 Prime Lens	1
Isco	Anamorphic Attachment 1.25x	1
Osram	Xenon Lamp XBO 4000 W/HS ofr, horiz. (spare)	1
BL&S Custom	Misc. Rigging Hardware / Fabrication	
<u>D-CINEMA CONTENT COMPONENTS</u>		
Dolby	DSS / DSP-100 Digital Cinema Server / Player	1
<u>SOURCES</u>		
LG Electronics	BH-100 Blu-Ray / HD-DVD Deck	1
Middle Atlantic	RSH-4AC Custom Rack Shelf - LG BH-100	1
Extron	60-379-12 Rack-mounted VGA Interface w/AAP Cut-outs (Black)	1
BL&S Custom	Guest Source I/O Panel - RGBHV / Composite / Stereo Audio / 5.1 Audio	1
<u>VIDEO PROCESSING</u>		
Analog Way	DVX-8022 Seamless Switcher / Scaler with HD-SDI	1
Marshall	V-R1042DP-AFHD Dual 10.4" LCD Rack Monitors / SD-HD	1
<u>AUDIO COMPONENTS</u>		
Dolby	DMA-8+ Digital Audio Decoder	1
Z-Systems	z.16.16 Digital Audio Format Converter	1
QSC Audio	Basis 9141z DSP Processor	1
<u>CONTROL SYSTEM</u>		
AMX	NXD-CV10 10" Modero Color Touchpanel	1
AMX	NXA-RK10 Rack Kit for above	1
AMX	NI-3100 NetLinX Controller - Ports: 8/8/8/7	1
AMX	PSN6.5 Power Supply	1
AMX	AC-RK Rack Kit	1
NetGear	FS105NA 5-Port Ethernet Switch	1
BL&S Custom	Control System Programming	



Plaza Theatre El Paso, TX
Exhibit B High Definition Video Projection System

page 2

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>
<u>EQUIPMENT RACKS</u>		
Middle Atlantic	WRK-44SA-27 44-Space Rack BLACK	1
Middle Atlantic	MW-4QFT-FC Integrated Fan Top	1
Middle Atlantic	CBS-WRK-27 Skirted Wheelbase	1
BL&S Custom	Misc. Rack Hardware / Cable / Power Management	
<u>PLANNING & IMPLEMENTATION</u>		
BL&S	Misc. Installation Hardware / Cable / Adapters / Interconnects	



Plaza Theatre **El Paso, TX**
Exhibit C **Video Projection System - Philanthropy Theatre**

ITEM	DESCRIPTION	QTY
<u>PROJECTION SCREEN / MASKING SYSTEM</u>		
Stewart Filmscreen	Custom Model AB ElectriScreen - 16 ft. W x 9' ft. H (1.78) CinePerf / Tensioned / Matte	1
BL&S Custom	Motorized Side Masking Curtains with stops for 1.78 & 1.33 Video Formats	1
BL&S Custom	Motorized Top Masking Border with stops for 1.85 & 2.39 Video Formats	1
BL&S Custom	Manual Black Velour Curtain behind screen	1
<u>VIDEO PROJECTION SYSTEM</u>		
Panasonic	PT-DW7000U 3-Chip DLP Projector / 1360 x 768 Native / 6000 ANSI Lumens	1
Panasonic	ET-D75LE2 Zoom Lens @ 2.0 - 3.0:1	1
Panasonic	ET-LAD7500 Spare Lamp / Housing for above	1
SVS	Series 7-11 Motorized Projector Lift	1
Chief	RPA-075 Inverted Ceiling Mount Bracket for Panasonic Projector	1
BL&S Custom	Misc. Rigging Hardware / Fabrication	
<u>SOURCES</u>		
Sony	BDP-S1 Blu-Ray High-Def / SD - DVD Deck	1
Middle Atlantic	RSH-4AC Custom Rack Shelf - Pioneer BDP-HD1	1
Samsung	SV-5000W VCR (NTSC/PAL)	1
Middle Atlantic	RSH-4AC Custom Rack Shelf - JVC HR-DVS-3U	1
Owner-Furnished	DirecTV H20 HD Satellite TV Receiver or CATV HD Box (furnished & installed by others)	1
Middle Atlantic	RSH-4AC Custom Rack Shelf - DirecTV H20	1
Extron	60-433-03 Plate-mounted VGA Interface w/UTP Transmitter (White)	2
Extron	60-351-02 UTP Receiver for above	2
Extron	70-361-03 Plate-mounted Composite/Stereo Audio Interface w/UTP Transmitter (White)	1
Extron	60-541-21 UTP Receiver for above	1
Extron	60-190-01 Rack Mount for UTP Receiver	3
Extron	60-379-12 Rack-mounted VGA Interface w/AAP Cut-outs (Black)	1
BL&S Custom	Guest Source I/O Panel - RGBHV / Composite / Stereo Audio / 5.1 Audio	1
<u>VIDEO PROCESSING</u>		
Analog Way	DVX-8022 Seamless Switcher / Scaler with HD-SDI	1
Panasonic	BT-LH1700W WXGA LCD Production Monitor w/HD-SDI-I/O (Mixing Desk Location)	1
Panasonic	BT-STAND Adjustable Desk Stand for above	1
Panasonic	BT-LH1700W WXGA LCD Production Monitor w/HD-SDI-I/O (Rack Location)	1
Panasonic	BT-MA1710G Rack Mount for above	1
<u>AUDIO COMPONENTS</u>		
Lexicon	MC-12HD BAL Digital Audio Decoder	1
Z-Systems	z.16.16 Digital Audio Format Converter	1
Klark-Teknik	DN9848 DSP Processing Matrix	1
QSC Audio	HPR-152F Active 2-Way Screen Channel Loudspeaker	3
QSC Audio	HPR-151W Active Low Frequency Screen Channel Loudspeaker	3



Plaza Theatre El Paso, TX
Exhibit C Video Projection System - Philanthropy Theatre

page 2

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>
<u>CONTROL SYSTEM</u>		
AMX	NXD-CV10 10" Modero Color Touchpanel	1
AMX	NXA-RK10 Rack Kit for above	1
AMX	NI-3100 NetLinx Controller - Ports: 8/8/8/7	1
AMX	MVP-8400 Wireless Color Touchpanel	1
AMX	MVP-WDS Wall-Mount Docking Station for above	1
AMX	NXA-WAP200G 80211 Wireless Access Point	1
AMX	PSN6.5 Power Supply	1
AMX	AC-RK Rack Kit	1
NetGear	FS105NA 5-Port Ethernet Switch	1
<u>EQUIPMENT RACKS</u>		
Middle Atlantic	WRK-44SA-27 44-Space Rack BLACK	1
Middle Atlantic	MW-4QFT-FC Integrated Fan Top	1
Middle Atlantic	CBS-WRK-27 Skirted Wheelbase	1
BL&S Custom	Misc. Rack Hardware / Cable / Power Management	



Plaza Theatre El Paso, TX
 Exhibit D Western Skies Pre-Show - Kendle Kidd Performance Hall

ITEM	DESCRIPTION	QTY
Vari*Lite	VL*3000 Spot	7
	Quick Trigger Slimline Clamp Basic (Black)	14
	Bolts	14
	Washers	14
	Nuts	14
	Safety	7
	Plug	7
ETC	Leko ETC 26° - 36°- 50° TBC	20
	Quick Trigger Slimline Clamp Basic (Black)	20
	Bolts	20
	Washers	4
	Nuts	20
	Safety	20
	Plug	20
ETC	Par ETC MFL - NSP - TBC	20
	Quick Trigger Slimline Clamp Basic (Black)	20
	Bolts	20
	Washers	40
	Nuts	20
	Safety	20
	Plug	20
Chroma Q	Scroller 1k Chroma Q	24
	Braquettes 10"	24
	Braquettes 7.5"	24
Chroma Q	P.S.U. 1 x Scroller 1K	4
Chroma Q	P.S.U. 8 x Scroller 1K	4
	Line-up Scrollers	24
Color Kinetics	i Color Cove MX Powercore	131
	Data Enabler	5
	Zappie	1
	Jumper 2'	125
	Mounting Track	125
	Structure Standard LX	36
ETC	Dimmer ETC-48 Touring	1
M/A Lighting	GRAND M/A Light	1
High End Systems	DL.3 Projector w/ custom mounting	3

Plaza Theatre El Paso, TX

Exhibit E Furniture / Art / Misc. Equipment - Front of house public areas and offices

ITEM	QTY.
<u>Betty Moor MacGuire Hall</u>	
Portrait of Betty Moor MacGuire	1
LED Portrait light	1
Juniper / cypress / various deciduous potted plants	28
Square cast aluminum tables, gold / bronze finish	25
Cast aluminum chairs, gold / bronze finish, cushions	100
Torchiere end lamps on bar	2
Long wood permanent bar with black marble inlay	1
Framed painting of Matador -Unsigned by Manuel Acosta (on loan)	1
<u>Wyler Foyer</u>	
Linen-backed portrait photo of Karl O. Wyler	1
Linen-backed portrait photo of Glynn Wyler	1
LED portrait lights	2
<u>Axelson Grand Lobby</u>	
Framed portrait photo of Frances and Robert Axelson (together)	1
Framed portrait photo of Frances Roderick (Sun Queen)	1
Framed portrait photo of Robert Axelson (Military attire)	1
LED portrait lights	4
Tele-check machine - brass on marble pedestal	1
Full length painted portrait of Kendle Kidd (located on landing)	1
LED portrait light	1
<u>Dittmer Donor Salon</u>	
Portraits (photo and painted) of Bernice Dittmer and Plaza Steering Committee	12
Portraits (photo and painted) of Mayors Caballero, Wardy and Cook	3
LED portrait lights	15
Plaza Theatre seats	1 pair
<u>Ladies Lounge</u>	
Original blue velvet round shaped antique arm chairs	2
Original cast nickel antique mirrors with lights	8
Original cast nickel "powder room" shelves	8
Original cast red velvet benches	5
Potted bushes	2
<u>Musician's Landing</u>	
Potted deciduous trees	2
<u>Balcony Landing</u>	
Blue geometric pattern carved frame antique sofa	1
<u>Basement/Bathrooms</u>	
Potted shrubs	2
Antique dark pressed leather / wood frame armchairs	2
Dark leather sofa	1

Plaza Theatre El Paso, TX

Exhibit E Furniture / Art / Misc. Equipment - Front of house public areas and offices

<u>ITEM</u>	<u>QTY.</u>
<u>Ladies' Room</u>	
Green pattern sofa	1
Green pattern arm chairs (matching sofa)	2
Gold leaf frame large full-length mirror	1
Gold leaf baroque side tables (12" d x 30"w)	2
Potted trees	2
<u>Valencia Gallery</u>	
"El Paso Stampede" poster cards (8" x 12"), linen-backed and framed with UV glass (loan- C. Haines)	5
"El Paso Stampede" various sized posters, linen-backed and framed with UV glass (loan -C. Haines)	3
Large "El Paso" movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
"El Paso" poster cards (8" x 12"), linen-backed and framed with UV glass (loan-C. Haines)	5
Large "The El Paso Kid" movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
"The El Paso Kid" poster card (8" x 12"), linen-backed and framed with UV glass (loan- C. Haines)	1
Very large "The Wonderful Country movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
"The Wonderful Country" poster cards (8" x 12"), linen-backed and framed with UV glass (loan- C. Haines)	6
Medium size "The Wonderful Country" movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
Very large "The Brave Bulls" movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
Large "The Brave Bulls" poster, linen-backed and framed with UV glass (loan- C. Haines)	1
"The Brave Bulls" poster cards (8" x 12"), linen-backed and framed with UV glass (loan- C. Haines)	8
Small "Follow Thru" movie poster, linen-backed and framed with UV glass (loan- C. Haines)	1
"Follow Thru" poster card (8" x 12"), linen-backed and framed with UV glass (loan- C. Haines)	1
Promotional photos for "Follow Thru", linen-backed and framed with UV glass (loan- C. Haines)	3
Small "Diary of a Chambermaid" movie poster, linen-backed and framed with UV glass	1
<u>Plaza Gift Shop</u>	
58" LCD HDTV	1
Grid lights with 4 barn doors	8
<u>ANNEX</u>	
<u>Oasis</u>	
Gold velvet divans with end tables	5
Chartreuse velvet poof stools	12
Round sofa settees, green / Chartreuse	2
<u>Philanthropy Theatre</u>	
Lighted vanity, carved wood with stone counter	1
Yamaha cabinet digital piano (spinet)	1
Framed art- Kennedy quote	1
Multi-colored crystal chandelier	1

Plaza Theatre El Paso, TX

Exhibit E Furniture / Art / Misc. Equipment - Front of house public areas and offices

ITEM **QTY.**

Alcantar Sky Garden

Cast aluminum round patio tables, gold /bronze finish	22
Cast aluminum arm chairs, gold /bronze finish	132
Outdoor umbrellas with cast aluminum stands, cast tops for tables	22
Iron chandeliers	5
Fountains	2

Plaza Theatre El Paso, TX

Exhibit F Furniture / Art / Misc. Equipment - Front of house public areas and offices

ITEM	QTY.
<u>Betty Moor MacGuire Hall</u>	
Black top round cocktail tables	3
Rose marble top side table	1
Black top square metal table	1
<u>Wyler Foyer</u>	
Wood table (antique) with diamond pattern wood grain	1
Portable carved wood bar with overhead for stemware	1
<u>Axelson Grand Lobby</u>	
Red velvet wooden antique side chairs	29
Red velvet wooden antique arm chairs (one high back, one short back)	2
Green velvet wooden three seat divan	1
Portable bar with black stone top	1
Credenza-wood with leather trim (located on landing)	1
<u>Dittmer Donor Salon</u>	
Antique convertible desk/credenza with painted carved inlay	1
Diamond pattern burgundy velvet antique carved wood sofas	2
Burgundy velvet antique carved wood armchairs	4
Portable black stone top bars	2
Gold velour antique sofa	1
Gold velour antique arm chairs	2
Green velvet with rope piping antique carved frame chairs	2
Carved end table (40 x 27)	1 pair
<u>Ladies Lounge</u>	
Light blue velvet carved wood antique side chairs	2
Light blue velvet carved frame antique sofa	1
Round carved end tables with variegated stone top	2
<u>Musician's Landing</u>	
Antique wood wall mirror with velvet print inset and hand rails	1
<u>Administrative Offices</u>	
Desk with credenza / shelf/ file cabinet	4 (2 in box office)
Tall book shelves	3 (1 in box office)
Computer cabinet	1
Round conference table	1
Leather office chairs (3 with rollers)	5
Corner shelf	1
<u>Ladies' Room</u>	
Dark wood frame portrait mirrors	2
Gold frame portrait mirror	1

Plaza Theatre El Paso, TX

Exhibit F Furniture / Art / Misc. Equipment - Front of house public areas and offices

<u>ITEM</u>	<u>QTY.</u>
<u>Men's Room</u>	
Dark marble-top buffet	1
Tan leather club armchairs with black piping	2
<u>Basement Storage</u>	
Purple velvet carved antique arm chair (broken legs)	1
<u>Valencia Gallery</u>	
Speaker system, CD Rack, Public Address System for Valencia Gallery/ Oasis	1
<u>Alcantar Sky Garden</u>	
Ice machine/sink	1

EXHIBIT G



1	1-324016-000	Lock, pivot latch
1	62108	Eight Pushbutton Station- 1 Gang

Entry Station- Type "ES-1, ES-2"

Qty	Model #	Description
2	62108	Eight Pushbutton Station- 1 Gang

Premiere Portable Control Station- Type "HLP-1"

Qty	Model #	Description
1	62809P	9 Channels w/ 8 Preset in Portable Enclosure

Fixtures and Accessories

Qty	Model #	Description
16		36 Degree Ellipsoidal with C-Clamp, Stage Pin connector and Safety.
24		26 Degree Ellipsoidal with C-Clamp, Stage Pin connector and Safety.
60		19 Degree Ellipsoidal with C-Clamp, Stage Pin connector and Safety.
20		10 Degree Ellipsoidal with C-Clamp, Stage Pin connector and Safety.
48		15-30 Degree Zoom Ellipsoidal C-Clamp, with Stage Pin connector and Safety.
60		PAR with Stage Pin connector and Safety.
30		Panel with Stage Pin connector and Safety.
12		Triple Cyc Lights with Stage Pin connector and Safety.
8	Qlite	Single Flood Light
4	Super Troupers	Followspots
5	LTEX2000-II	Follow spot lamps.
270		HPL/115 Lamps
50		FCM Lamps
40		5'-0" Extension cables with 2P+G connectors
40		10'-0" Extension cables with 2P+G connectors
20		25'-0" Extension cables with 2P+G connectors
20		50'-0" Extension cables with 2P+G connectors
10		100'-0" Extension cables with 2P+G connectors
40		Two-Fers, 36" long
2	12/3 SO Adapters 12" long	20-Amp 2P+GR to NEMA 5-15P

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a professional performance.*

2	12/3 SO Adapters 12" long	NEMA 5-15R to 20-Amp 2P+GM
4		50'-0" Multi-Conductor
8		75'-0" Multi-Conductor
12		120'-0" Multi-Conductor
4		6'-0" Male Breakouts
28		Female Breakouts (Fan Break outs: (2)3',(2)6',(2)9'
40		Template Holders for Ellipsoidals
10		Donuts for Ellipsoidals
40		Top Hats for Ellipsoidals
2		Drop in Iris for Ellipsoidals
10		McMaster-Carr #1627K44 with 40w Blue A Lamps
40		Altman #509 Single-Tee Sidearm
8		50 Pound Boom Base Threaded for 1-1/2" LD. Pipe
6		16' long 1-1/2" LD. Schedule 40 steel boom pipe, threaded on both ends
6		City Theatrical #1310 Boom Tie Off installed on ends of boom pipe
2		ETC 300CK Canopy Kit
6		City Theatrical "EFX Plus 2" #5200 with EFX Effect Disk #5219 and EFX Art Glass #5260
12		NEMA L5-20P connectors
4		20-AMP 2P+GM spare connectors
4		20-AMP 2P_GF Spare connectors
2		50'-0" TMB Pro-Cable DMX extension cable
40		Sheets Rosco Color Media
600'		Black Cotton Tie Line

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**Bill of Materials
For
The Plaza Theatre
El Paso, TX**

Main Theatrical Dimming System

CD80SV Dimmer Bank

Qty	Model #	Description
3	74311	Dimmer Bay for 48 Modules
2	74312	Dimmer Bay for 48 Modules
2	74313-PL	Dimmer Bay for 24 Modules
1	74384	CD80SV 96 Dimmer Processor w/ Single Electronics
2	74384-Node	CD80SV 96 Dimmer Processor w/ Single Electronics
2	95123	CD80SV Bussing Kit
7	1-259-0009	Vibration Pad-Mason NDC-Red (4 req'd per rack)
1	2-325355-010	Set of Numbering Strips CD80SV Rack #1 thru #96
1	2-325355-020	Set of Numbering Strips CD80SV Rack #97 thru #192
1	2-325355-030	Set of Numbering Strips CD80SV Rack #193 thru #288
1	2-325355-040	Set of Numbering Strips CD80SV Rack #289 thru #384
1		Set of Numbering Strips CD80SV Rack #385 thru Custom
241	72315	2.4KW dual CD80SV standard FF dimmer module
6	72325	6.0kW CD80SV standard FF dimmer module
41	72301	CD80SV Single Filler Module

Panic Interface

Qty	Model #	Description
1	95252	Phase Loss/ Panic Assembly in Enclosure

Spare Parts & Components

Qty	Model #	Description
3	72315	2.4kW dual CD80SV standard FF dimmer module
6	72325	6.0kW CD80SV standard FF dimmer module
2	72301	CD80SV Single Filler Module
1	3-199503-010	Spare Hardware Kit-CD80SV Dimmer Rack

Control Interface Rack

Qty	Model #	Description
2		Custom Control Enclosure Assembly
1	1-191-0245	Enclosure, MidAtlantic ERK-4425

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2	1-229-0543	Plugmold, internal- 6' length w/ 6receptacles
1	1-150-0095	Door, Front
1	62220	Premiere Architectural Processor- Rack Mount
3	1-389506-000	Diskette, DS High Density
1	1-723-0015	Single-Point Fiber/ Ethernet Media Converter w/ power supply
1	T/3C16471	Switch, Baseline 10/100 Switch 24-port
1	95208	16 Port Power-over-Ethernet Mid-Span Injector
1	1-258022-000	Cat 5 Ethernet Patch Panel, 24 port
1		"Write-On" Identification Strip- Per Panel
1	NPN	Cable Management Panel- 2U (JPM141A)
1	2-283695-010	Blank Panel EIA 3 1/2" (2U)
1	G/8867	DMXRepeater: 1-In, 6-Out (terminals) Bi-directional
1	95231	Minuteman 1500VA (900 Watt) Rack Mount (2U) 15" deep

Stage Manager's Rack

Qty	Model #	Description
2		Custom Control Enclosure Assembly
1	1-191-0245	Enclosure, MidAtlantic ERK-4425
2	1-229-0543	Plugmold, internal- 6' length w/ 6 receptacles
1	1-150-0095	Door, Front
1	1-327-0006	Power Conditioner and Reacklight Unit
1		Analog Clock Panel
1	1-334-0010	Clock Electric- Analogue 6" diameter
1		Worklight Panel
1	1-401431-000	Momentary Pushbutton- No LED
1	1-401443-000	Momentary Pushbutton- Self Illuminating, Red
2	62610	Remote Device Input/Output
1		Houselight Control Panel
1	62200	Display Statoin- 4 gang
1	95713	301 Back up Control Console
1		Control Receptacle Panel
1	65102	SN102 ShowNet Lighting Node
1	1-229064-00	Premiere Portable Control
1	1-723-0015	Single-Point Fiber/Ethernet Media Converter w/ power supply
1	T/3C16471	Switch, Baseline 10/100 Switch 24-port
1	95208	16 Port Power-over Ethernet Mid-Span Injector

Texas Scenic Co.

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that stands behind
a professional performance.*

1	1-258022-000	Cat 5 Ethernet Patch Panel, 24 Port
1		"Write-On" Identification Strip- Per panel
1	NPN	Cable Management Panel- 2U (JPM141A)
1	2-283626-010	Panel EIA 5 1/4" (3U)
1		Desk Module 3 1/2" (2U)
1		Drawer w/ lock 8-3/4" (5U)
1		Panel EIA 12-1/4" (7U)
1	95232	Minuteman 2300VA (1300 watt) Rack Mount (3U) 15" deep

miniLightPalette Control Console Package

Qty	Model #	Description
1	95982	miniLightPalette 520i Console Package- 1000/ 500 w/ cover and 25' DMX cable

Wireless Handheld Kit

Qty	Model #	Description
1	66130	Wireless Handheld Remote Kit
1	66131	Wireless Base Station
1	2-109678-010	Wireless Base Station Mounting Bracket

Premire Control Station (Type "ES-1")

Qty	Model #	Description
1	62108	Eight Pushbutton Station- 1 gang

Premire Control Station (Type "ES-2, ES-4")

Qty	Model #	Description
2	62108	Eight Pushbutton Station- 1 gang
2	2-069024-010	Surface Mount Box, 1-Gang

Premire Control Station (Type "ES-3")

Qty	Model #	Description
1	62108	Eight Pushbutton Station- 1-Gang
1	66701	Locking Cover for 1-Gang device

Premire Control Station (Type "ES-5, ES-12, ES-13, ES-16, ES-17")

Qty	Model #	Description
5	62104	Four Pushbutton Station- 1-Gang

210-684-0091 • 800-292-7490 • Fax 210-684-4559 • www.texasscenic.com

Ship: 5423 Jackwood Dr., San Antonio, TX 78238-1833 • Mail: P.O. Box 680008, San Antonio, TX 78268-0008



Qty	Manufacturer	Model	Description
Main Reinforcement System			
7	EAW	KF650z (997195)	Speaker - Main (black)
2	EAW	KF695z (997211)	Speaker - Main (black)
2	EAW	KF300z (0001325)	Speaker - Main (black)
1	EAW	SB330zF (0009000)	Subwoofer - Main (black)
4	EAW	SB1000zR (997134)	Subwoofer - Main (black)
6	EAW	JF80z (0012619)	Speaker - Under Balcony ('UB-1 thru 'UB-6') (black)
6	EAW	JF80z U-Bracket (0012345)	U-Bracket for JF80z (black)
6	EAW	JF80z-16 (0014045)	Speaker - Stage Lip ('SL-1' thru 'SL-6') (black)
6	EAW	JF80z U-Bracket (0012345)	U-Bracket for JF80z-16 (black)
4	EAW	JFX88 (0001753)	Speaker - Portable (black)
4	EAW	JFX200i (0013462)	Speaker - Portable (black)
1	ATM	Custom per ATM quote '0023321'	Speaker Hanging Hardware for Left, Ctr, Right Clusters
2	Anchor	AN1000X	Powered Speaker
4	XTA	DP226	Processor
2	XTA	DP224	Processor
3	Crown	CTs600	Power Amplifier
10	Crown	CTs600	Power Amplifier
5	Crown	CTs1200	Power Amplifier
5	Crown	CTs2000	Power Amplifier
2	Crown	CTs2000	Power Amplifier
1	Crown	CTs1200	Power Amplifier 70V
1	Aphex	9000R	Card Frame ('LIM-1')
1	Aphex	9005PS	Power Supply for Above
6	Aphex	9721	Dominator Module for Above
5	Aphex	9000BP	Blank Panel for Above
1	Oxmoor	MDA26	Distribution Amplifier
3	Audio Accessories	WQP-01-E-C-24-N-2	Patchbay
20	Audio Accessories	621A	1' Patch Cable (Red)
12	Audio Accessories	622B	2' Patch Cable (Black)
6	Audio Accessories	623C	3' Patch Cable (Grey)
2	Audio Accessories	PCH-X	Patch Cable Holder
2	Audio Accessories	BNC-24	Video Patch Panels
2	Furman	M-8	Rack Mount Power Distro.
3	Middle Atlantic	WRK-44-32	Equipment Rack
1	Middle Atlantic	SPN-44-312	Set of Side Panels
3	Middle Atlantic	MW-10FT	Fan Top Panel
3	Middle Atlantic	FAN-10	10" Fan
1	Middle Atlantic	SSL	Sliding Shelf (1RU)
5	Middle Atlantic	EB-1	1RU Blank Panel w/ Flange/Powder Coat
7	Middle Atlantic	S1	1RU Security Cover
1	Middle Atlantic	S3	3RU Security Cover
8	LD Systems	LD Header Panel	1RU Header Panel
2	Hafer Case	ATA-HAF-1820 w/ removable casters (black)	Portable 18RU Equipment Racks per quote 100605A revised
1	Hafer Case	ATA-HAF-818 w/ removable casters (black)	Portable 8RU Equipment Racks per quote 100605A revised

2	Klark Teknik	DN360B	Graphic Equalizer - transformer balanced
2	Klark Teknik	DN504plus	4-Channel Limiter
2	Klark Teknik	DN514plus	4-Channel Gate
1	Lexicon	PCM-81	Digital Effects Unit
1	Yamaha	SPX2000	Digital Reverb
1	Tascam	CD-01U Pro	CD Player
1	Tascam	112MKII	Cassette Deck
1	Tascam	LA-112	Balancing Kit
2	Middle Atlantic	D4LK	4U Locking Drawer
2	Littlite	RL-10-S	Rack Lamp
82	Atlas	SD72W	Speaker with Transformer and Baffle (F1-1/G1)
93	Atlas	95-8	Flush-Mount Speaker Enclosure (F1-1)
35	Atlas	81-8R	Tilebridges (F1-1)
14	Atlas	D161-8	Speaker with Transformer and Baffle (F1-2)
30	Atlas	SE175-4	Surface-Mount Speaker Enclosure (F1-2)
16	Atlas	AT-10PA	Priority Volume Control (F4-X)
8	Atlas	AT-35PA	Priority Volume Control (F4-X)
4	Atlas	AT-35	Volume Control (F3)
4	OWI	701 (White)	Speaker (F2)(G2)
1	BSS	9088iis-ML	8x8 DSP Unit
5	BSS	9010B	Soundweb Jellyfish Controller (Beige)
1	BSS	9000iis	Soundweb Hub
3	BSS	9011	Power Network/ Adaptor Box
2	BSS	Z-999-PSU	24V DC Power Supply
1	Extron	SMB Four-gang box(60-642-02)	Surface Mount box for SW9010 at FOH
3	Beyer	SHM 424-11/300-N(CM)-SW (433.659)	Paging Microphone
1	Clearcom	MS-440	4-Channel Main Station
1	Clearcom	GM-18	Gooseneck Microphone
9	Clearcom	KB-212	Single Channel Speaker Station
2	Clearcom	KB-212	Single Channel Speaker Station
2	Clearcom	V-Box	Enclosure for Above
8	Clearcom	RS-601	Beltpack
3	Clearcom	HS-6	Handset
14	Clearcom	CC-95	Headset with Microphone
1	Clearcom	WBS-670/1	4-Channel Wireless System
16	Shure	SM-81LC	Microphone
8	Shure	Beta 57A	Microphone
2	Shure	MX202B/C	Microphone
2	Shure	MX202B/S	Microphone
2	AKG	C414BLS	Microphone
1	AKG	D-112	Microphone
2	Audix	VX-10	Microphone
8	Shure	SM-58LC	Microphone
2	AKG	GN30E	Gooseneck
2	AKG	CK-31	Capsule
12	Atlas	TE-16BE	Tripod Boom Stand
12	Atlas	DMS-10E	Microphone Stand
6	Whirlwind	Director	Active Direct Box
50	Whirlwind	MKQ30	Quad Microphone Cable 30'
18	Whirlwind	SK-5-25-G12	Speaker Cable
12	Whirlwind	SK-5-50-G12	Speaker Cable
4	Whirlwind	NL4-025	Speaker Cable - 4 conductor - NL4 to NL4
1	LynTec	MSP-341-48 32/BMB-20 6/BUMB-20 1/BUMB3100	Modular Sequencing Panelboard (LP-1)
1	LynTec	SS-2PL	Locking Remote Switch
1 lot	Whirlwind	Custom Plates/Panels per Quote 2578 CM	Custom Plate/Panels per Dwgs SS-5.02 & SS-5.03
1	Whirlwind	Paging Plate	Custom Plate per Dwgs SK1
2	Whirlwind	C-56-5-W4IRP(I)-W4IRP(O)	Multi Extension
2	Whirlwind	C-56-15-W4IRP(I)-W4IRP(O)	Multi Extension
2	Whirlwind	FM-56-O-NR-W4IRP(I)-15	Input Fan
1	Whirlwind	FM-0-28-XL-W6IRP(O)-15	Output Fan
1 lot	Whirlwind	Custom Harness' per dwg SS-5.05 & Quote 2662 CM	Insert & Source Harness'
1	Sennheiser	SI-1015/NT	Infrared Transmitter with Supply
1	Sennheiser	GA1031-CC	Rack Adaptor
6	Sennheiser	SZI-1029	Emitter

4	Sennheiser	SZA-1060	Terminating Resistor
6	Sennheiser	WM1	Wall-Mount Bracket
60	Sennheiser	RI-250	Headset Receiver
6	Sennheiser	L151-10	Charger
2	Sennheiser	NT2013-120	Power Supply for L151-10's
1	RDL	ST-LCR1	Logic Controlled Relay
1	RDL	PS24K	Power Supply - 24V 1A



Price Quotation

To: El Paso Community Foundation
 Gary Williams
 P.O. Box 272
 El Paso, TX 79943

Date: 1/26/2006
 Phone: 915-533-4020
 Fax:
 Email:

Item Number	Description	Quantity	Unit Price	Extended Price
ZS-4	Altman Zip Strip 4 circuit, 40 lamp capacity with safety screen, color frame, safety cable, & hanging arms	4	\$ 1,250.00	\$ 5,000.00
Special order	Devon color glass filters (colors TBD)	88	\$ 12.00	\$ 1,056.00
Color options available at www.grayglass.com . Please note some colors have upcharges.				
419	ETC Source 4 19° with color frame & c-clamp Price includes: *HPL575/115X, safety cable, gel frame extender, and connector (specify type)	2	\$ 350.00	\$ 700.00
405	ETC Source 4 5° with color frame & c-clamp Price includes: *HPL575/115X, safety cable, gel frame extender, and connector (specify type)	2	\$ 505.00	\$ 1,010.00
400PH-B	Source 4 B size pattern holder	12	\$ 6.00	\$ 72.00
Various	Rosco steel patterns B size	12	\$ 10.00	\$ 120.00
*Add \$2 for HPL750/115X per fixture in place of 575W				
Freight charges are included in the prices mentioned				
			TOTAL \$	7,958.00

Price quotations are valid for 30 days from date above. Please note installation is not included in the quotation. All orders are subject to Texas Scenic Term & Conditions (see attached). Freight charges are subject to change due to package and dimensional weight. Sales taxes are not included in prices

If you have any questions regarding this price quotation please contact me at 800-292-7490, extension 126.

Thank you,
Adriana Kahrs
 Inside Sales Manager

5423 Jackwood
 San Antonio, TX 78238