

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

**DEPARTMENT:** Economic and International Development Department

**AGENDA DATE:** August 7, 2018

**CONTACT PERSON:** Bruce D. Collins, Purchasing Director, (915) 212-1181  
Elizabeth Triggs, Assistant Director, (915) 212-1619

**DISTRICT(S) AFFECTED:** District 8

**STRATEGIC GOAL: NO. 1:** Create an Environment Conducive to Strong, Sustainable, Economic Development

**SUBJECT:**

Discussion and action on a resolution that the City Manager is authorized to sign the Interim Agreement for Pre-Development between the City of El Paso, Texas and the MEYERS GROUP DEVELOPMENT, LLC. / II SABES LP for 2016-371R for the Development Opportunity for a Public Private Partnership for a mixed-use urban development, including structured parking at Mills Avenue and Campbell in Downtown El Paso ("Project"), and that the Interim Agreement establishes terms and conditions for the pre-development work of the Project.

**BACKGROUND / DISCUSSION:**

On October 27, 2015, the City issued a request for proposals referenced as 2016-371R Development Opportunity for a Public Private Partnership for a Mixed-Use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso. Following the evaluation of conceptual proposals included in the initial responses to the RFP, on June 16, 2016, the City invited respondents, including Developer to submit detailed proposals for the project.

On August 16, 2016, Developer submitted a proposal to the City providing further detail regarding the project, in conformance with the City's request. The detailed proposal contemplates the development of a new approximately 1,104 space parking garage structure, approximately 180 key hotel, approximately 180 unit luxury apartments, and approximately 35,000 sq. ft. of retail by Developer on real property owned by the City and located at 400 E Main and 401 E Mills.

An oversight committee created by the City under the P3 Guidelines, as approved by the City and authorized under Chapter 2267 of the Texas Government Code, reviewed and evaluated the detailed proposal and competing proposals in accordance with the P3 Guidelines. Following its review, the Oversight Committee issued its recommendation to the City Council that the City pursue negotiation of a definitive comprehensive development agreement with Developer to develop the project based on the detailed proposal.

The City and Developer have negotiated this Interim Agreement for purposes of establishing certain terms and conditions for the pre-development work of the project, including a business plan detailing (i) the complete project development, (ii) conceptual design, (iii) estimated development and construction costs, (iv) development schedule, (v) operating pro forma, including identification of hotel flag, (vi) financial wherewithal of Developer to complete the project, and (vii) the financing and ownership structure(s) for the project, along with any such other services necessary and incidental to the foregoing as the City may reasonably require.

If the parties are able to successfully negotiate the terms of a full development agreement following submission of the above deliverables, the parties will enter into a Comprehensive Agreement that will then be brought to Council for final approval. With respect to timelines, within 180 days of the effective date of this agreement, the Developer is required to provide the City with a final report detailing each of the required items listed above.

Within 60 days of receipt of the final report, the City and Developer negotiate and finalize terms of the Comprehensive Agreement and return to City Council for approval.

**PRIOR COUNCIL ACTION:**

- On November 14, 2017, City accepted the proposal submitted by Meyers Group Development / II Sabes LLC
- On December 12, 2017, Public Hearing for the proposal accepted.

**AMOUNT AND SOURCE OF FUNDING:**

City's participation in the project shall be finalized with the Comprehensive Agreement.

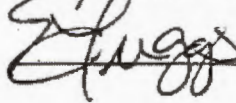
**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

For Jessica Herrera, Department Director  
Economic and International Development

A handwritten signature in black ink, appearing to read "J. Herrera", is written over a horizontal line.

**COUNCIL PROJECT FORM  
(PUBLIC HEARING)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda (under **PUBLIC HEARING**) for the Council Meeting of **AUGUST 7, 2018.**

**Strategic Goal 1: Create an Environment Conducive to Strong, Sustainable, Economic Development**

Discussion and action that the City Manager is authorized to sign the Interim Agreement for Pre-Development between the City of El Paso Texas and the MEYERS GROUP DEVELOPMENT, LLC./ II SABES, LP for 2016-371R for the Development Opportunity for a Public Private Partnership for a Mixed-use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso ("Project"), and that the Interim Agreement establishes terms and conditions for the pre-development work of the Project.

Department: Economic Development  
Districts: 8

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



## RESOLUTION

**WHEREAS**, pursuant to Section 2267.052 of the Texas Government Code, the City of El Paso ("City") adopted the Local Guidelines for Public Private Partnerships ("P3 Guidelines"); and

**WHEREAS**, the City requested proposals though 2016-371R for the Development Opportunity for a Public Private Partnership for a Mixed-use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso ("Project"); and

**WHEREAS**, the MEYERS GROUP DEVELOPMENT, LLC./ II Sabes, LP ("Proposer") submitted a conceptual and detailed proposal; and

**WHEREAS**, on November 14, 2017 the City accepted the proposals submitted by Proposer in accordance with the procedures established in the City's P3 Guidelines; and

**WHEREAS**, on December 12, 2017 the City conducted a public hearing on the proposal; and

**WHEREAS**, the parties have completed the negotiations phase for an Interim Agreement Proposal; and

**WHEREAS**, the City provided notice of the proposed Interim Agreement through the City website and newspaper of a public hearing date regarding the Interim Agreement along with a summary of the proposed Agreement and the location where a redacted copy of the proposed Interim Agreement is available for public inspection prior to holding a public hearing on the proposed Interim Agreement; and

**WHEREAS**, the parties desire to enter into the proposed Interim Agreement for the Project after holding a public hearing; and

**WHEREAS**, more than the minimum of thirty (30) days required in the P3 Guidelines have passed between the public hearing on the accepted proposal and the Interim Agreement.

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

That the City Manager is authorized to sign the Interim Agreement for Pre-Development between the City of El Paso Texas and the MEYERS GROUP DEVELOPMENT, LLC./ II SABES, LP for 2016-371R for the Development Opportunity for a Public Private Partnership for a Mixed-use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso ("Project"), and that the Interim Agreement establishes terms and conditions for the pre-development work of the Project.

(Signatures Begin on the Following Page)



THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Dee Margo,  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jessica Herrera, Director  
Economic Development

**INTERIM AGREEMENT  
FOR PRE-DEVELOPMENT**

**BETWEEN**

**THE CITY OF EL PASO, TEXAS**

**AND**

**MEYERS GROUP DEVELOPMENT, LLC & II SABES, LP**

## INTERIM AGREEMENT FOR PREDEVELOPMENT

This INTERIM AGREEMENT FOR PRE-DEVELOPMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2018 (the “**Effective Date**”) by and between THE CITY OF EL PASO, TEXAS (the “**City**”) and Myers Group Development, LLC a \_\_\_\_\_ limited liability company and II Sabes, LP, a \_\_\_\_\_ limited partnership (collectively, jointly and severally, the “**Developer**”). Each of the City and the Developer is a “**Party**” and collectively, the City and the Developer are “**Parties**”.

### RECITALS

A. City is a municipal corporation and a home rule municipality of the State of Texas, acting herein by and through its governing body, the City Council.

B. Acting pursuant to Section 2267.052 of the Texas Government Code, the City adopted certain Local Guidelines for Public-Private Partnerships (the “**P3 Guidelines**”) that establish procedures under which the City may solicit, receive, review, and enter into public-private partnerships involving “qualifying projects” (as defined in Section 2267.001 of the Texas Government Code).

C. On October 27, 2015, the City issued a request for proposals referenced as 2016-371R Development Opportunity for a Public Private Partnership for a Mixed-Use Urban Development, Including Structured Parking at Mills Avenue and Campbell in Downtown El Paso (the “**RFP**”).

D. Following evaluation of conceptual proposals included in the initial responses to the RFP, on June 16, 2016, the City invited respondents, including Developer, to submit detailed proposals (as defined below) for the project.

E. On August 16, 2016, Developer submitted a proposal to the City providing further detail regarding the project (the “**Detailed Proposal**”), in conformance with the City’s request.

F. The Detailed Proposal contemplated the development of a new approximately 1,104-space parking garage structure, approximately 180-key hotel, approximately 180-unit luxury apartments, and approximately 35,000 sq. ft. of retail by Developer (the “**Project**”) on that certain parcel of real property owned by City as depicted in **Exhibit A** (the “**Site**”).

G. An oversight committee created by the City under the P3 Guidelines (the “**Oversight Committee**”) reviewed and evaluated the Detailed Proposal and the competing proposal(s) in accordance with the P3 Guidelines.

H. After its review, the Oversight Committee issued its recommendation to the City Council that the City pursue negotiation of a definitive comprehensive development agreement in accordance with Chapter 2267 of the Texas Government Code with Developer to develop the Project based on the Detailed Proposal.



I. The City and Developer have negotiated this Agreement for purposes of establishing certain terms and conditions for the pre-development work of the Project, including a business plan detailing (i) the complete Project development, (ii) conceptual design, (iii) estimated development and construction costs, (iv) development schedule, (v) operating pro forma, including identification of hotel flag, (vi) financial wherewithal of Developer to complete the Project, and (vii) the financing and ownership structure(s) for the Project, along with any such other services necessary and incidental to the foregoing as the City may reasonably require.

J. If the Parties are able to satisfy the terms of this Agreement and successfully negotiate the terms of full development agreement, the Parties shall enter into a “**Comprehensive Agreement**” for the Project for purposes of Chapter 2267 of the Texas Government Code and the P3 Guidelines, such agreement to be posted on the City’s website for review and inspection and subject to public hearing.

K. The City Council approved and authorized this Agreement through a Resolution.

L. Pursuant to Section 2267.053(b-2) of the Texas Government Code, the City hereby declares that the Project as set forth in this Agreement will serve the following public purposes: (i) provide much needed parking in the downtown area, (ii) promote continued economic development in downtown El Paso, and (iii) maximize the beneficial use of City property.

**NOW, THEREFORE**, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## **ARTICLE 1. PRE-DEVELOPMENT PERIOD**

### **Section 1.01 Scope of Services and Schedule**

A. Pre-development Period. The time between the Effective Date of this Agreement and the date that the City accepts the “**Final Report**” (defined below) is the “**Pre-development Period**”, as further described in **Exhibit D, Pre-Development Period Schedule**.

B. Comprehensive Agreement. The Parties shall negotiate the terms of the Comprehensive Agreement for the Project, and all other necessary documents to begin the design phase of the Project, during the Pre-development Period.

C. Initial Joint Obligation. Within sixty (60) days of City’s receipt and acceptance of the Final Report, the Parties shall reconcile any discrepancies in the Parties’ intentions regarding the development of the Site, including the sufficiency of Developer’s business plan and financing plan for the Project. Failure of the City to accept the Final Report within this joint obligation period releases the Parties from any further obligation under this Agreement.

D. City’s Obligations. City’s Obligations during Pre-development Period include:

(1) Delivery of Material. Within fifteen (15) days from the Effective Date, City shall provide Developer with copies of any existing surveys, studies, documents, plans, and specifications, and other documents pertaining to the Project in the City's possession (and not previously released or published with the RFP).

(2) Within sixty (60) days from the receipt and acceptance of the Final Report, City shall provide Developer with information on available grants, abatements, and rebates for downtown projects.

E. Developer's Obligations. Developer's obligations during the Pre-development Period include:

(1) Design. The Developer shall provide the name of a proposed qualified architect licensed in the State of Texas ("**Architect**") to provide services for the Project, for the City's approval within ten (10) days of the Effective Date of this Agreement. Once approved by the City, the Developer shall retain the services of the approved qualified Architect who shall refine the conceptual design package submitted in the Detailed Proposal, in conformance with the requirements of RFP, to include a detailed building program, site plan, floor plans, elevations, section drawings, and renderings, with architectural and engineering narratives for the Project (the "**Design Package**"). The Design Package shall be sufficient to develop the "**Construction Budget**" (described below). Developer shall contractually obligate the Architect to indemnify Developer and City as joint indemnitees consistent with Chapter 130, Texas Civil Practices and Remedies Code and Section 271.904, Texas Local Government Code, and to maintain insurance (including errors and omissions coverage) for the benefit of Developer and City as additional insureds, in each case in form and substance reasonably satisfactory to the City.

(2) Contractor. The Developer shall provide the name of a proposed qualified general contractor to provide services for the Project, for the City's approval within ten (10) days of the Effective Date of this Agreement. Once approved by the City, the Developer shall retain the services of a qualified general contractor ("**General Contractor**"), to refine the preliminary construction estimate and develop a the Construction Budget, to wit: total Project direct and indirect construction costs based on the conceptual design, in sufficient detail to show the construction costs; and, working with Developer and Architect, to refine the total development cost estimate submitted in the Detailed Proposal, including the Construction Budget, fixtures/furniture/equipment, operating supplies/equipment, information technology, soft costs, and professional fees ("**Preliminary Project Pricing**"), and a Project development and construction schedule from completion of the Pre-development Period to through Project completion ("**Preliminary Project Schedule**") with input as appropriate from the City. The construction and pre-construction services contracts shall provide protections to the City that are not substantially less than the protections in comparable documents typically used by the City for similar projects in terms of size, scope, and cost and as reasonably satisfactory to the City.

(3) Market Consultant. Developer shall engage a qualified market consultant(s), acceptable to the City, to perform one or more projections for each of the hotel, residential, and retail components of the Project, to include: (i) a market demographic analysis; (ii) an analysis of market size and projected growth; (iii) an assessment of user demand; (iv) a market assessment of competitive properties, inventory, and opportunity (unmet demand); (v) meetings

with the City, other user groups, and stakeholders to assess desired operational and physical programming, and (vi) independent Project operating pro forma(s), including a profit and loss statement projecting the first ten (10) years of operations for each of the hotel, residential and retail components of the Project (“Preliminary Operating Pro Forma”, and, collectively, with the other items listed herein, the “**Market Study**”). The market consultant(s) shall also provide input on Developer’s underlying assumptions in the building program, project schedule, and conceptual design. The Market Study(ies) shall be jointly addressed to Developer and City.

(4) Financing. Developer shall identify and meet with potential lenders and equity investors to assess potential financing structures for the Project. Based on lender and equity terms and requirements, the Preliminary Project Pricing, and the Preliminary Operating Pro Forma, Developer shall prepare a public-private financing model for the Project, including the City’s participation in financing or reimbursing the Developer for financing the 1,104-space parking structure and provision of the land for the Project. The Parties agree the Site will remain a City asset under the terms of any Comprehensive Agreement and shall be not be pledged or be the subject of any lien or mortgage. The financing model shall identify the anticipated sources of debt and equity and any City participation beyond providing (i) a long-term ground lease at a nominal annual amount of the portions of the Site on which the privately-owned components shall be developed, and (ii) a long-term lease of approximately four hundred (400) spaces within the parking garage to Developer for the private components of the Project to complete the Project capitalization (the “**Preliminary Capital Plan of Finance**”).

(5) Developer shall ensure that private equity equal to not less than the greater of fifteen percent (15%) of the estimated total Project costs or one hundred percent (100%) of the total design costs is funded into a designated account or otherwise committed to the Project in a manner reasonably satisfactory to the City (“**Private Equity Funding**”). The City’s contributions shall not be calculated as any part of the “equity”. If the Preliminary Capital Plan of Finance includes additional participation by the City beyond constructing the parking structure, providing the long-term ground lease for the privately-owned components for a nominal annual amount, and leasing approximately four hundred (400) parking spaces to the Developer, Developer shall present a written proposal to the City for the City’s review consideration, and approval; and, Developer acknowledges that no such additional participation is guaranteed.

F. Due Diligence. From and after the Effective Date and continuing for a period ninety (90) days, Developer shall be entitled to a “**Due Diligence Period**”, whereby Developer and its agents and representatives shall have access to the Site to inspect and perform such examinations, inspections, studies, and tests as Developer deems reasonably necessary in connection with the Project, including a Phase I environmental assessment and geotechnical report (the “**Due Diligence Activities**”). The results of such Due Diligence Activities shall be shared in full with the City. If during the Due Diligence Period, Developer determines that the Site is unsuitable for the Project for any reason revealed by such Due Diligence Activities, Developer may terminate this Agreement by notice to the City identifying with particularity the reason revealed by such Due Diligence Activities. To the extent environmental or geotechnical issues or other unknown conditions (including, but not limited to heritage site objects and utility infrastructure) are identified that materially or adversely affect the ability of Developer to



construct the Project, City and Developer may, but are not required to, enter into an ancillary agreement to address the rights and responsibilities of the Parties to address the same. In the event both parties opt to enter into an ancillary agreement, the Due Diligence Period shall be extended as agreed to in writing by the Parties. Developer shall contractually obligate the any party contracted to perform any Due Diligence Activities related to the Project to indemnify Developer and City as joint indemnitees consistent with Chapter 130, Texas Civil Practices and Remedies Code and Section 271.904, Texas Local Government Code, and to maintain insurance (including errors and omissions coverage) for the benefit of Developer and City as additional insureds, in each case in form and substance reasonably satisfactory to the City. As obligations to survive such termination, Developer shall restore, at its sole expense, any damage caused by it or its contractors, agents, or representatives to the Site during the Due Diligence Period. DEVELOPER HEREBY HOLDS INDEMNIFIES AND HOLDS THE CITY, AND ITS RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, HARMLESS FROM ANY DAMAGE OR INJURY CAUSED BY DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH SUCH EXAMINATIONS, INSPECTIONS, STUDIES, AND TESTS UNDERTAKEN ON THE SITE. This indemnity covenant shall survive the termination of this Agreement. Otherwise, Developer shall have no further obligation under this Agreement except such obligations as may have accrued prior to such termination and any other matters expressly provided in this Agreement to survive its termination.

G. Final Report. The Final Report shall include all deliverables required hereunder and in the RFP (unless otherwise expressly excepted) and must be delivered to the City on or before one hundred eighty (180) days after the Effective Date, for review, including the following: (i) Market Study(ies), including Preliminary Operating Pro Formas ; (ii) Preliminary Capital Plan of Finance, including letter(s) of interest from construction lenders and evidence of Private Equity Funding as described in Section 2.01(A) below; (iii) Preliminary Project Pricing prepared by the General Contractor; (iv) Preliminary Project Schedule prepared by the General Contractor, ; (v) the Design Package; (vi) reports and findings from the Due Diligence Activities; (vii) Project schedule, including the design phase, acquisition and approval of Permits, and construction phase, and incorporating all deadlines provided in this Agreement; and (viii) a term sheet for an operating agreement(s) with the Project operator(s). City shall review the Final Report and provide input on the recommended building program and conceptual design or request additional information.

## **ARTICLE 2. DEVELOPMENT OF THE PROJECT**

### **Section 2.01 Comprehensive Agreement.**

A. The City shall not formally consider the Comprehensive Agreement until it is notified that the Private Equity Funding is (a) funded into an account designated for the Project or (b) otherwise committed to the Project in a manner reasonably satisfactory to the City (the Private Equity Funding"). Upon request by the City, Developer shall provide evidence reasonably necessary to demonstrate that the Private Equity Funding, all investment committee approvals (and any other discretionary approvals) required by any lender or private equity

source have been obtained, and the Developer has the funds necessary to fulfill its commitment obligations. Further, the City shall not formally consider the Comprehensive Agreement until one or more preliminary terms sheets are provided from one or more qualified lenders demonstrating interest in extending a loan or other credit to the Developer for the Project on terms consistent with the assumptions set forth for private debt financing in the Preliminary Capital Plan of Finance.

B. If after two hundred forty (240) days after the Effective Date, the Parties are unable to negotiate a Comprehensive Agreement, or Developer has not provided proof of its Private Equity Funding and financing commitments described above, then on the two hundred forty first (241) day after the Effective Date, this Agreement shall automatically terminate and be of no further force and effect, the City shall formally end all negotiations with Developer.

C. Prior to the execution of the Comprehensive Agreement, the relationship between City and Developer shall be governed solely by the terms of this Agreement, the RFP, and the Proposal. If there is any conflict among the provisions of the Agreement, the RFP, and Proposal then the order of precedence shall be first this Agreement, second the RFP, and third the Proposal.

## **Section 2.02 Costs and Access.**

A. Costs. Developer shall be responsible for all costs incurred in preparation of the Final Report, which is prepared for the joint benefit of Developer and City. If (i) this Agreement is terminated by the City for any reason other than cause or Developer's breach of any term or condition of this Agreement or (ii) the City elects not to enter into a Comprehensive Agreement with Developer because of any inability to reconcile discrepancies in the Parties' intentions regarding the development of the Site as contemplated in Section 1.01(C), or for any reason other than Developer's inability to provide evidence of financial wherewithal to complete the Project and/or secure sufficient financing on terms reasonably acceptable to the City ("City Termination"), the City shall reimburse the Developer for (a) the approved direct cost of the Phase I environmental report, (b) the approved direct cost of the geotechnical study, and (c) the approved direct cost of the Market Study and all such documents and deliverables required for payment shall become the exclusive property of the City, with the Developer having no property rights thereto whatsoever. Notwithstanding anything to the contrary herein, in the event of City Termination, the City shall reimburse the Developer for the direct costs of the Phase I environmental report, the geotechnical study, and market studies only through the date Developer receives notice of City Termination, provided such costs have been approved in advance by the City, such approval not to be unreasonably withheld.

B. Work Product. All materials prepared by Developer under this Agreement shall be for the joint benefit of Developer and the City. Upon termination of this Agreement or the Comprehensive Agreement, if any, provided that City reimburses Developer per section (A) hereof in the event of City Termination, Developer shall provide copies of all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been

prepared or accumulated to date by Developer in performing this Agreement, which is not Developer's proprietary information, as defined by law, along with all other property belonging exclusively to the City which is in the Developer's possession.

C. Access to Material. City shall have the right to access and copy any documents supporting the services provided by Developer under this Agreement. Developer shall retain for review by the City for a period of twenty-four (24) months following the termination of this Agreement the financial records and reports regarding the work performed by Developer and the Architect, General Contractor, and market consultant(s) under this Agreement.

### **ARTICLE 3. ADDITIONAL PROVISIONS**

A. Term. This Agreement shall be effective as of the Effective Date, and expire upon (the "Termination Date") the earlier of the execution of the Comprehensive Agreement or two hundred forty one (241) days from the Effective Date, unless otherwise extended herein. This Agreement shall be subject to termination for cause prior to the Termination Date upon a fifteen (15) business day written notice at any time by either Party. Notwithstanding the foregoing, a Party shall only be permitted to terminate this Agreement prior to the Termination Date if the other Party has failed to satisfy its obligations under this Agreement or if following good faith negotiations, the Parties are unable to reach an agreement on the final terms of the Comprehensive Agreement. Upon termination or expiration of this Agreement, Developer shall return to City any and all equipment, documents, or materials, and all copies made thereof, which Developer received from, and/or developed for City for the purposes of this Agreement and shall provide the City all documents developed under this Agreement as described in Article II, provided that the City reimburses Developer per Section 2.02(A) in the event of a City Termination.

B. Assignment. The City is relying on the experience, skill, judgment, and qualifications of Developer. Developer may not assign its rights nor delegate its obligations under this Agreement, other than those noted in this Agreement, without the prior written consent of the City Manager or his designee. Any attempted assignment or delegation by Developer shall be void. Notwithstanding the foregoing, Developer and each of Meyers Group Development, LLC and II Sabes, LP may assign any of its interests to each other and to any affiliated entity under common control. Developer represents that the principals and responsible individuals of Developer for whom experience and background information has been provided to the City shall maintain their roles in operating Developer. If a change in management or the Project team does occur, Developer shall immediately notify City and the City, at its sole option, may, but is not obligated to, accept such a change.

C. Representatives. All day-to-day contacts with Developer shall be made through Alan Losada with a copy to Ezra Rubin of any written communication. All contacts with the City shall be made through Jessica Herrera or, in her absence, Elizabeth Triggs. Points of contact may be delegated by the parties, with notice to the other party.



D. No Liens. Developer understands that no liens resulting from construction or any other agreement with a third party for services for Developer or its agents, employees, contractors, or subcontractors in connection with the Project shall ever attach to Site, Project, or the Work Product. Should a lien be filed on the Site, Project, or the Work Product by Developer, its agents, employees, contractors, subcontractors, or any third party, Developer shall immediately provide a bond to the City in the same amount in a form acceptable to the City.

E. Record Keeping. Developer shall maintain at its regular business office separate, true, and complete books, records, accounts, journals, and files regarding the design and construction of the Project, containing contracts, agreements, all design documents, Construction Documents, shop drawings, change orders, applications for payment, Permits, rental agreements and records, insurance policies, non-proprietary correspondence directly related to the Project, and, as applicable, receipts, bills, vouchers, and any audits obtained by Developer. City shall have access to all Project records upon request, during ordinary business hours.

F. Compliance. Developer shall take such action as may be necessary to cause the Project to comply with the City Code and all other Applicable Laws and promptly furnish to City copies of all legal notices received by Developer affecting the Project, including notices from Governmental Authorities, and all notices from Persons claiming any default in any financing or payment obligation related to the Project.

(1) To the extent this Agreement is subject to Section 2270.002, Texas Government Code and subject to applicable federal law, Developer hereby represents that Developer does not boycott Israel and will not boycott Israel through the Termination Date. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for the ordinary course of business.

(2) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this Agreement, Developer represents that neither Developer nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Developer, is a company engaged in business with Iran, Sudan, or a foreign terrorist organization or on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

(3) Because this Agreement was approved by Resolution of the City Council, Developer acknowledges its obligation to file Form 1295, Disclosure of Interested Parties, with the Texas Ethics Commission.

G. Status Meetings. Developer shall cooperate with City so that City shall be kept apprised of the progress the pre-development of Project at regularly scheduled meetings occurring as reasonably determined by Developer and City.

H. Governing Law; Venue. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND

CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICTS OF LAW). VENUE FOR ANY DISPUTES HEREUNDER SHALL BE IN EL PASO COUNTY, TEXAS.

I. Attorneys' Fees. If any Party to this Agreement defaults in the performance of any covenants, obligations or agreements of such Party contained in this Agreement and another Party hereto places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

J. No Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Developer hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended.

K. Notices. All notices and other communications hereunder shall be in writing, shall become effective when delivered to the addressee, and may be transmitted by certified mail (return receipt requested), overnight courier service, or other commercially reasonable and customary means, addressed to the party at the address listed below, or at such other address as the party shall have furnished to the other party in writing.

**If to the City:**

CITY OF EL PASO  
PO Box 1890  
El Paso, Texas 79950  
Attention: CITY MANAGER  
Telephone: 915-212-0023

**With copies to:**

CITY ATTORNEY  
PO Box 1890  
El Paso, Texas 79950  
Attention: CITY ATTORNEY  
Telephone: 915-212-0033

**If to DEVELOPER:**

MEYERS GROUP DEVELOPMENT, LLC  
5771 N. Mesa Street  
El Paso, Texas 79912  
Attention: Stuart Meyers  
Telephone: 915-355-6339

II SABES, LP  
444 Executive Center, Blvd., Ste. 238  
El Paso, Texas 79902  
Attention: Richard Aguilar  
Telephone: 915-838-8100

**With copies to:** Ezra Rubin  
2600 S. Douglas Rd., Suite 1000  
Coral Gable, Florida 33134  
Telephone: (305) 569-0999

L. Entire Agreement, Amendment and Waiver, Survival. This Agreement, together with all exhibits hereto, constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought, and in the case of the City, approved by action of City Council unless otherwise expressly set forth herein. No failure or delay of any Party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right of power, preclude any other or future exercise thereof or the exercise of any other right or power. Unless otherwise set forth in this Agreement, all agreements of the Parties contained in this Agreement which must survive to afford each respective Party the anticipated benefits of such agreements shall likewise survive, whether or not identified in this Agreement to so survive.

M. Appropriations. Any obligation of the City under this Agreement requiring payment of money by the City shall be subject to the appropriation of funds by the City Council (in accordance with Article XI, Section 5 of the Texas Constitution) until such time as an appropriation for such City Required Expenditure is made by the City Council.

N. Independent Parties. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. Furthermore, the Parties acknowledge and agree that the doctrine of respondeat superior shall not apply between the City and Developer, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of Developer.

O. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same agreement.



P. Interpretation. This Agreement has been negotiated jointly by the Parties and shall not be construed against a Party because that Party may have assumed primary responsibility for the drafting of this Agreement.

Q. Incorporation of Exhibits and Other Documents. The following exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement:

<b><u>Exhibit “A”</u></b>	Description of Site
<b><u>Exhibit “B”</u></b>	RFP
<b><u>Exhibit “C”</u></b>	Proposal
<b><u>Exhibit “D”</u></b>	Pre-Development Period Schedule

*[Signatures on following page]*

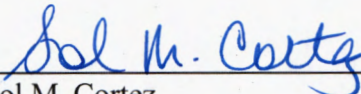
THEREFORE, IN WITNESS WHEREOF, the City and Developer have executed this Agreement to be effective as of the Effective Date.

**CITY:**

**CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sol M. Cortez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development

**DEVELOPER:**

**MEYERS GROUP DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Alan Losada ,  
Title: Vice President

**IL SABES, LP**

By: \_\_\_\_\_  
II Sabes Management, LLC, its General Partner  
Richard Aguilar  
Title: Manager

**ACKNOWLEDGEMENTS**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Tomás González as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

**(Acknowledgements Continue on the Following Page)**

## ACKNOWLEDGEMENTS CONTINUED

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by **Alan Losada**, as **Vice President** of **MEYERS GROUP DEVELOPMENT, LLC**.

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

**My commission expires:**

**THE STATE OF** \_\_\_\_\_ §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by **Richard Aguilar**, as **General Partner of II Sabes Management, LLC**.

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

**My commission expires:**

## **EXHIBIT “A”**

### **DESCRIPTION OF SITE**

### Description of the Site

The site is located in downtown El Paso and encompasses the full block at the northwest intersection of Mills Avenue and Campbell Street. The site is approximately 67,600 square feet (1.55 acres), currently owned by the City and used for surface parking with no improvements. The site includes the following two lots:

Property ID: 253240

Address: 401 Mills Ave

Property Owner: City of El Paso

Legal Description: 42 MILLS S 160 FT OF BLK & CLSD ALY (260 FT X 160 FT)

Acres: 41,600 sq. ft.

Property ID: 131133

Address: 400 E Main Dr

Property Owner: City of El Paso

Legal Description: 42 MILLS N 100 FT OF BLK (100 FT X 260 FT)

Acres: 26,000 sq. ft.

**EXHIBIT “B”**

**REQUEST FOR PROPOSAL**

**REQUEST FOR PROPOSALS**  
ISSUED BY  
**THE CITY OF EL PASO**  
PURCHASING & STRATEGIC SOURCING DEPARTMENT

**SOLICITATION NO: 2016-371R**

**DATE ISSUED: OCTOBER 21, 2015**

**TITLE: DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO**

**ECONOMIC DEVELOPMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:  
**12:00 PM MST, local time, FRIDAY, JANUARY 22, 2016**

**NOTICE** When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:**  
**DIRECTOR**  
**PURCHASING & STRATEGIC SOURCING DEPARTMENT**  
**CITY OF EL PASO**

**MAIL TO:**

**CITY OF EL PASO** OR  
**PURCHASING & STRATEGIC SOURCING DEPARTMENT**  
**300 N. CAMPBELL, 1<sup>ST</sup> FLOOR**  
**EL PASO, TX 79901-1153**

**HAND DELIVER TO:**

**CITY OF EL PASO**  
**PURCHASING, 1<sup>ST</sup> FLOOR**  
**300 N. CAMPBELL**  
**EL PASO, TX 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:  
HAYDEE PEÑA, PURCHASING AGENT  
Telephone: [915] 212-1184 FAX: [915] 212-0044 Email: [penah@elpasotexas.gov](mailto:penah@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 below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120<sup>th</sup> day after the offers are open unless the City of El Paso requests an extension of the offers in writing and the offeror agrees to extend in writing.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

**OFFER SUBMITTED BY**

\_\_\_\_\_  
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
P.O. BOX NUMBER

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER & FAX NUMBER - HIRE EL PASO 1<sup>ST</sup> LOCAL VENDOR REGISTRATION ID# \_\_\_\_\_

\_\_\_\_\_  
E-Mail address

\_\_\_\_\_  
PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**OFFER EXECUTED BY [PLEASE PRINT]**

\_\_\_\_\_  
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

\_\_\_\_\_  
SIGNATURE AND DATE OF OFFER

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

**NOTE:** 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, TEXAS**

**RFP: 2016-371R**

**REQUEST FOR PROPOSALS FOR A DEVELOPMENT OPPORTUNITY**

**FOR**

**A PUBLIC PRIVATE PARTNERSHIP**

**FOR**

**A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING  
AT MILLS AVENUE AND CAMPBELL STREET IN DOWNTOWN EL PASO**

**DUE DATE: JANUARY 22, 2016**

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## PART 1 – GENERAL INFORMATION

### 1.1 Background Information

The City reserves the right, and may at its sole discretion exercise the following rights and options with respect to this RFP: to waive or modify any irregularities in proposals; to request additional information; to reject any and all responses; to issue subsequent solicitations for proposals and/or amendments to this solicitation; to conduct investigations with respect to the proposals of each respondent; to modify dates; and to exercise its judgment with respect to any aspect of this RFP, the evaluation of the responses, and the negotiation and award of any contract.

Preliminary studies and information on the mixed-use urban development are available on the City's website:

- 2011 DMD Downtown Statistical Report: <http://downtownelpaso.com/wp-content/uploads/2011/12/DMD-Census-Demo-Study-2011-Final.pdf>
- TIRZ Maps and Information: <http://gis.elpasotexas.gov/tirz/index.html>
- Apartment Market Report: <https://www.elpasotexas.gov/~media/files/coep/economic%20development/1q15%20el%20paso%20report-mf.ashx?la=en>

### OVERVIEW

The City of El Paso (the "City") approved Public Private Partnership Guidelines on July 17, 2012 (the "Policy") in order to work cooperatively with private entities to encourage intensive, high quality development of municipal facilities, including underutilized real estate assets owned by the City. The City has found that there is a public need for timely acquisition, design, and construction of a municipal parking garage and a desire for additional mixed-use space (hotel, residential, and/or commercial) in the downtown area.

The City finds that the municipal property located in downtown El Paso, directly across the street from City Hall (at the intersection of Mills Avenue and Campbell Street) (the "Site") is currently underutilized and desires a mixed-use urban development that includes structured parking as a better use for this location.

### PROJECT

**THE SITE:** The Site is approximately 67,600 square feet (1.55 acres). It is currently used for surface parking with no improvements. The full block is available for redevelopment. The Site is zoned C5 and C5c. Rezoning may be available by mutual agreement to suit a specific development program. The Site is located in El Paso's Downtown Tax Increment Reinvestment Zone.

**DEVELOPMENT OPPORTUNITIES:** The City is seeking a development partner for the full downtown block of Campbell Street from Mills Avenue to Main Street. In exchange for a ground lease of the Site and other potential incentives, the City requires 500 to 700 parking spaces for municipal use. Parking required for the private portion of the development should be included in addition to the City required spaces.

Development opportunities for the Site include, but are not limited to: residential units (for sale or rent), hotel project, ground floor retail, and/or restaurant(s). The City desires a high density project with an urban format that is architecturally significant and unique.

## 1.2 Solicitation Purpose

The City of El Paso (the "City") issues this Request for Proposals for a Development Opportunity for a DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO, including structured parking (the "Project").

## PART 2 - NOTICES TO PROPOSERS

### 2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

### 2.2 Bid Net Notification

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

**Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council Meeting wherein the recommendation shall be presented. Vendors are responsible for monitoring the City's website for said postings.**

### 2.3 Communications

#### 2.3.1 Cone of Silence/Anti Lobbying Policy

Under the Policy, the issuance of this RFP trigger's the City's "cone of silence period". The cone of silence period prohibits any communication or lobbying activities, from the date of the issuance of the RFP until the day that a recommendation of a contract award is placed on the City Council agenda, with regard to the RFP or the Project between any person, including, but not limited to, bidders, lobbyists, or consultants of bidders, service

providers or potential offerors, proposers, or vendors and any of the following: (1) City staff and City consultants, including any employee of the City or person retained by the City as a consultant on the Project, or any person having participated in the development, design, review of documents related to the Project; (2) City officials, including the Mayor, Council Representatives, or their respective staff members; and (3) Members of the City's Selection Committee, whether City employees or outside experts.

## 2.3.2 Wage Theft – The City of El Paso Code – Chapter 3.46

### 3.46.010 Definition

1. ***Wage Theft Adjudication*** occurs when:

Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or

Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or

A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or

The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or

Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

Court of competent jurisdiction finds that an employer engaged in wage theft.

2. ***Employee*** and ***employer*** have the meanings by Texas Labor Code, Section 61.001.
3. ***Wages*** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.
4. ***Wage Enforcement Coordinator*** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.
5. ***Wage Theft Complaint*** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

### **Section 3.46.020 WAGE THEFT COORDINATOR**

- A. Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.
- B. Duties.** The Wage Theft Coordinator shall:
1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a “complaint basis” and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.
  2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
  3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
  4. Coordinate with the Purchasing Director to ensure that the notice of the City’s Wage Theft ordinance is included in all the City’s bid documents.
  5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City’s Wage Theft ordinance.

### **Section 3.46.030 WAGE THEFT ADJUDICATION DATABASE**

- A. Inclusion in Database.** No employer shall be included in the database until the Wage Theft Coordinator has:
1. Confirmed that an employer has a Wage Theft Adjudication record;
  2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
  3. Allowed the employer thirty (30) days from the date of the notice to protest the employer’s inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.
- B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person’s name, business address, type of business or occupation shall be included.

**C. Removal from Database.** An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

#### **Section 3.46.040 WAGE THEFT COMPLAINTS PROCEDURE**

**A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

**B. City Contracts.**

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.
2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.
3. **Texas Workforce Commission.**

If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

#### **Section 3.46.050 RETALIATION PROHIBITED**

No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

### **Section 3.46.060. SANCTIONS AND PENALTIES- CITY CONTRACTS**

#### **Existing City Agreement.**

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.
2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.
3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

#### **New City Agreement.**

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.
2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

### **2.3.3 Request for Clarification**

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than **November 13, 2015, 5:00 P.M. MST**. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

#### ***BY E-MAIL***

Haydee Peña  
Purchasing Agent  
Fax: (915) 212-0044  
Email: [penah@elpasotexas.gov](mailto:penah@elpasotexas.gov)

#### ***IN WRITING (MAIL OR HAND DELIVERY)***

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>ST</sup> Floor  
El Paso, TX 79901-1153  
Attn: Haydee Peña



## 2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Proposal	October 27, 2015
Last Day for Offerors to Submit Written Questions	November 16, 2015, 5:00 P.M. MST
Answers provided	November 23, 2015
Deadline for Initial Conceptual Proposal	December 7, 2015, 12:00 P.M. MST
Interviews for Short Listed Respondents	Week of January 4, 2016
Deadline for Detailed Proposals	January 27, 2016, 2:00 P.M. MST
Contract Award Date	To be determined

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFP will only be issued and posted on the City's website at: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>.

## 2.5 Contract Term (Initial and Option Terms)

To be negotiated with successful Offer.

### Option Terms

To be negotiated with successful Offer.

### Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

## 2.6 Notices of Instruction to Offerors

### 1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. If the Respondent is a joint venture or is comprised of a consortium of companies, an authorized representative of each joint venture or consortium member must sign the response. Failure to sign the offer portion of the solicitation, offer and award form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

## 2. Effective Period of Proposals

Proposals should expressly state that the offer will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

## 3. Required Number of Copies

Each respondent (the "Respondent") should submit one original and seven (7) copies of its response and one electronic version of the response on a jump drive (formatted as a searchable PDF) to the City prior to the deadline. The original copy containing original signatures shall be marked "Original".

## 4. Offer Submission Instructions

Responses to this RFP must be hand delivered (fax, email or other electronic submittal will not be accepted) no later than: (1) for the Initial Conceptual Proposal: 12:00 noon MST on December 7, 2015 and (2) for the Detailed Proposals: 2 pm noon MST on January 27, 2016 at 300 N. Campbell 1<sup>st</sup> Floor, El Paso, Texas 79901, Attn: Purchasing & Strategic Sourcing Department. Responses must be received prior to the pertinent deadline. Responses received after the specified date and time will not be accepted. Respondents accept all responsibility for delivering proposals to the address and department stated above within the specified time or the offer will be considered nonresponsive and will be returned to sender unopened.

## 5. Addressing Instructions

The envelope containing the offer must be addressed as follows:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1st Floor  
El Paso, Texas 79901-1153  
Attn: Director

## 6. Labeling Of Proposals/Bids [Rev 6/15/05]

**The Due Date and Solicitation Number must be written on the outside of the package containing the offer.** The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

All submissions shall be provided in a sealed envelope marked:

**DO NOT OPEN IN MAIL ROOM**  
Public Private Partnership Solicitation:  
Request for Proposals for a Development Opportunity  
for a Mixed-Use Urban Development, Including Structured Parking  
RFP 2016-371R  
Respondent's Name  
Mailing Address

## **7. Offeror Delivery Responsibility**

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Director of Purchasing directly to the Purchasing Department. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

## **8. Descriptive Literature**

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

## **9. Offer Documents, Supporting Literature and Related Data**

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

## **10. Alternate Offers**

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

## **11. Solicitation Changes or Clarifications**

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing & Strategic Department for its consideration, provided the requests are in writing and received by **November 16, 2015 5:00 P.M. MST**. Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

Reponses to all questions will be posted on the City's website at <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>. Respondents should not contact members of the City Council or City Staff, other than Haydee Peña, regarding this solicitation.

## **12. Acknowledgement of Solicitation Amendments**

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFP, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

## **13. Proposal/Bid Preparation Cost**

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

## **14. Additional Information**

For further procedural information concerning this Request for Proposal contact the point of contact for contract administration (refer to in the Communication Section for contact details).

## **15. Contract Performance**

The Respondent shall be responsible for the completion of all work set out in the Contract and task orders. All work is subject to inspection, evaluation, and acceptance by City of El Paso. City of El Paso may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract

## **16. Notification to Unsuccessful Offerors**

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

## **17. Acceptance or Rejection of Proposals**

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

## **18. Failure to Respond to Solicitations**

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

## **19. Time**

[RESERVED]

## 20. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

## 21. Protest

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Director, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

## 22. Respondent and Team Members

The Respondent may be a single entity or a group of entities that have come together to respond to this RFP in the form of a joint venture or consortium of one type or another. If the Respondent includes multiple entities, each entity is responsible for providing the information requested, required assertions and certifications, required disclosure and signatures.

The Response may include, and the Respondent may rely on, certain team members who would be contracted by the Respondent to provide the necessary experience in this RFP. Any team members upon whose experience the Respondent depends to fulfill the obligations proposed under this RFP (such as a contractor, architect, attorney, hotel operator, parking manager, etc.) is considered a "key team member" for the purposes of responding to the information requested below. The Respondent may not replace key team members if selected by the City to undertake the Project, without written consent by the City.

## **PART 3 - SCOPE OF WORK**

### **3.1 Proposal Format: Initial Conceptual Proposal (Part 1)**

#### ***Tab 1: Cover Letter & Executive Summary***

Cover Letter: Each response should include a cover letter. The cover letter should (1) identify the Respondent or consortium of private entities that will be directly involved in the Project; (2) identify the principal(s) and include title(s), mailing address, phone number and email address for each; (3) Identify the person(s) responsible for negotiations, key personnel who will be in charge of decision making, and the representative authorized to sign on behalf of the Respondent; (4) acknowledge receipt of any and all addenda published with regard to this RFP on the City's website and accept the City's terms and conditions, also published on the website; and (5) confirm inclusion of the Conflicts of Interest form in the exhibits to the Response.

Executive Summary: Provide a three to five page Executive Summary that highlights the key components of the Project, including, but not limited to, describing the Respondent and specific qualifications and experience with similar projects, highlights of the proposed Project, and an overview of the community impact and benefits of the Project.

#### ***Tab 2: Respondent and Team***

Provide a summary of the Respondent and the proposed team.

1. Respondent: Identify the Respondent, including the legal structure of the entity, joint venture or consortium of private entities and the respective principals of each.
2. Team: Identify the team, to the extent a team is created, specifically as follows: (a) provide a list of all team members and note which team members the Respondent considers "key team members" (company name, primary contact, title, address, telephone and email of each team member and any selected or prospective professional or consultant which may include analysts, general contractor, architects, engineers, attorneys, marketing firms, real estate brokers, hotel operators, parking garage operators and/or consultants, and property management firms); (b) identify all firms that will provide design, construction and completion guarantees; (c) provide an organizational chart that clearly illustrates the team and identifies the roles of each team member, including an overall Project Manager, design professional, consultant or major contractors participating in the development or operation of the Project; and (d) describe the team management structure and the role each team member, partner, and any prospective professional, consultant or major contractor(s) will fulfill in the development or operation of the Project.

Resumes, including specific experience on projects similar to the Project, for key proposed team members should be included in Exhibit A to the response (located in Tab 5).

**Tab 3: Qualifications and Financial Capacity**

1. Overview: Provide demonstrable experience in the development and operation of projects of similar scope and scale to the Project.
2. Specific Experience: (a) Describe relevant experience with respect to the development and operation of other commercial or public-private partnership projects, clearly distinguishing the experience of the Respondent from that of consultants and other team members; (b) describe the length of time Respondent has been in business, business experience, public sector experience, and other current or pending engagements of the Respondent and primary team members.
3. Previous Project List: Provide, for Respondent and for each key team member, up to five prior projects completed within the past ten years of similar size and scope to the Project. For each project identified, include the following: (a) project name and location, and client name and contact information (including address, telephone number, and email); (b) project description including total development costs as completed, year completed, and (for Respondent and General Contractor) budget and schedule adherence; (c) role in the project; and, for Respondent's projects, (d) the financial structure used to finance the project, including the name of the construction lender if applicable, the amount of private debt, the amount of private equity, the amount and nature of any public subsidies or incentives, and the amount and nature of any other sources of funds.
4. Guarantees and Warranties: Describe the design, construction, and completion guarantees for the Project. Provide evidence of willingness and ability of the Respondent's general contractor to provide guaranteed maximum price and completion date with requisite guarantees and bonding.
5. Case Study: Provide one detailed case study of the most relevant comparable project developed by the Respondent. The case study should include: (a) project name and location; (b) if relevant, client's name and location and contact information; (c) project team, including contact information; (d) complete description of project, including type of project, square footage, tenants, plans and photographs; (e) overview of success in completing project on time and on budget; (f) description of any land use or entitlement issues; (g) performance schedule from contract to completion, including stabilization, if relevant; (h) description of financial structure, including an overview of sources and ratio of debt to equity, and the amount and nature of any public incentives or subsidies; (i) an overview of performance evaluation for the project; and (j) description of any public involvement process and challenges or obstacles, if any, arising from that process, including efforts to successfully overcome them. The City will include the contacts provided in the Case Study in the Respondent's references.
6. References: Provide three references for Respondent and for each key team member, with complete contact information (including address, telephone number, and email), in addition to the firms/contacts listed in the Case Study. One of the references for Respondent should be a financial reference.
7. Qualifications Statement: Confirm that Respondent and/or its team members have the requisite technical qualifications and business integrity, and adequate financial resources, bonding capacity, and insurance coverage to complete the Project.

8. **Financial Capacity:** Demonstrate access to financial resources such as the ability to provide equity and secure debt to deliver the Project in a professional and timely manner, including: (a) an overview of Respondent's current real estate portfolio, including the size, value and years of ownership, asset performance compared to initial pro forma statements, and any other relevant information; and (b) a listing and description of all pending projects, including the status, development schedule, financing methods, sources, amounts and financial commitments required of Respondent.
9. **Disclosure:** Respondent and key team members should disclose any of the following to have occurred in the past ten years: bankruptcy filings; payment of liquidated damages; professional/contractual fines, assessments or penalties; judgment or awards in contract disputes; contract defaults or terminations; license revocations, suspensions or other disciplinary actions; prior debarments or suspensions by a governmental entity; denials of pre-qualifications or findings of non-responsibility; safety citations and accident information, including injury rates; criminal indictments or investigations; alleged violations of civil or criminal law; claims on payment or performance bonds; and any funding source action in the past five years, including whether any funding sources or financial institutions have threatened to take or have taken adverse action against the Respondent, such as loan acceleration or foreclosure.

**Tab 4: Proposal**

Provide an overview of the proposed Project, including the following:

1. **Design Concept:** The Respondent's proposal should include a concept site plan, a basic building program and a narrative description that collectively illustrate the location, size, context, and character/quality of the Project, including:
  - a. **Concept Site Plan** – Provide a site plan, in a scale of not less than 1"=32' which encompasses the subject property and portions of contiguous parcels. The preliminary site plan shall indicate all major vehicular and pedestrian entrances and exits, proposed outdoor areas, and the circulation plan showing how the Project relates to public rights of way to and within the site, for walking, cycling, public transportation and motor vehicles.
  - b. **Basic Building Program** – Provide a table of proposed uses for Project including type of use and associated approximate net and gross square footage, number of structured parking spaces (and surface spaces if any), number of units if residential is proposed, and number of guestrooms if a hotel is proposed. Break down the square footage and units by level of each use and indicate the proposed number of levels for each structure.
  - c. **Narrative Description** – Provide a general description of the proposed Project, general architectural character and intended quality of design, structure, exterior and interiors. Identify comparable properties, if any, considered to be indicative of the quality and character of the proposed Project. If a hotel is proposed, describe the levels of service and quality anticipated for the hotel, including hotel brands that may be considered. Describe the types of spaces and amenities anticipated for the hotel (e.g., meeting space, fitness center, etc.). If residential is proposed, describe the associated proposed amenities. If retail is proposed, describe the types of tenants anticipated for the space.
  - d. **OPTIONAL** – Respondent may provide floor plans, sections, elevations, massing diagrams, perspectives, renderings, and or other design information in its proposal, but the inclusion of any such information shall not cause the City to score Respondent's more highly than other proposals that do not include such information.



2. *Project Overview:* Provide the following:

- a. Business Arrangement – Describe the general proposed business arrangements anticipated for the Project (i.e.: hotel operating agreement, multifamily complex management agreement, restaurant and retail, parking management agreement, etc.).
- b. Business Plan – Describe the general plan for the development, financing and operation of the Project. To the extent the Respondent has identified federal, state, or local funding sources or tax or other incentives in the finance plan for the Project, include a description of such sources.
- c. Provide an explanation on how the Project will complement or comply with the City's goal of developing a parking garage for public use and share the risk and expense of this garage with the private sector.
- d. Preliminary Programmatic Development Budget – Provide a programmatic budgeted total development cost per square foot of the mixed-use development by use and cost per square foot and per space of the parking garage.
- e. City Participation – Describe the requested City participation, if any, in the Project plan of finance, including ground lease terms (or other proposed terms for site disposition), and/or any financing, funding or incentives requested from the City. Indicate whether Respondent proposes that the City would receive any fees, payments, or other participation in cash flow from the project in return for any proposed City funding or financing.
- f. Implementation Strategy and Timeline – Describe the implementation strategy for the Project. Provide a preliminary schedule including permits and governmental approvals, design period, construction phasing, completion and opening of the Project.
- g. Miscellaneous – To the extent applicable or known to Respondent, provide the following: other opportunities that will benefit the viability of the Project; adjacent uses and emerging developments that impact the value or influence the use of the Project; general economic development activity anticipated to follow the development of the Project and how the Project can maximize those opportunities; connections to public transportation; and additional components to the Project that provide a civic, educational, cultural or other benefit to the City.

3. *Terms, Special Conditions and Other Considerations:*

- a. State the terms offered and any contingences requested by the Respondent for the Project.
- b. Identify any additional terms or conditions to be included as part of the negotiation process.

**Tab 5: Addenda**

Respondent should use this section to present any additional information such as letters of recommendation, letters of interest from prospective lenders or tenants, or other information that supports the proposal, including Exhibit A: Resumes.

**Tab 6: Certificates & Assertions**

1. *Insurance Certificate:* Certificate of Insurance evidencing the Respondent's current limits of liability for commercial general liability, business automobile liability, and professional liability insurance. Insurance Certificates should be provided for each key team member.
2. *Respondent Information:* The name and address of the Respondent, location of all offices and number of employees in each office, number of years the Respondent has been in existence, assertion that the Respondent is authorized to business in and is in good standing with the State of Texas.

3. *Conflict of Interest:* The Respondent and each key team member shall complete and submit as part of their proposal a Texas Local Government Code Chapter 176 Conflict of Interest Questionnaire.
4. *No Debarment:* For the Respondent and each major contractor that will perform construction or design activities, provide a sworn certification by an authorized representative attesting to the fact that it is not currently debarred or suspended by any federal, state, or local governmental entity.
5. *Reports and Financial Statements:* Provide the most recent credit report or Dun & Bradstreet report and certified financial statements for the past three (3) years of Respondent. Certified financial statements shall include balance sheets, income statements, and statements with changes in financial position of any parent organizations and any materially relevant subsidiaries, identification of any projects with negative cash flows, amount of Respondent's recourse debt, any non-performing loans, and the amount of guarantees and contingent liabilities.
6. *Statement of Public Trading:* If the Respondent is publicly traded, include the stock exchange and trading symbols and a copy of the most recent 10k.

## **PART 4: PROPOSAL FORMAT AND STRUCTURE**

### **4.1 Proposal Format and Structure**

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

Proposals shall be packaged and formatted as follows

1. Pages shall be numbered and organized by paginated table of contents corresponding to the tabbed sections identified herein.
2. Contents shall be printed on 3-hole punched 8 ½" x 11" paper (excepted drawings and renderings as necessary, which shall be printed no larger than 36" x 54")
3. All submissions shall be provided in a sealed envelope marked:

DO NOT OPEN IN MAIL ROOM  
Public Private Partnership Solicitation:  
Request for Proposals for a Development Opportunity  
for a Mixed-Use Urban Development, Including Structured Parking  
RFP 2016-371R  
Respondent's Name  
Mailing Address

In addition, the City requires that all proposals contain the following:

4. Offeror's Proposal – State in succinct terms the Offeror understands of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
5. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which

the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

6. Response must demonstrate your comprehension of the objectives and services from the RFP. Do not merely duplicate the Scope of Work as presented within this RFP.
7. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFP.
8. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFP. A response prepared specifically for this RFP is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFP.
9. References that are not relevant to RFP should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.
10. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). Brochure material will not be considered for review. Only pertinent information should be submitted.

## **FEDERAL MINIMUM WAGE**

The current Federal minimum wage shall be required by the City of El Paso for any contracts requiring an hourly wage rate as part of the bid. In such cases, the awarded vendor's employees shall be paid, at a minimum, the federally mandated minimum wage and the vendor shall be required to submit certified payrolls, when requested, to verify the wage rate requirement.

If the federally mandated minimum wage is increased during the term of this contract, Contractor may submit a written request for a price adjustment. The City will consider an adjustment only to the extent shown by the Contractor to be necessary to meet increased federal requirements for minimum wage employees included in the bid.

## **PART 5 - PROPOSAL EVALUATION**

### **5.1 Review Criteria & Selection Process**

Responses shall be reviewed first by the Capital Improvement Department to determine whether:

1. The Response serves the public purpose of providing a parking garage for public use in the downtown area;

2. Funding proposed for the Project is reasonably available;
3. The Response is economically feasible and cost effective; and
4. The extent that the Response, on its face, meets the Evaluation Criteria described below.

Based on this preliminary review, the Capital Improvement Department shall prepare a recommendation to the City Manager that the Response either be rejected or presented to the Selection Committee for further consideration.

After receiving the preliminary recommendations, the City Manager shall determine whether to:

1. Cancel the solicitation and not proceed with any further review of the Responses; or
2. Provide the Conceptual Proposals to a Selection Committee to review and analyze in detail and conduct interviews with short-listed respondents; and/or
3. Proceed to rank the responses and commence negotiations with the top-ranked Respondent.

The City reserves the right at all times to reject any proposal or all proposals at any time for any reason in its sole discretion.

## 5.2 Evaluation Criteria

The City's Selection Committee shall review and rank the responses to this RFP based on the following criteria:

1. *Qualifications and Experience*
  - a. Experience working with the public sector on public-private real estate projects;
  - b. Experience with projects of similar size, scope and complexity;
  - c. Extent of available team, logistical resources, and ability to complete the project in a timely and professional manner;
  - d. Demonstrated record of success in past performance on projects of similar size and scope, including on-time and on-budget delivery, compliance with plans and specifications, quality of project, cost control, and project safety;
  - e. Demonstrated compliance with applicable laws, codes, standards, regulations, and agreements on past projects;
  - f. Team structure and leadership;
  - g. Project manager's experience;
  - h. Management and operational experience;
  - i. The general reputation, industry experience, and financial capacity of the Respondent;
  - j. Financial condition and capacity of Respondent; and
  - k. Proposed Project structure, including ownership structure.
2. *Project Characteristics*
  - a. Project scope and scale, land use, and product mix;
  - b. Schedule and timing of Project completion;
  - c. Project analysis;
  - d. Proposed design of the Project;
  - e. Operation and maintenance of Project; and
  - f. Environmental impacts and any condemnation impacts.

### 3. *Project Cost and Financing*

- a. Total investment;
- b. Financial benefit to the City; and
- c. Financial plan, including overall feasibility and reliability of plan, including Respondent's past performance with similar plans and similar projects.

### 4. *Community Impact*

- a. Economic impact the Project will have on the City in terms of tax revenue and jobs generated (including level of pay and fringe benefits);
- b. Compatibility with existing and planned facilities; and
- c. Respondent's plans to employ area subcontractors.

## 5.3 **Evaluation and Award Process**

As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the Offer to be rejected.

- A. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.
- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.
- C. Cost will not be the only consideration in the selection of short listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. The City may request Best and Final Offers (BAFO) and negotiate with the Respondent(s) who fall within the short list/competitive range. If required, only those Respondents within the short list/competitive range may be selected for an oral presentation and/or interview.
- F. The presentation/interview process will be arranged by the Evaluation Committee for purposes of discussion and/or clarification.

- G. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If a Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's immediate previous offer shall be construed as its best and final offer.
- H. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to the City.
- I. The City reserves the right to award this contract to one Respondent, to make multiple awards and to award without discussions. The city may reject any or all offers if such action is in the City's interest, award contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- J. Proposals that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- K. The successful Offeror's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

## **PART 6 - MANDATORY SUBMITTALS**

- 6.1 Business Information Certification
- 6.2 Non-Collusion and Business Disclosure Affidavit
- 6.3 Indebtedness Affidavit
- 6.4 Direct Deposit Sign-up Form
- 6.5 Attachment "A" – Contract Clauses



## **SECTION D FORMS**

### **BUSINESS INFORMATION CERTIFICATION**

Mark all that apply.

- |                                                   |                                                                                                                            |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise                                                                 |
| <input type="checkbox"/> Wholesaler               | <input type="checkbox"/> Asian - Pacific American                                                                          |
| <input type="checkbox"/> Retailer                 | <input type="checkbox"/> Black American                                                                                    |
| <input type="checkbox"/> Franchised Distributor   | <input type="checkbox"/> Hispanic American                                                                                 |
| <input type="checkbox"/> Factory Representative   | <input type="checkbox"/> Native American                                                                                   |
| <input type="checkbox"/> Other _____              | <input type="checkbox"/> Woman Owned Business                                                                              |
| <input type="checkbox"/> Large Business           | <input type="checkbox"/> Handicapped                                                                                       |
| <input type="checkbox"/> Small Business           | <input type="checkbox"/> Local Business Enterprise                                                                         |
|                                                   | <input type="checkbox"/> HUB State Certified Historically Underutilized Business<br>(please furnish copy of Certification) |

**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:** A business with a Tier 1 or Tier 2 principal place of business within in incorporated city limits of El Paso, Texas.

**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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**City Of El Paso  
Purchasing & Strategic Sourcing Department**

**NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT**

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

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, 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. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to *2016-371R DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO –Economic Development*:

\_\_\_\_\_ (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND 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.**

4. I have listed in **Paragraph 10** below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in **Paragraph 10** below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in **Paragraph 10** below the reason for or circumstances surrounding the termination.



9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

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*(Attach additional pages if needed)*

***Attached are the following:***

Certificate of Organization (required by **Paragraph 5**)

Taxpayer Identification (required by **Paragraph 9**)

**I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.**

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires



**City Of El Paso  
Purchasing & Strategic Sourcing Department**

**INDEBTEDNESS AFFIDAVIT**

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ [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: \_\_\_\_\_ [Contracting Entity’s Corporate or Legal Name] (hereafter, “**Contracting Entity**”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2016-371R DEVELOPMENT OPPORTUNITY FOR A PUBLIC PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN DEVELOPMENT, INCLUDING STRUCTURED PARKING AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN EL PASO – Economic Development*, 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 or Other (select below):**

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, 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	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

**5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):**

Name	
Business Address [No./Street]	
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 Contracting Entity that is an apparent low Offeror or successful Offeror 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:

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

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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.**

SUBSCRIBED AND SWORN to before me on this

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

**CITY OF EL PASO PURCHASING DEPARTMENT  
VENDOR INFORMATION FORM**

**This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.**

\_\_\_ Add \_\_\_ Update \_\_\_ Inactivate \_\_\_ Vendor \_\_\_ Contractual Employee \_\_\_ City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. – Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: \_\_\_\_\_ City Department: \_\_\_\_\_ Tel. # \_\_\_\_\_

**VENDOR SALES ADDRESS:** If same as W-9 check box ☐

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Page: \_\_\_\_\_

**VENDOR STATUS:**

- (Yes \_\_\_) (No \_\_\_) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
- (Yes \_\_\_) (No \_\_\_) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)
- ( \_\_\_ ) Black Americans ( \_\_\_ ) Hispanic Americans
- ( \_\_\_ ) Native Americans ( \_\_\_ ) Asian-Pacific Americans
- (Yes \_\_\_) (No \_\_\_) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
- (Yes \_\_\_) (No \_\_\_) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
- (Yes \_\_\_) (No \_\_\_) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
- (Yes \_\_\_) (No \_\_\_) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

**CITY OF EL PASO EMPLOYEES** (IRS-Withholding not required for the following items)

\_\_\_ Pension \_\_\_ Refund \_\_\_ Mileage \_\_\_ Reimbursement \_\_\_ Settlement \_\_\_ Travel Request \_\_\_ Tuition Reimbursement

**CONTRACTUAL EMPLOYEES OR VENDORS**

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

**IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),**

___ Wages (Withholding / Default Class 7)	___ Juror (No Withholding / No Default Class)
___ Goods (No Withholding / No Default Class)	___ Services (Withholding / Default Class 7)
___ Settlement / Attorney Proceeds (Withholding / Default Class 14)	___ Rental Property (Withholding / Default Class 1)
___ Medical & Healthcare (Withholding / Default Class 6)	___ Stipend (No Withholding / No Default Class)
___ Garnishment Vendor (No Withholding / No Default Class)	___ Corporation (No Withholding / No Default Class)

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**City of El Paso**  
**ACCOUNTS PAYABLE**  
**DIRECT DEPOSIT SIGN-UP FORM**

This form is used to collect important information to enroll, update or change your Direct Deposit request. Please complete and return to the Purchasing & Strategic Sourcing Department; see contact information provided below. For assistance, please call 915-212-1185.

**Part I – Vendor / Employee Information**

Name of Payee (Print) \_\_\_\_\_  
Federal Taxpayer ID Number or Employee KRONOS ID# \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail (Print) \_\_\_\_\_

**Part II – Direct Deposit Information**

Action Requested:      ☐ Start Direct Deposit    ☐ Stop Direct Deposit    ☐ Change Direct Deposit  
Name of Financial Institution: \_\_\_\_\_  
Routing Number (must be nine digits): \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_  
Account Type:                      ☐ Checking    ☐ Savings

For convenience, you may attach a voided check.

Do not use a deposit slip as some banking institutions do not display the correct routing number on deposit slips.

**Part III – Terms and Conditions**

I hereby authorize and request the City of El Paso to initiate credit entries and if necessary, a debit entry in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error, to my account at the financial institution named. The electronic payment is to remain in effect until withdrawn by written notification to the City of El Paso. Funds that are sent to a closed bank account are returned by the banking institutions within five (5) business days. Re-issued payments will be made when funds are returned to City of El Paso.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1st floor – EL PASO TX 79901  
Fax 915-212-0044





## **ATTACHMENT A**

### **CONTRACT CLAUSES**

#### **1. TYPE AND TERM OF CONTRACT**

This is a Request for Proposal Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be upon negotiated terms commencing on the date the Contractor receives a written notice of award. Delivery of the notice of award shall be by Email or US Postal Service.

#### **2. INVOICES & PAYMENTS**

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

#### **3. CONTRACTUAL RELATIONSHIP**

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

- 4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]**  
**Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.**

#### **5. GRATUITIES**

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.



## 6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## 8. TERMINATION [Rev. 06/07/97]

### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

## 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

## 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

## 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

## 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

### 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

### 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

### 18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

### 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

### 20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence  
\$1,000,000.00 – General Aggregate  
\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, Texas 79901-1153  
Attn: Haydee Peña, Purchasing Agent

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

**Failure to submit insurance certification may result in contract cancellation.**

### 21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

### 22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Cary Westin  
Economic Development Managing Director  
Telephone: (915) 212-1614  
Email: WestinCS@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> Floor  
El Paso, TX 79901-1153  
Attn: Haydee Peña, Purchasing Agent

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

## 23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

## 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

## 25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

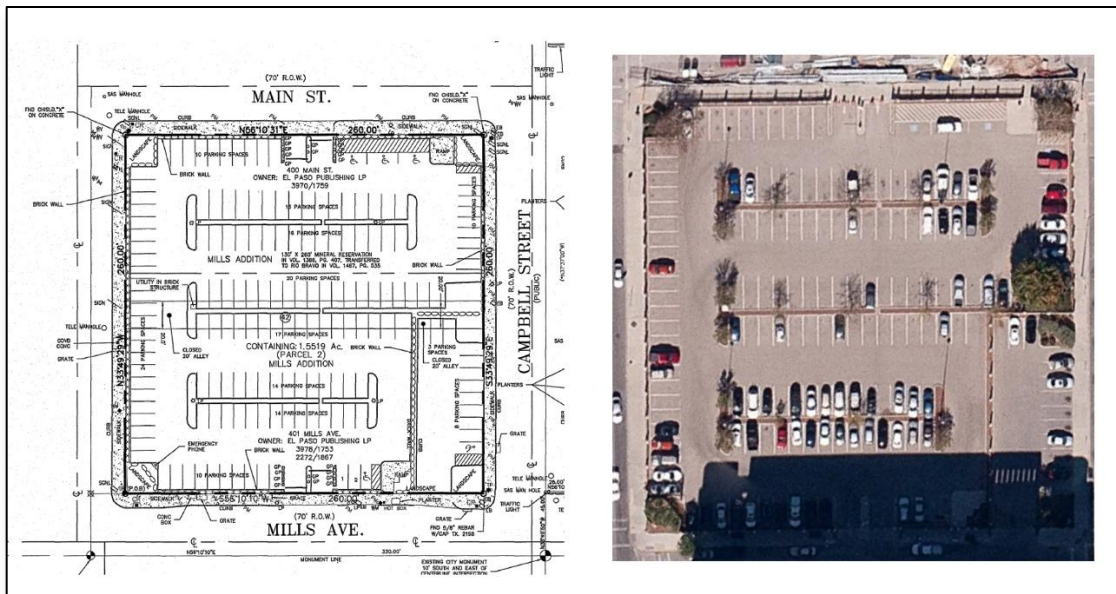
The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

### Urban Mixed Used Development Site: “El Paso Times Lot”

**Site Description:** The development site is located in downtown El Paso, directly across the street from City Hall (“City 1”) at the intersection of Mills Avenue and Campbell Street. It is approximately 67,600 sqft in size (1.55 acres). No buildings are present on the site, and the full block is available for redevelopment.

- Legal Description - PARCEL 1: BEING A PORTION OF LOT 1, BLOCK 1, EL PASO TIMES SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.  
PARCEL 2: ALL OF BLOCK 42, INCLUDING A 20' CLOSED ALLEY ANSON MILLS MAP ADDITION AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.
- Current Zoning: C5 and C5c. The site is also located in El Paso's downtown Tax Increment Reinvestment Zone (TIRZ) and may be rezoned by mutual agreement to suit a specific development program.

### Project Site Illustration



**Proposed Use:** Urban format, architecturally significant and unique, multistory, mixed use building, and parking garage.

**Proposed Minimum Development Requirements for Public Private Partnership (PPP):** The City of El Paso is seeking a development partner for the full downtown block pictured above. A myriad of potential partnership structures and incentive programs are available ranging from fee and property tax waivers to long term low cost leases and development partnerships for projects meeting the minimum criteria described below.

- Urban format building occupying full development site
- 200 units residential (sale or rent)
- 30,000 sqft ground floor retail
- 75 percent retail frontage on ground floor
- 700 parking spaces for City use
- Additional parking to be constructed by developer above City requirements
- Shared parking program (City and developer)
- Other uses that add density or value to the site are strongly encourage

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## **EXHIBIT “C”**

### **PROPOSAL**



# CITY OF EL PASO, TEXAS DETAILED PROPOSAL

DEVELOPMENT OPPORTUNITY FOR A PUBLIC  
PRIVATE PARTNERSHIP FOR A MIXED-USE URBAN  
DEVELOPMENT, INCLUDING STRUCTURED PARKING  
AT MILLS AVENUE AND CAMPBELL IN DOWNTOWN  
EL PASO

SOLICITATION NO: 2016-371R

AUGUST 17, 2016



MEYERS GROUP DEVELOPMENT, LLC . II SABES, LP . KKAID . MOSS . GREENBERG TRAURIG

# QUICK REFERENCE OF MODIFICATIONS AND NEW SUBMISSIONS

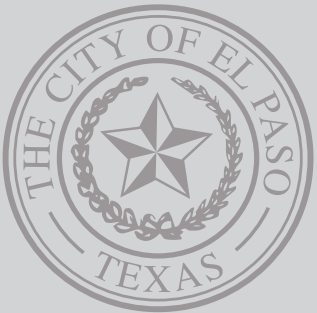
## PAGE

17	Named Project Manager (Respondent Team Members Section, Tab 2)
19	Added named Project Manager to Org Chart (Organizational Chart, Tab 2)
20	Specified Project Manager in Team Management description (Team Management Structure, Tab 2)
22	Included additional project Respondent is in process of developing in El Paso (Overview, Tab 3)
23-24	Included additional El Paso projects being developed by Messrs. Meyers and Aguilar (Specific Experience, Tab 3)
26	Added Mr. Lamondin's project management role in La Perla (Case Study, Tab 3)
27	Added Mr. Lamondin's project management role in the Vue (Case Study, Tab 3)
45	Updated contact information for references (Case Study, Tab 3)
59	Added recent acquisition (Financial Capacity, Tab 3)
83-84	Modified business term (Project Overview, Tab 4)
179	Updated Developmental Analysis/Life Cycle Cost Analysis (Mandatory Submittals)
	Developmental Budget (Mandatory Submittals)
180	10-year operating proforma for hotel
181	10-year operating proforma for retail and residential
182	Assumptions for financing and ownership
183	Compliance with Basel III requirements
184-5	Lender term sheets



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## TAB 1/ INTRODUCTION

## COVER LETTER



February 22, 2016

City of El Paso  
Purchasing and Strategic Sourcing Department  
300 N. Campbell, 1st Floor  
El Paso, Tx 79901-1153  
Attention: Director

**Re: Solicitation No: 2016-371R; Development Opportunity for a Public Private  
Partnership for a Mixed-Use Urban Development, Including Structured  
Parking at Mills Avenue and Campbell in Downtown El Paso**

Dear Director,

Please accept this application for the above-referenced RFP. The applicant - Respondent is a joint venture between Meyers Group Development, LLC and II Sabes, LP, headed by Stuart I. Meyers and Richard Aguilar, respectively. As the application demonstrates, both are highly accomplished and forward-thinking innovators in the industry whose visions have done much to shape the communities in which they've focused, particularly in El Paso and South Florida. Our Team brings together a terrific combination of players experienced in all facets of development and construction. Meyers Group Development and II Sabes recognize and appreciate the important responsibility that comes with this opportunity and are committed to ensuring this project is a success for both the local community and for the City of El Paso.

We would like to extend our gratitude to the Department, the Mayor, and the City Commission for the opportunity to present our vision for the development of this Downtown El Paso mixed-use development site. We share the City's enthusiasm to develop a project that will set a new standard and be a catalyst for new investment towards the continued revitalization of our downtown. As both residents of the City of El Paso and business owners in this City we look forward to working with the City to make this vision a reality.



The undersigned hereby acknowledge receipt of any and all addenda that has been published with regard to this RFP and confirms the inclusion of the Conflict of Interest Form in the exhibits of the submittal. Please see attached for Principals and Key Personnel and contact information as well as the other information requested.

Respectfully,

---

Stuart I. Meyers  
President  
Meyers Group Development, LLC

---

Richard Aguilar  
CEO  
Il Sabes, LP



## PRINCIPALS

The Principal of Il SABES is Richard Aguilar. The Principal of Meyers is Stuart I. Meyers. Both personnel will be in charge of decision making.

**RICHARD AGUILAR**

Principal/Founder/CEO

Il Sabes, LP

**STUART I. MEYERS**

Principal/Founder/CEO

Meyers Group Development, LLC

## OTHER KEY PERSONNEL

The following will be authorized to negotiate and sign on behalf of the Respondent.

**RICHARD E. AGUILAR**

COO/ Owner's Representative

**ALAN LOSADA**

CEO/ Owner's Representative



## EXECUTIVE SUMMARY

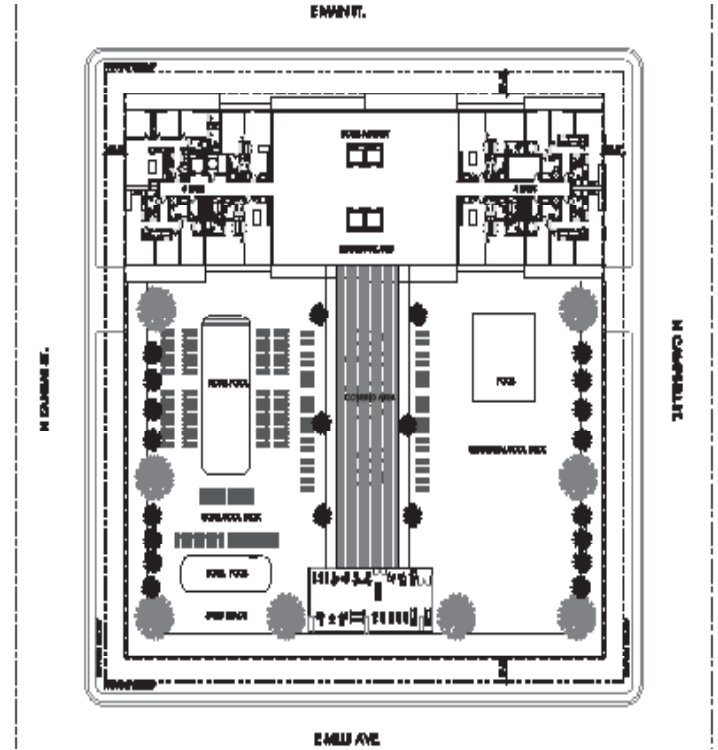
This proposal was conceived and developed with a vision towards transforming Downtown El Paso into a flourishing city center; an attractive and vibrant place to live, work, and visit. Located close to the convention center, baseball stadium and office space, our proposal was designed to integrate into the existing features and landscape, and to also help lay the necessary foundation for the area's continued growth and revitalization. Our larger vision represents the actualization of a much anticipated, smartly developed urbanized area that will give El Paso yet another feature to be proud of.

Our design creates an iconic mixed-use landmark development and includes a combined total of 360 luxury apartments and hotel units with shared amenities, and 35,000 square feet of ground-level retail. The emphasis for all aspects of the project is on the quality of life it will offer its users, including those living and working in the city, and for tourists who will increasingly be looking to Downtown El Paso as a destination for fun and enjoyment. A key component of the proposal is that it offers 1,104 new parking spaces, 700 of which will be owned by The City of El Paso and exclusively designated for the public. This will help alleviate parking challenges and also make the downtown area a more inviting destination for the surrounding communities.



*Conceptual Rendering of the proposed project*

Our conceptual plan offers an alluring opportunity for those who work in Downtown El Paso to live nearby. In addition to providing attractive residential amenities, there will be other positive synergies with the hotel's integration. The design's features and amenities include two pools and a fitness/spa center. And by connecting retail spaces including a restaurant and grocery, the residential experience will be all the more convenient and community-oriented. Residents will also have use of other select hotel services such as concierge and room service, and will enjoy the ease of locating a place for visiting family and friends to stay. The hotel and residential combination will also be positive for the retailers who will benefit from seasonal traffic, but will also have year-round residents as well.



*Conceptual of Amenity Deck*



*Conceptual Elevation of First Floor Retail*



Meyers Group Development "Meyers Group" was founded by its Principal Stuart I. Meyers, who is also co-founder of The Cornerstone Group. Over a span of 20 years, Mr. Meyers and his Cornerstone partners developed over 15,000 residential units, comprising about 60 rental communities through the State of Florida. His accomplishments with Cornerstone also include developing luxury condos, including the acclaimed La Perla, located in Sunny Isles Beach, Florida. Cornerstone employed over 500 employees and as a vertically-integrated developer, included development, construction, and property management companies. Executives at Meyers Group also have experience working on some of Miami's most iconic developments such as Icon Brickell. Their team also has a vast amount of experience in new urban mixed use high rise downtown transformative developments that incorporate hotel, condominiums, rentals, and retail. In addition to having experience developing multifamily apartments and luxury condos, Meyers Group has also been a leader in working with local, State, and Federal Government Partners in the development of quality affordable housing.



*Icon Brickell - Miami ,FL*



Il Sabes with its relationship to EPT Land Communities is the compilation of over 30 years of applied real estate development and management knowledge. This knowledge ranges from real estate law and banking, to acquisition, design and project construction management. The blending of this experience has created a very unique and dynamic approach to developing residential and commercial environments that contribute to our personal and professional quality of life concerns. Richard Aguilar and partners at EPT have shown with their Montecillo development and ambitious plans the vision, style, and success required to work with El Paso on this important catalyst for the continued implementation of El Paso's 2016 Downtown Plan.

The Respondent and its Members bring strong and unparalleled experience, spanning all aspects of

development. As detailed more below, Respondent also brings other leading and accomplished professionals to its team, including Kobi Karp Architecture and Interior Design (KKAID). KKAID is an internationally renowned firm providing creative and innovative design solutions in hospitality, retail, and high-rise residential developments. KKAID has designed over \$36 billion in mix-used commercial, residential and multifamily properties worldwide.

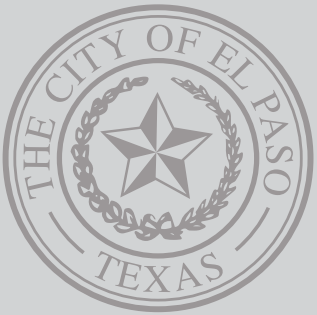
The development team also includes Moss & Associates, a standard-bearer in the construction industry. With over 500 employees, Moss' expertise includes construction management at-risk and design-build services on mixed-use, high-rise, residential, and hospitality projects constructed in urban environments, as well as projects for public entities.

In all, Meyers and Il Sabes have assembled a development team that is second to none in talent and ability to deliver.



*The Venue at Montecillo, El Paso*





## TAB 2/ RESPONDENT & TEAM

Respondent is Meyers Group Development, LLC, a Florida limited liability company ("Meyers Group") and II SABES, LP ("II Sabes"), a Texas limited partnership. Meyers Group and II Sabes or their affiliates will create a joint-venture limited partnership entity for the project.

Any financial statements or other financially related forms and submissions for Meyers Group Development shall be provided by FLP.

II Sabes, LP is a Texas Limited Partnership closely held

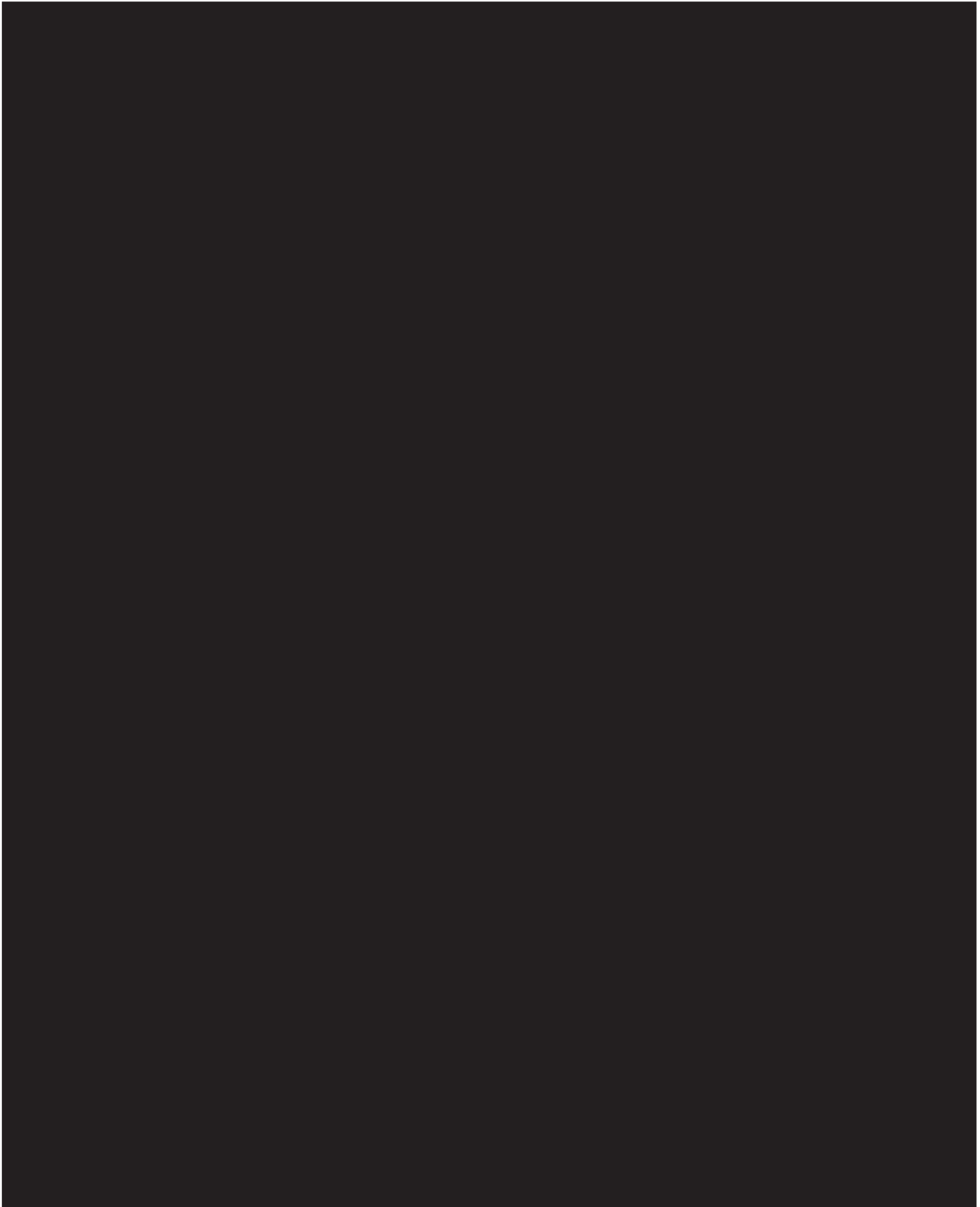


*The Vue - Fort Lauderdale, FL*



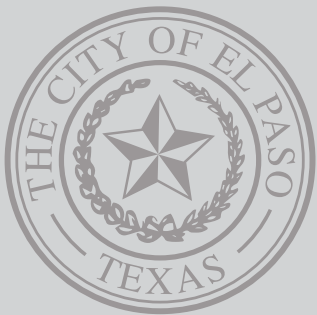






handled by Meyers Group personnel





## TAB 3/ QUALIFICATIONS & FINANCIAL CAPACITY



Through its joint venture entity-Principals, Respondent has combined 40 years' experience developing and operating real estate. Respondent's development experience spans many niches including high-rise luxury condo developments, over 10,000 multifamily rental units in El Paso and various other locations throughout Texas, and approximately 15,000 multifamily rental units developed throughout the State of Florida. On the operational side, Respondent has combined experience managing approximately 25,000 rental units spanning over 115 distinct residential communities.

Respondent has extensively worked with and partnered with the public sector, particularly in the development of rental units in Florida and land development in El Paso. By way of example, this includes procuring municipal bonds, federal grants, and providing various community services in partnership with non-profit organizations in addition to working with the City to craft El Paso's first smart-code development known as Montecillo, which has already proven success and created excitement for each new project being developed there. Executed Chapter 380 and 381 agreements indicate the commitment to the successful development of Montecillo by the City, County, and developer. Respondent is currently finalizing an agreement with the City of El Paso to support its efforts to rehabilitate the iconic Camino Real Hotel, located in downtown El Paso.

Many of these activities entailed a demonstration of expertise with various state and county HUD regulatory and compliance programs for programs and initiatives to bring much-needed housing to costly developmental locations such as South Florida.



The following are examples of specific development and operational experience of the Respondent and Team Members:

#### RESPONDENT-PRINCIPAL STUART I. MEYERS

An understanding of Stuart I. Meyers's development experience begins with his expert abilities in conceptual planning and site selection. Through his bold vision and innate ability to identify a site's best use, Mr. Meyers helped The Cornerstone Group achieve its 20-year success in building quality affordable housing and growing the company's assets to \$1 Billion, making it the 14th largest builder nationwide in 2008. Mr. Meyers also has a seasoned understanding of finance and exhibits much creativity in financial structuring, always ready to "think outside of the box." All of these skills and attributes helped pave the way for his being named Builder of the Year by both the National Association of Homebuilders and Multifamily Executive Magazine.

Mr. Meyers sought out sites for Cornerstone's multifamily rental projects as well as its high-rise condominium developments, ultimately developing approximately 60 distinct rental communities and five condominium developments. The condo developments included three high-rise projects. He also took the lead in negotiating with lenders and securing financing. For Cornerstone's programs

which qualified for federal tax credits, the typical financing structure included bonds issued through Florida Housing Finance Corporation or a county Finance Housing Authority. These projects also secured subsidy financing, often from local county housing programs. For Cornerstone's high-rise products, Mr. Meyers secured construction loans from a variety of banks, which typically converted into conventional mortgages upon stabilization.

Finally, Mr. Meyers has vast experience raising capital through investor equity, and worked extensively with major institutions interested in partnering in projects as a limited partner.

Mr. Meyers, who has resided in El Paso for over ten years, is also seeking various other opportunities in El Paso and eagerly looks forward to contributing to the City's development and path of smart growth. His vision and drive for improving the City is unparalleled.

Mr. Meyers, who has resided in El Paso for over ten years, is also seeking various opportunities in El Paso and eagerly looks forward to contributing to the City's development and path of smart growth. His vision and drive for improving the City is unparalleled. One such project is acquiring and restoring the Camino Real Hotel in downtown El Paso. Mr. Meyers is also planning Shadow Mountain, a mixed-use development on the west side of the city.



### RESPONDENT-PRINCIPAL RICHARD AGUILAR

With almost 20 years of experience in development and acquisition, Richard Aguilar and his firm, EPT Land Communities, continues to set the standard for multifamily housing in El Paso and its surrounding communities. Mr. Aguilar has successfully and consistently delivered top-notch product, adding to and enhancing local housing supply. His talents include identifying and realizing untapped potential for adding value for any new and existing project, and for consistently achieving these objectives under-budget. Mr. Aguilar and his companies have been at the forefront of "new urbanism," a smart and integrated design technique that provides both a better quality of living for its residents while increasing operating revenue – a win-win model for EPT, its partners, and residents alike. Mr. Aguilar is also partnering with Stuart Meyers to acquire and restore the Camino Real Hotel, an ambitious undertaking to revitalize downtown El Paso.

Mr. Aguilar also oversees and is a principal of Integrity Asset Management, Inc. This property management company contracts with over 10,000 units, comprising approximately 60 rental communities in El Paso and other Texas locales. Its business model centralizes and streamlines management, and its ability to manage projects at a fraction of the typical cost has allowed it to maintain a competitive advantage over other property management companies in El Paso.

Over the years, Mr. Aguilar has established himself as a congenial professional whom stakeholders across the spectrum are eager to work with. Living and raising his family in El Paso, Richard Aguilar's business acumen and talents are strengthened by his longtime personal investment in and love for the City and its community.

### TEAM-MEMBER ALAN LOSADA

Alan Losada has 25 years of diversified real estate experience, eleven of which were spent with Florida's largest real estate firm, the Related Group. As Vice President of Operations, Mr. Losada effectively managed a sizable staff of managers, controllers, accountants, and other various development professionals and oversaw all aspects of project development, including finance, acquisition, and construction. In addition to his ability to manage projects and staff, Mr. Losada has a solid and hard-earned reputation for immersing himself in any aspect of development in order for a project to succeed – no matter how big or small a task.

In all, Alan Losada has overseen the acquisition of over \$4.3 billion in development loans as well as over \$200 million in various acquisition loans. He also played prominent roles in the financing and developing of over 10,000 rentals and luxury condominium units, including the Icon Brickell, as discussed elsewhere in this proposal.





#### TEAM- MEMBER MOSS & ASSOCIATES

Moss is a leading, privately-held construction firm headquartered in Florida. With local El Paso office and nine other regional offices in the United States and US Virgin Islands, Moss focuses on construction management at-risk, design-build, and public-private partnerships. Our diverse portfolio encompasses a wide-range of sectors, from mixed-use and residential developments, to hospitality, education, justice, and solar energy.

Moss has contracted directly public entities (e.g., municipal, criminal justice, public safety, education, recreation, stadiums), as well as partnering with development teams on similar mixed-use projects.

In 2014, Moss merged with Hunt Building Company, LTD a wholly owned group of Hunt Companies headquartered in El Paso, taking over all on-going construction operations, as well as teaming with Hunt's development division on projects across the nation. Team members Tom Philley and Robert Cabello are overseeing construction for Hunt Development's contract for the Department of Housing and Urban Development (HUD) Rental Assistance Demonstration (RAD) program within the city of El Paso.

Moss also has extensive experience working with Kobi Karp on a variety of projects including a recently

completed \$101 million waterfront condominium property in Sunny Isles, Florida as well as an ongoing 64,000-square-foot, 109-unit, hospitality project in Miami, Florida.

Moss has never been denied a bond by a surety. We focus on building repeat business and this is done by ensuring that all of our projects have the necessary resources to successful.







## LA PERLA OCEAN RESIDENCES SUNNY ISLES BEACH, FL

Client: Individual sales  
Type: Luxury condo / 322 units  
Completion Date: 2007  
Total Cost: \$112M (including land & soft cost)  
Construction period: 26 months  
Budget adherence: Met  
Fincial Structure: Wells Fargo ( construction lender)  
Private debt: 85% of cost

Role: In addition to site selection, Stuart I. Meyers arranged the financing with the construction lender. Mr. Meyers oversaw the project from zoning through construction.

This luxury residential building is located in Sunny Isles Beach on exclusive oceanfront park that welcomes residents into the property's grand entry, with cascading fountains and tropical landscaping. The new structure is positioned at the end of a bridge, giving visual access for miles to Sunny Isle's historic wooden pier at the end of the property. The landscaped lanai deck, adjacent to the pier and artificial reef, is the perfect location for residents to enjoy the beachfront views. The development provides its residents with multiple private amenities including access to a beach front spa, cardio-fitness center, sports lounge, business center, game room with billiards and a restaurant.

La Perla was built by Stuart Meyers, along with his former Cornerstone Group partners, the project was managed by Richard Lamondin. It contains 326 condominium units, and virtually all units provide views of the Atlantic Ocean. Alliance Construction, LLC., a Cornerstone affiliate did the construction and rebuilt the adjacent Pier Park for the City of Sunny Isles in 2004 and 2005. Despite enduring 5 named hurricanes during the 2 year construction process, the building was delivered on budget and on time. The lender was a consortium led by First Union Bank which also provided a mezzanine loan in excess of \$20 Million. The overall budget was approximately \$112 Million.

AIA Award of Merit, La Perla Ocean Residences, 2007







## THE VUE FORT LAUDERDALE, FL

Client: Individual sales  
 Type: Luxury condo & Beach club/ 157 units & 23 ocean cabanas  
 Completion Date: 2005  
 Total Cost: \$66,200,00 (including land & soft cost)  
 Construction period: 22 months  
 Budget adherence: Met  
 Financial Structure: Wells Fargo (construction lender)  
 Private debt: 85% of cost

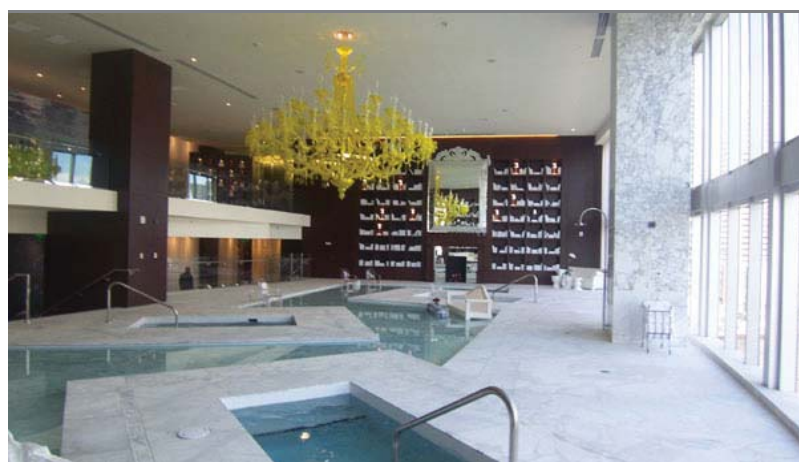
Role: Mr. Meyers arranged for all financing and provided direction to all Cornerstone Group's Development personnel.

Located at the heart of Fort Lauderdale, The Vue is a luxury condominium complex with stunning interior features and upscale amenities. Divided amongst two 16-story towers, there are 157 luxury one-, two-, and three-bedroom private residences. Vue Residences feature spacious floor plans and wrap around balconies with spectacular direct ocean views. Private residences in The Vue range in size from 900 square feet to just over 1,800 square feet.

Vue Residences feature spacious floor plans and wrap around balconies with spectacular direct ocean views as well as views overlooking the Intra-coastal Waterway, Hugh Taylor Birch State Park and Downtown Fort Lauderdale. There's a sundeck with whirlpool spa and climate-controlled lap pool and even a state-of-the-art fitness center overlooking the Intra-coastal Waterway. The Vue's Cabana Beach Club spans two floors and has its own pool and whirlpool spa, wet bar and 23 cabanas. The VUE was project managed by Richard Lamondin.







## ICON BRICKELL COMPLEX MIAMI ,FL

Client: Individual sales  
 Type: Luxury condo/ 1794 units & hotel  
 Completion Date: 2009  
 Total Cost: \$960M (including land and soft costs)  
 Construction period: 22 months/phase  
 Budget adherence: Met  
 Financial structure: HSBC & Bank of America (construction lender/ 80% of cost)  
 Private debt/equity: 5% equity  
 Other funding sources: sales deposits (10%), mezzanine debt (5%).

Role: Alan Losada's involvement as Related Group's VP of Operations included financing, general contractor and hotel flag negotiation, and general supervision of the project and its personnel.

Located at 475 Brickell Avenue, Icon's architecture, by the world renowned firm Arquitectonica, is unique and ultra-contemporary, perfectly paired with the interior design by Philippe Starck. Its Olympic-length pool overlooking Biscayne Bay, outdoor fireplace, exceptional spa, and its lushly landscaped outdoor living room are some of the distinct amenities that make this building a true icon.

This complex consist of three skyscrapers and the Icon Brickell Plaza, connecting the towers at their base. Tower I rises 57 stories with 713 total units; Tower II rises 57 stories with 561 total units; and Tower III, also known as the Viceroy Tower, rises 50 stories with 444 condo units and 148 hotel rooms. Icon Brickell amenities, well-reputed for being over-the-top and impressive, include a 300-foot long swimming pool, a 50-person hot tub, café with poolside food and beverage service, movie theater, 24-hour valet parking, 24-hour full-service concierge, and a 28,000 square foot spa and fitness center operated by the Viceroy Hotel.







## 50 BISCAYNE MIAMI, FL

Client: Individual sales  
Scope: Luxury condo/ Retail  
Residential Units: 451  
Completion Date: 2008  
Total Cost: \$171M  
Residential Units: 528  
Budget adherence: Met  
Fincial Structure: LaSalle Bank ( construction loan)  
Private equity: 15%

Role: As Related Group's VP of Operations, Mr. Losada arranged for financing and was responsible for general supervision of the project.

50 Biscayne is a fifty-seven story skyscraper condo in the Central Business District of Downtown Miami. This high end condo has brightly colored murals and abstract - curvaceous columns followed by a magnificent three-story lobby that highlight the vibrant tone of the building. The tower is 554 feet tall / 55 floors and contains a 13,000 square foot of upscale commercial space at street level, such as Safi and D'Oro Caffè.

The building's amenities deck located on the 10th floor is an urban oasis which includes an infinity edge pool, lush tropical landscaping, daybeds, cabanas as well as a spacious skylobby with spectacular skyline and water views, party room and a clubroom equipped with a bar, warming kitchen and billiards. The 12th floor features a fully operational spa and state-of-the-art fitness center with breathtaking views of the bay. The building features two type of residential units: fully furnished and finished studios and one-bedroom PARK SUITES located on floors 4th through 9th and studios, 1, 2 and 3 bedrooms RESIDENCES on floors 14th through 54th.







## LOFT II

MIAMI FL, 33132

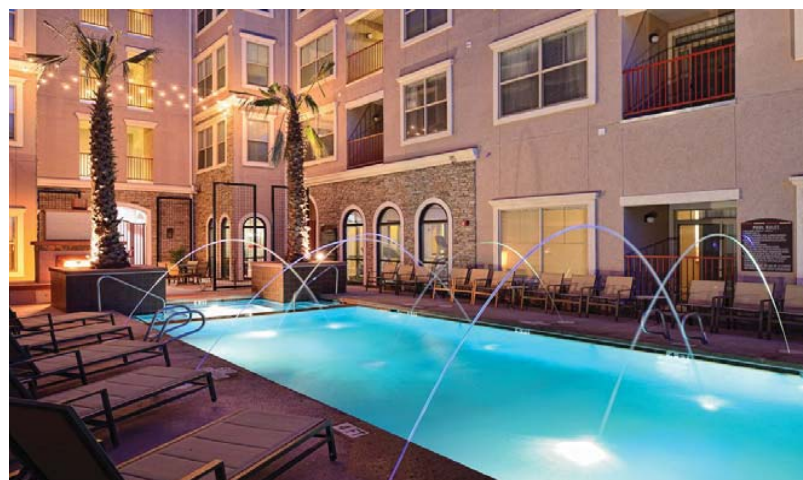
Client: Individual sales  
 Scope: Luxury condo/ Retail ( 496 units)  
 Completion Date: 2009  
 Total Cost: \$191M  
 Schedule adherence: 20 months  
 Budget adherence: Met  
 Fincial Structure: Wachovia bank ( construction loan)  
 Private equity: 15%

Role: As Related Group's VP of Operations, Mr. Losada arranged for financing and was responsible for general supervision of the project.

Lofts II Downtown is a 36-story high-rise building that overlooks the Biscayne Bay and downtown Miami. The building was designed abutting the First Street Metromover stop in downtown Miami. Construction was completed in accordance with the Metromover requirements. The Loft II is one of the few buildings in Miami that has its pool on the roof. State-of-the-art fitness center is also on the roof, located in a glass enclosure overlooking the city views. Other amenities include a spa and lava rock sauna, attentive services, 24-hour controlled access. Retail occupies the bottom floor, while floors 2-36 are residential lofts and condominiums. The Loft 2 has 496 one to two bedroom lofts and penthouse with 620 to 1,153 square feet of living area. The residences feature high-tech, loft-style luxury from soaring 10-foot ceilings (16-feet in the penthouses) to stained concrete floors, Italian cabinets in kitchens with stainless steel appliances and chic terrazzo trim, and baths gleaming with Italian cabinetry and marble countertops







### THE VENUE AT MONTECILLO APT. EL PASO, TX

Type: Multifamily rentals & retail (290 + 15,000 SF Retail)  
Completion Date: 2012

Total cost: \$26,855,565

Construction period: In development

Budget adherence: On target

Financial Structure: Each phase is financed separately using local/regional banking sources, upon completion/stabilization financing is converted to permanent using sources such as FNMA, CMBS, or HUD

Role: Mr. Aguilar selects the sites, arranges for financing, negotiates the all contracts, and maintains constant communication with the construction and development teams. Working directly with these teams ensures efficiency and productivity, and also ensures that the vision for the project comes to fruition. Mr. Aguilar's involvement is found at all stages including design, layout and finishes. For all aspects of involvement, Mr. Aguilar brings his depth of his knowledge of El Paso's market, and in particular his ability to provide residents with a desired product which is not being met by other developers.

The Venue at Montecillo Apartments is an 8.727 acre, 290-unit, 4-building, 4-story, wood frame apartment complex in El Paso, TX. The site is split into Units 1 & 2. Exterior features are stucco and manufactured stone along with concrete roof tiles. All four buildings each contain an elevator and trash chute. Buildings 1, 2, and 3 all contain retail space on the first floor. The retail space totals 14,940 square feet.

Buildings 1, 2, and 3 all have central courtyards, with Building 2 having two courtyards. Pools are located in the courtyard of Building 3, and the right courtyard of Building 2. Parking will be uncovered and situated throughout the site, surrounding each building. The clubhouse is located in the first floor of Building 2 and contains a lobby, leasing office, clubroom with kitchen and fireplace, mailroom, workroom, two offices, business center and a fitness room.







## SUMMERSTONE APARTMENTS

EL PASO, TX

Type: Apartments (70 units)  
 Completion Date: 2008  
 Total Cost: \$5,604,000  
 Budget adherence: Met  
 Fincial Structure: First National Bank( construction loan), Federal National Mortgage Association( Permanent loan)

Role: After being approached by a partner to jointly construct this community Mr. Aguilar obtained the financing, assisted with design and development, and worked with his management team to provide the features and amenities he felt would meet the needs of this particular submarket, resulting in nearly 100% occupancy by the time the doors first opened.

Totalling 71,579 gross square feet, designed by local architect Edward Mc Cormick Summerstone Apartments features 70 units in a secure access community with some units featuring detached garages. A modern clubhouse features a billiards room and kitchen along with a business center and outdoor swimming pool.





### RESERVE AT SANDSTONE RANCH EL PASO, TX

Scope: Luxury condo/ Retail (246 units)

Completion Date: 2011

Total Cost: \$23,125,000

Schedule adherence:

Budget adherence: Met

Financial Structure: Department of Housing & Urban Development  
(Construction & Permanent financing)

Private equity: 20% of cost

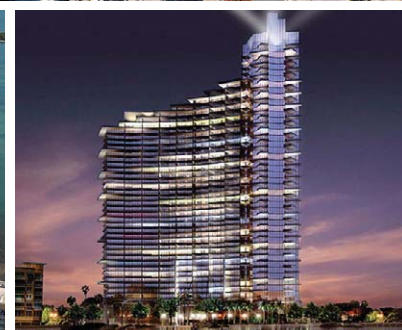
Role: After developing the hugely successful Sandstone Ranch Estates subdivisions under the umbrella of EPT Land Assets, LP on land purchased from El Paso Water Utilities, Mr. Aguilar saw the demand for a Class "A" apartment community in Northeast El Paso. After conducting many informal market surveys in the area Mr. Aguilar insisted on providing unparalleled amenities. Naysayers insisted that this type of community would have been better suited to the more affluent Westside El Paso but his commitment to providing outstanding product to all tenants at all communities resulted in achieving full occupancy at completion, along with the highest apartment rents that El Paso had seen until that time. This community exemplifies resort-style living. He arranged financing and performed the normal functions of an active, interested, civic minded investor.

Reserve at Sandstone Ranch has a total of 302,047 gross square feet on 13.81 acres, the Reserve at Sandstone Ranch in El Paso features 246 units in 16 two and three story, wood frame buildings in a mixture of HPA Big House and Urban.

Additional features include a club that serves as a central hub for wired fire alarm service and wireless water sub metering, sand volleyball court, dog park, and covered parking throughout the site. Amenities include a luxurious, resort style pool, state of the art 24 hour fitness center, attached garages and covered parking, sand volleyball court, 4-hole putting green, bark park, resident social lounge, and mesmerizing city and mountain views.







### PARAMOUNT BAY AT EDGEWATER

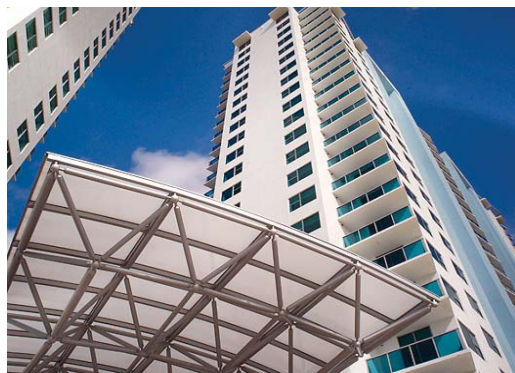
Miami, Florida, USA

Client:	Royal Palm Communities
Scope:	Design Development, Construction Documents and Administration
Completion Date:	2006
Total Cost:	\$173 million
Residential Units:	407
Stories:	49

Paramount Bay is located just two blocks from the proposed Museum Park Miami (Bicentennial Park), which boasts an exquisite public park and sculpture garden, as well as new facilities for the Miami Art Museum, Miami Children's Museum, Jungle Island and Miami Museum of Science. These cultural centers and attractions will further serve to enhance the experiences of those living and working in the area.

This luxury residential development, completed in January 2010, is a 49-story residential tower with 407 units. Each unit, designed to provide the owners with a unique sense of privacy, includes a private elevator lobby and extensive ocean views. The project contains a myriad of amenities, business center, gymnasium and rooftop pool deck located just minutes from the colorful nightlife of South Beach.





## TAO CONDOMINIUM

Sunrise, Florida

Client:	Weitzer Communities
Scope:	Full Architectural and Interior Design Services
Completion Date:	2007
Total Cost:	\$122.8 m
Residential Units:	396
Stories:	26 (Two-Towers)

The Tao Condominium project is a unique architectural and master planning solution to provide vertical multi-family residential in the expanding urban areas of Sunrise, Florida. Immediately adjacent to several entertainment and commercial facilities, Tao redefines resort-style living within an urban setting. The project boasts a number of luxury amenities, expansive views and spacious residential units.

A dramatic steel and glass canopy at the base of each tower welcomes residents and visitors alike. Once inside an oriental theme is expressed through the building's earth-toned colors and materials as well as in the meditation garden, and serene lobby.

Developers and Builders Alliance "Residential High-Rise of the Year", Tao, 2006



## ST. TROPEZ ON THE BAY

Sunny Isles Beach, Florida

Client:	J. Milton & Associates
Scope:	Full Architectural Services
Completion Date:	2010
Total Cost:	\$80 m
Residential Units:	270
Stories:	19

A trio of towers gently placed atop a four-story pedestal consisting of retail spaces lined with loggias and promenades. Street level finds an incredible village like setting, complete with quaint shops and cafes for the use of residents, as well as outside patrons. The residential amenities are placed strategically atop of the four story pedestal to allow residents to enjoy the numerous pools, spa facilities, lounges and gymnasium.

With stunning views to the Atlantic Ocean and Intracoastal Waterway, the St. Tropez on the Bay development is nestled on a barrier island allowing each luxury residential unit a unique view. Each towers' shape is derived from a triangular form to establish a visual language in which from each tower residents can see only an angle of the neighboring tower.





## Harbourside Place

### Project Details:

10 Acre Mixed-Use Development | 6 Buildings | 4-Star Hotel | Hotel - 235,610 SF | 179 Rooms | 31 Slips | 965 LF Marina | 375,000 SF Structured Parking | 915 Spaces | 2,521 SF Ballroom | 60,000 SF Class A Office Space | 35,000 SF Restaurant Space | 2,500 SF Cultural Use Space | 55,000 SF Retail Space | 1,100 SF Riverwalk Promenade

#### LOCATION:

Jupiter, FL

#### DELIVERY METHOD:

CM @ Risk

#### SIZE:

791,122 GSF

#### PROJECT BUDGET:

\$91 Million

#### COMPLETION DATE:

September 2014

#### OWNER:

Allied Capital & Development  
1295 US Highway 1  
North Palm Beach, FL 33408

#### OWNER CONTACT:

Ryan Miller  
T: (561) 799-0050

#### ARCHITECT:

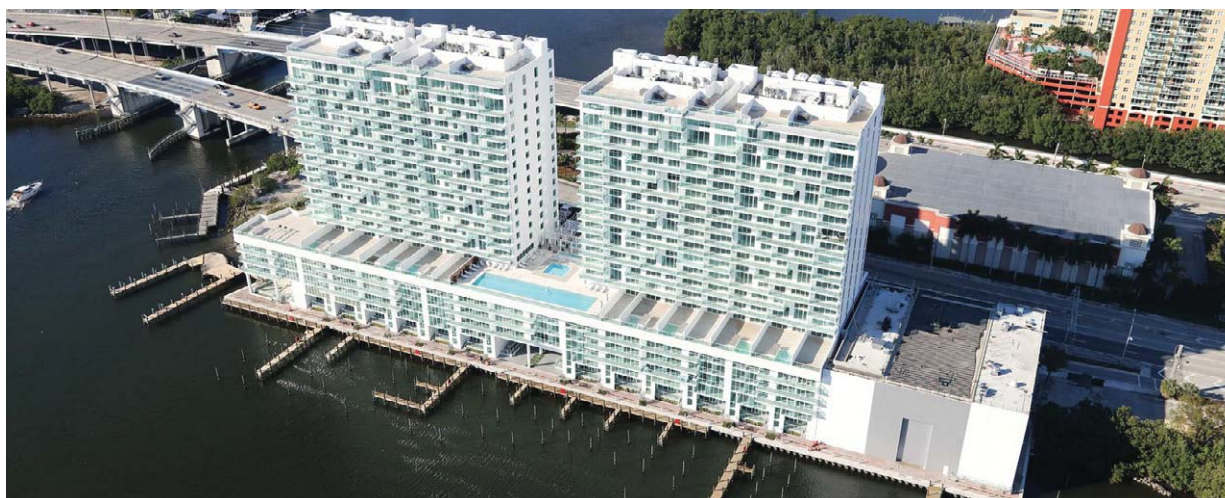
Leo A. Daly



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates







## 400 Sunny Isles

### Project Details:

Twin 15-Story Condominium Towers | 230 Units |  
5-Story | Parking Garage | Wet/Dry Marina | Tennis  
Courts | Water Activities Center | Beach Club |  
Restaurant | Gym | Spa

#### LOCATION:

Sunny Isles, FL

#### DELIVERY METHOD:

CM @ Risk

#### SIZE:

870,730 SF

#### PROJECT BUDGET:

\$101 Million

#### COMPLETION DATE:

November 2015

#### OWNER:

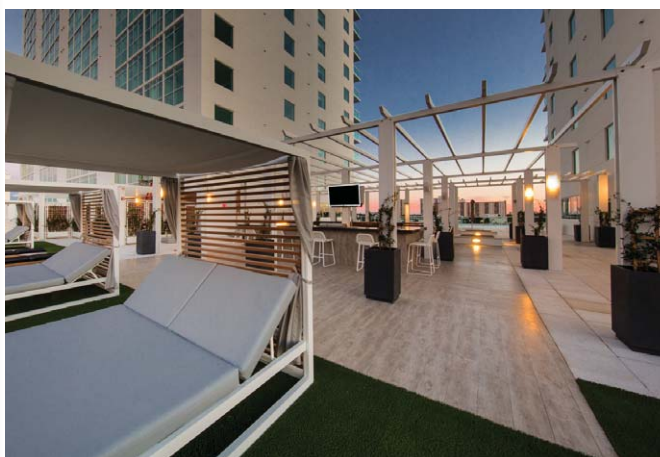
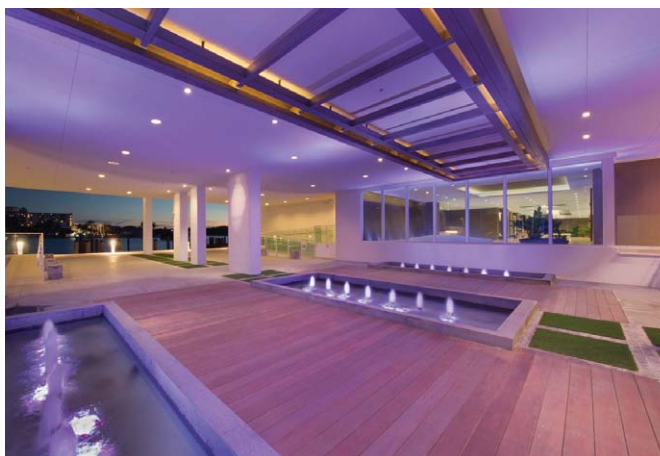
Key International  
848 Brickell Avenue,  
Suite 1100  
Miami, Florida 33131

#### OWNER CONTACT:

Rey Melendi  
13th Floor Investments  
T: (786) 693-7116

#### ARCHITECT:

Kobi Karp Architecture



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates





## Crescent Bayshore

### Project Details:

(3) 8-Story Towers | 367 Luxury Apartment Units | 208,000-SF Parking Garage | 9 Levels | 630 Spaces | Flagship Prototype | Wine Lounge with Reserved Storage | Pub Room | Cyber Café | Conference Areas | Two-Story Fitness Center | 3 Courtyards | 2 Rooftop Terraces | 7,000 SF Resort-Style Pool Deck with Outdoor Kitchen

#### LOCATION:

Tampa, FL

#### DELIVERY METHOD:

CM @ Risk

#### SIZE:

651,442 SF

#### PROJECT BUDGET:

\$53 Million

#### COMPLETION DATE:

August 2014

#### OWNER:

Crescent Communities LLC  
227 W. Trade Street.  
Charlotte, NC 28202

#### OWNER CONTACT:

Eric Jaegers  
T: (404) 239-7245

#### ARCHITECT:

MSA Architects



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates







## The Manor at Flagler Village

### Project Details:

7-Stories | 382 Apartment Units | 7-Story Parking  
Garage - 735 Spaces | 25,000 SF Retail | Pool | Spa

#### LOCATION:

Fort Lauderdale, FL

#### DELIVERY METHOD:

CM @ Risk

#### SIZE:

784,000 SF

#### PROJECT BUDGET:

\$53 Million

#### COMPLETION DATE:

September 2014

#### OWNER:

The Related Group  
315 S. Biscayne Blvd.  
Miami, FL 33131

#### OWNER CONTACT:

Atruro Pena  
T: (305) 533-0007

#### ARCHITECT:

Cohen, Freedman, Encinosa  
& Associates



Kendall & Flagler Medical Center Parking Garages, Miami, Florida | Moss & Associates

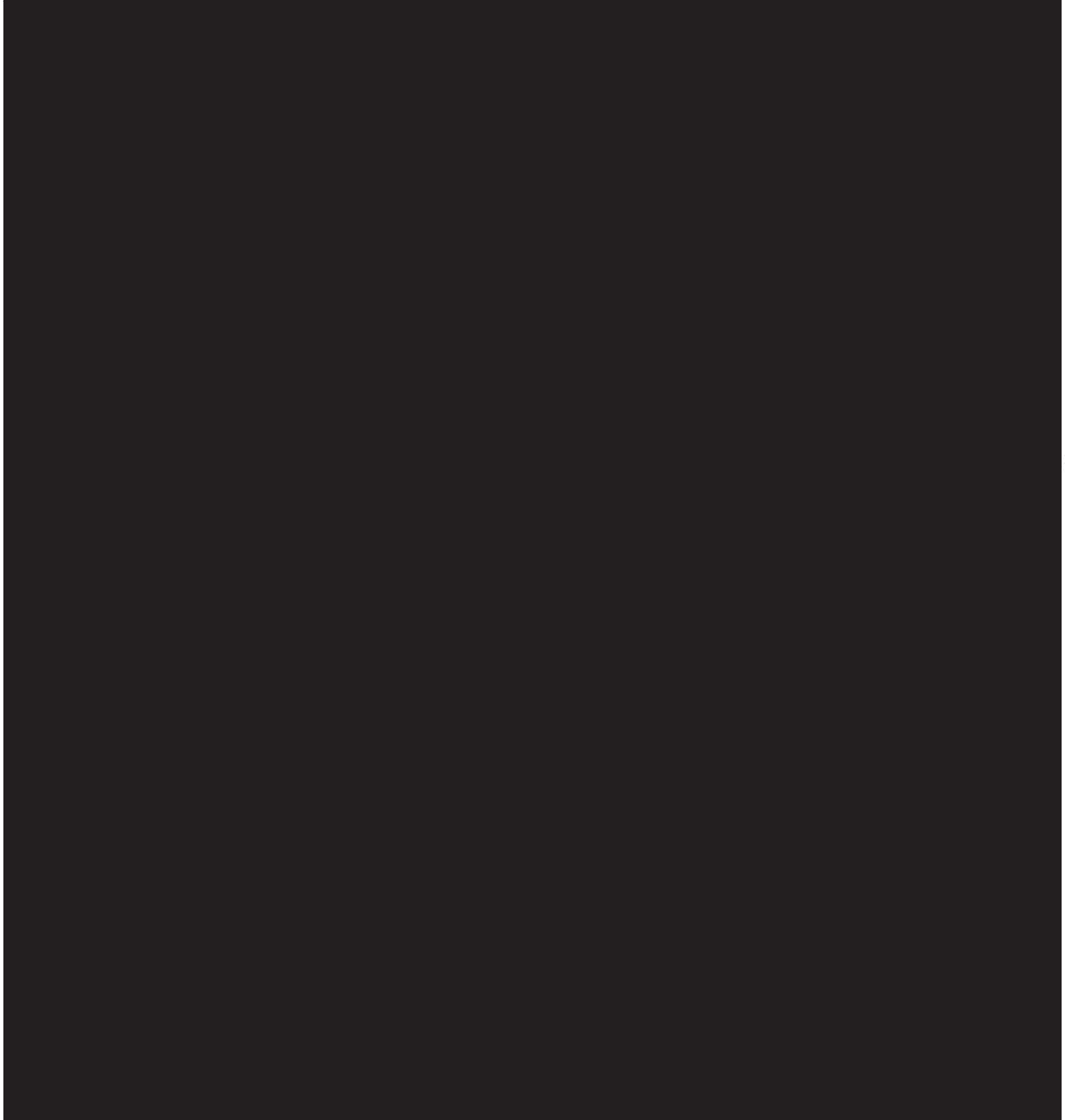


intended to cover unanticipated costs. [REDACTED] is capable of providing Bid, Performance, and Payment Bonds in excess of \$250 million, with an aggregate program in excess of \$1 billion (See attached surety letter).

During preconstruction, [REDACTED] estimators will work in step with Kobi Karp and his design-consultants to ensure the drawing set clearly identifies all components of a scope so that trade subcontractors and vendors have a clear understanding of their bid package. At bid time, subcontractors will be debriefed after receipt of bids to make sure that these bids include the entire scope of work. This proactive approach ensures there are no scope gaps, eliminating the likelihood of claims from subcontractors.

With bids in, [REDACTED] will establish a cost-estimate in keeping within the Respondent's pro forma and subsequently a Guaranteed Maximum Price (GMP) which will be added as an amendment to the original contract. Moss will include contingencies which are









## PROJECT NAME & LOCATION

### LA PERLA

16699 Collins Avenue

Sunny Isles Beach, FL 33160

## PROJECT TEAM

Stuart I. Meyers ,CEO,/Founder Cornerstone Group

Richard Lamondin- Project Manager

te [REDACTED] t  
T: [REDACTED]

## DESCRIPTION OF PROJECT

Luxury Condominium Residences in an oceanfront 42 story tower. ( See attached for Pictures and General Information)

- Completed 2007
- 322 units
- Total salable 339, 000 SQ. FT
- Construction Period: 26 months

## DESCRIPTION OF ANY LAND USE OR ENTITLEMENT ISSUES

The project went through a process of re-zoning which resulted on obtaining the approvals necessary to be built as originally intended and applied for.

## PERFORMANCE SCHEDULE

Construction Period was 26 months,as scheduled, with all units closed within a short period of completion.

## FINANCIAL STRUCTURE

- Development Cost \$112 Million
- Wells Fargo was the lead lender on \$95 Million loan
- \$12 Million came from customer deposits with the balance as a combination of deferred costs and equity

## PERFORMANCE EVALUATION

The project was an extraordinary success. The sales pace was quicker than anticipated and the closings were done in accordance with our schedule. At groundbreaking the project was over 80% sold and it reached sell-out shortly thereafter. Closing of all units was achieved within four months of completion. Its completion met budget and timing







## PROJECT NAME & LOCATION

La Perla

Hollywood, FL

## OVERVIEW

La Perla, a luxury residential 42story building completed in 2007 is located in Sunny Isles Beach on an incredible oceanfront park setting. The exclusive oceanfront park on the property welcomes residents into the property's grand entry, where cascading fountains and tropical landscaping greet residents and guests. The new structure is positioned at the end of a bridge perpendicularly giving visual access for miles to Sunny Isle's historic wooden pier at the end of the property.

- Ocean and Intracoastal Waterway views
- Landscaped sundeck overlooking the ocean
- Climatecontrolled swimming pool
- Sports lounge & Billiard room
- Floortoceiling tinted glass windows
- Private glassrailed terraces with terrific views





### BUILDING AMENITIES

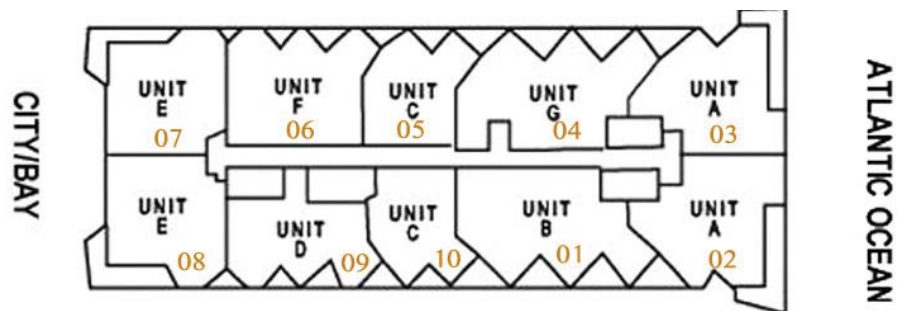
- Oceanfront park setting
- Cascading fountains
- Grand entry through oceanfront park
- Landscaped sundeck overlooking ocean
- Large, beachfront whirlpool spa
- Hitech fitness center overlooking ocean
- 24hour valet service
- 24hour front desk attendant
- Business center and conference room
- Multifunctional party room
- Billiard room
- Sports lounge
- Children's playroom
- Secure package delivery at reception
- Secured owner storage facilities
- Energyefficient central air/heating
- Environmentally responsible recycling chutes



### RESIDENCE FEATURES

- Panoramic Ocean and Intracoastal views
- Floor-to-ceiling tinted glass windows
- Private glass-railed terraces
- Imported ceramic tile flooring in kitchen, entry foyer, & bathrooms
- Imported marble vanity tops coordinated
- Full-capacity washer and dryer
- Imported Italian cabinetry in kitchen
- Polished granite countertops in kitchen
- Energy-efficient appliances
- Stainless steel double kitchen sink
- Spacious walk-in closets





## LA PERLA CONDO SUNNY ISLES BUILDING KEY PLAN



Model	Beds/Baths	SqFt (M <sup>2</sup> )	Floor Plan
A-02	2/2.5	1,602 (148.8)	
A-Rev-03	2/2.5	1,602 (148.8)	
B-01	2/2.5	1,623 (150.7)	
C-10	1/1.5	1,000 (92.9)	
C-Rev-05	1/1.5	1,000 (92.9)	
D-09	2/2	1,266 (117.6)	
E-08	2/2	1,423 (132.2)	
E-Rev-07	2/2	1,423 (132.2)	





F-6	2/2.5	1,637 (152)	
G-4	3/2.5	1,715 (159.3)	
J-03	1/1	906 (84.1)	
K-03	2/2.5	1,602 (148.8)	

*Santi Dwellings at Montecillo, El Paso*

## **PROJECT NAME & LOCATION**

Montecillo Development

El Paso, TX

## **PROJECT TEAM**

Stefanos Polyzoides, Architect/Urbanist – Moule & Polyzoides

Richard Aguilar, CEO – EPT Land Communities

David Bogas, Director of Development – EPT Land Communities

## **OVERVIEW**

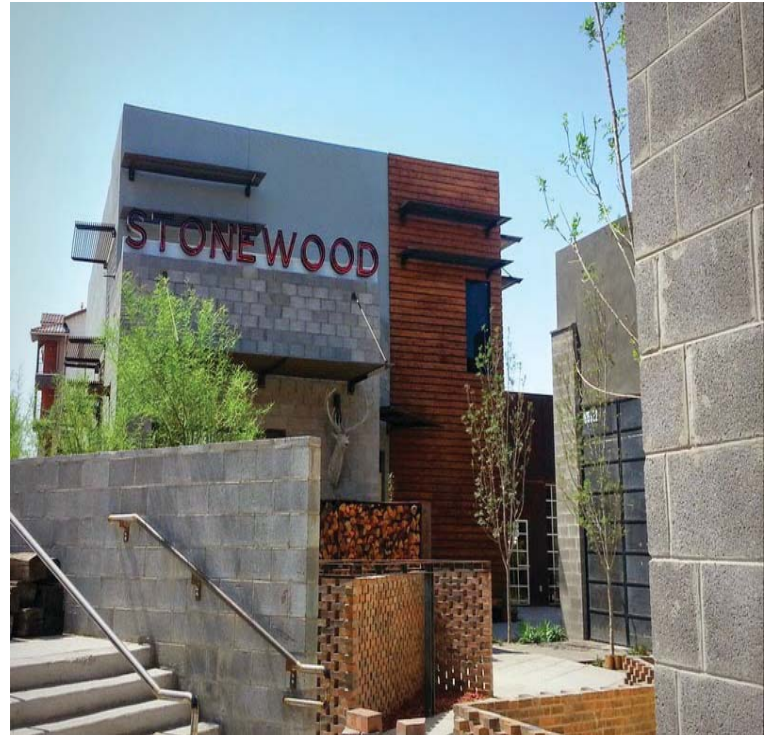
Montecillo continues to draw national, state and local attention with its successful implementation of smart growth concepts. Cornerstones of smart growth developments include walkable environments, reduction of automobile carbon outputs, creation of social environments, all designed to organically work together to create enhanced quality of life.

- Master Planned Urban Smart Growth Mixed-Use Development
- +/- 289 Acres
- +/- 5,000 estimated residential units (multi-family, single-family, townhome)
- +/- 1,000,000 square feet retail/commercial



COMPLETED OR UNDER DEVELOPMENT

- Completed or under development:
- The Venue At Montecillo Apartments (zoned GMU constructed under smart code)
  - 290 Units
  - 15,000 s.f. retail/commercial
- TI:ME At Montecillo (zoned GMU constructed under smart code)
  - 3 Restaurants + 5,000s.f. retail
 (Cantina Malolam, Stonewood Modern Grill, Hillside Coffee & Doughnuts)
- Santi Dwellings at Montecillo
  - 18,000 S.F. retail
  - 263 Apartments
- The View at Montecillo
  - 149 active senior apartments
- Office Complex with Retail
- The Alamo Draffhouse
  - 8 Screen Movie Theater
  - Full Service Food & Beverage
  - Lounge & Outdoor Open-Air Theater Environment
- Mixed-Use Loft Apartment Complex
  - 183 Apartments
  - 25,000 s.f. retail/commercial
- 20+ Acres Residential
  - 22 townhomes
  - 250 Multi-Family units
  - 57 Single-Family units
- DOWNTIME
  - 10,500 s.f. office/retail
- TRE
  - 3 live/work units
- Resort Area
  - Common Clubhouse
  - Event Center
  - Social Club
  - 3 Restaurants
  - Aquatic facilities with features including lazy river, multiple pools, children's water area
- Boutique Hotel
  - 127 Rooms



*Stonewood Modern Grill at Montecillo, El Paso*



**AMENITIES/FEATURES:**

Each phase has amenities specific to its targeted demographic group, each at a level designed to surpass existing standards.

**DESCRIPTION OF LAND USE OR ENTITLEMENT ISSUES**

The project team in conjunction with The City and County of El Paso developed and formalized a public private partnership to transition a partially blighted in-fill area into an urban form-based smart growth development. The public private partnership was formalized through the development and acceptance of "The Montecillo Development Regulating Plan". In addition, The City and County of El Paso granted Chapter 380 and 381 agreements, respectively allowing for reimbursement of qualified infrastructure development costs.

**PERFORMANCE SCHEDULE**

With an estimated 20 year project completion, completed and ongoing projects currently account for approximately 15% of the overall scope of the project. Each new phase of the development has been, and is expected to be received with ample demand resulting in the high occupancy that has been achieved to date.

**FINANCIAL STRUCTURE**

Each phase is financed separately using local/regional banking sources, upon completion/stabilization financing is converted to permanent using sources such as FNMA, CMBS, or HUD.

**PERFORMANCE EVALUATION**

Each of Montecillo's development phases have exceeded performance expectations in terms of occupancy , rental rates, and land value growth.





**RICHARD AGUILAR**

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%

Gender	Believe it is a crisis (%)	Do not believe it is a crisis (%)
Men	85	15
Women	85	15

Government	Percentage
Current government	65%
Previous government	35%

Country	Share of GDP
United States	1.9%
Germany	1.7%
France	1.2%
Italy	1.1%
Spain	0.9%
United Kingdom	0.8%

Category	Percentage
Very good	10%
Good	10%
Not good	50%
Very bad	10%
Don't know	10%
Not applicable	10%
Other	10%

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%



ALAN LOSADA

[REDACTED]  
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RICHARD E. AGUILAR

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## EPT / INTEGRITY

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%

KOBI KARP

Government	Percentage
Current government	65%
Previous government	35%

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	85%
No, the U.S. should not take action to reduce greenhouse gas emissions	15%

Response	Percentage
U.S. should take action to reduce greenhouse gas emissions	85%
U.S. should not take action to reduce greenhouse gas emissions	15%



## MOSS & ASSOCIATES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]





Respondent and its team members certify and have also highlighted throughout its proposal that they have the requisite technical qualifications and business integrity, and adequate financial resources, bonding capacity, and insurance coverage to complete the Project.



Stuart I. Meyers has built relationships with multiple lenders over his 20 years as a principal of The Cornerstone Group, the real estate firm he co-founded. During that time he has secured over \$750M of debt for Cornerstone's 15,000 unit portfolio including construction and conventional loans, as well as bond financing. Mr. Meyers sold most of his Cornerstone interest last year, only retaining one 220 unit apartment community. The community, Spinnaker Cove Apartments, is located in Miami, Florida and was one of the very first developments Mr. Meyers undertook after founding The Cornerstone Group. He has also since acquired Channelside apartments, a 325 unit market rate multifamily apartment rental located in Fort Myers, Fl. Mr. Meyers has retained his lending relationships and has since also found new and unique sources of financing, particularly from equity investors.

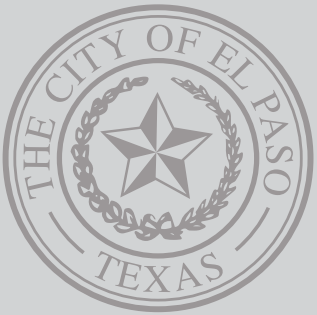
Since 1980, it is estimated that Richard Aguilar has secured over \$1 billion in financing for ventures ranging from his current portfolio of multi-family investments, to Capital Bank which he co-founded, to various other real estate related investments spanning all product types. Mr. Aguilar maintains relationships with lenders at every level of the financing spectrum including local, regional, and national banks. His proven track record along with the strength of his word and guarantees has cultivated long-term relationships with lenders and

results in favorable terms and pricing. Typical financing starts at the local level during construction and then is placed with a permanent lender at completion or stabilization. Current holdings include approximately 8,000 multi-family units in El Paso, TX, several office and commercial buildings, approximately 150 single family homes, an interest in Capital Bank, Majestic Realtors, and Bella Homes and various other real estate investments, primarily in his home town of El Paso, TX.









TAB 4/  
PROPOSAL

Our design includes a 200-room residential tower, 160 hotel rooms, 34,885 square feet of ground floor retail, and a parking garage topped with an amenity deck. We also provide for 1,104 parking spaces, 700 of which will be owned by City of El Paso and designated for public parking. The balance of spaces will serve the residential and hotel components. We are also considering adjusting the unit mix for 180 residential units and 180 hotel units (see Budget, Exhibit B), though the plans would remain substantially the same.

We place particular emphasis on functionality, and present to the City a product that will build and enhance urban community. By incorporating synergistic uses, the architecture promotes vibrancy; a smart and unique development, iconic in its design. Moreover, our proposal creates an accessible downtown landmark and destination, and also reweaves the urban fabric by reconnecting downtown areas.

The site is designed to provide multi-point access to all of the retail bays at the ground level, thus promoting a walkable pedestrian experience that is welcoming and visually interesting. The ground floor street-oriented retail liner along all sides of the building will maximize this experience, provide pedestrian connectivity to the Las Plazas, Union Plaza, and El Centro and help enliven the streetscape.

The cross block "Paseo" that connects Kansas street

to Campbell street allows an additional internal retail frontage and breaks up the long block to allow for access points to the residential area and parking. Internal drop-offs for the hotel and residential have been provided within the site so as to not obstruct the main arteries along the project.

The new parking is wrapped and concealed from the surrounding streets by a habitable liner building on one side and architecturally screened on the rest. The parking garage is integrated with the other components, thereby reducing the size and impact of the parking structure.




For the hotel component, well-known flags including [REDACTED] and [REDACTED] have expressed interest in our project and are excited about the opportunity to come to El Paso. [REDACTED] is a boutique operation that offers both design and management services. They are particularly known for customizing hotel designs in that fit with each locale. [REDACTED] is a highly regarded brand with worldwide recognition. [REDACTED] is also known for their full spectrum of signature upscale services, and even provides their own distinguished line of bed, shower, and spa products.

The rooftop of the garage will feature approximate 40,000 square feet amenity deck shared by both the hotel and the residential component, and will consist of two pools, landscaping, recreational area,

fitness and spa center, and a child play sand area. The amenity deck will be covered with vegetation, thereby reducing heat island effect and hiding the parking garage from the apartments above. Public areas at the amenity level are open yet screened from the elements to allow for cross ventilation and for comfortable outdoor experience.

A common covered area positioned in the center of the amenities deck will divide the residential from the hotel area, thus creating a cross ventilated and shaded atrium for hotel guests and residents to meet and relax. Small seating arrangements and cabanas will allow for intimate gathering when desired. The hotel/ residential tower is oriented along Main street as to offer visitors and residents the perfect view of the sun set and rise over the impressive Franklin peaks in the distance. The building's material and color palette of warm colors and earth tones is inspired by El Paso surrounding natural beauty.



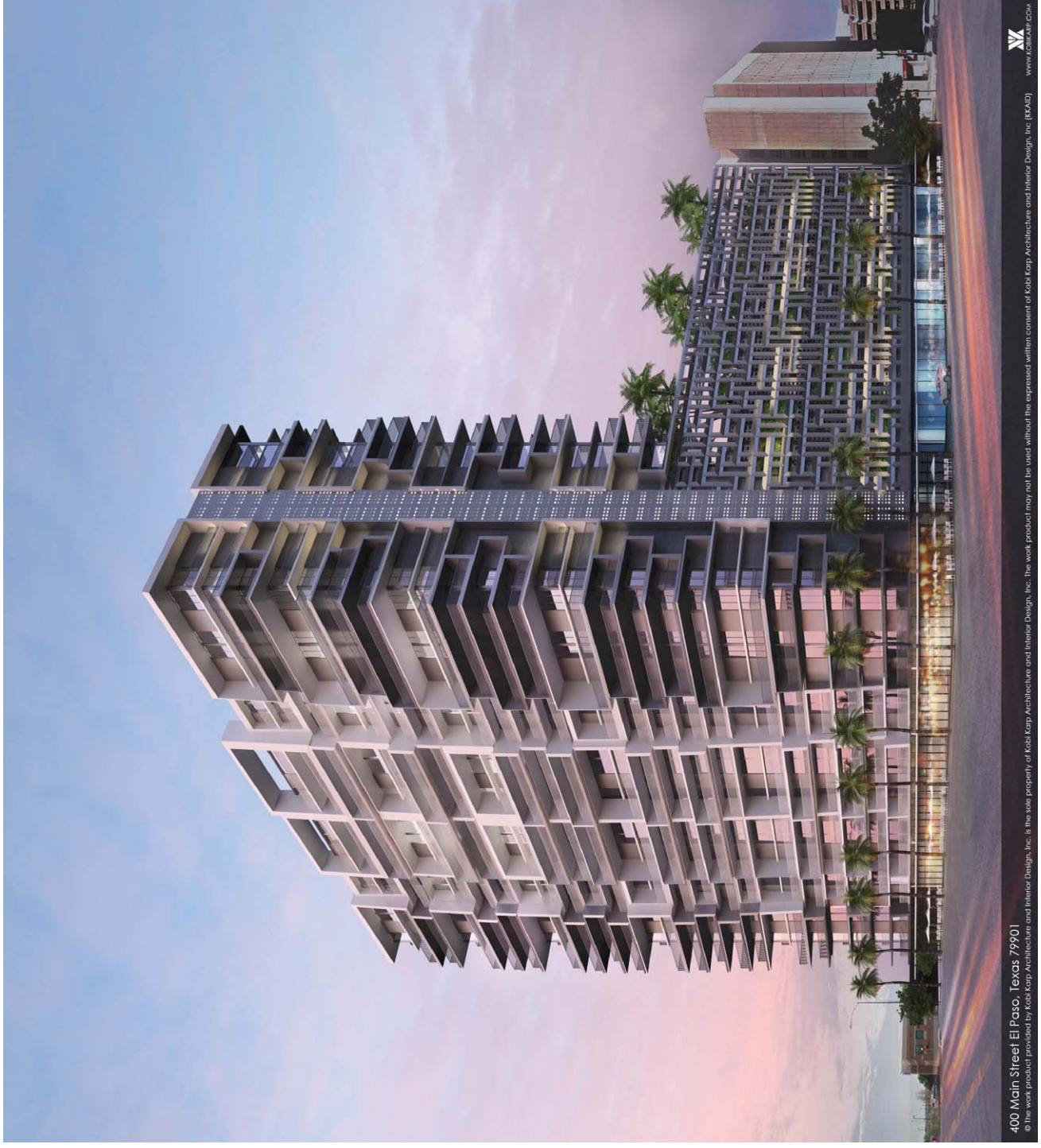


Urban streetscape features are important for active street life. To create a high-quality pedestrian environment, the project will include improvements such as new street trees, pedestrian scaled lighting, street furnishings, decorative paving and landscaping along its perimeter. Lighting will be designed to create a safe pedestrian environment for evening use. Street furnishings such as benches, waste receptacles, will be carefully implemented to enhance the streetscape. Bicycle racks will be installed near the entries to promote alternative modes of transportation and encourage bicycle ridership.

A strong sign program should be developed to establish a unique identity within the site. This includes directional signage, parking signs, and banners. The cross block "Paseo" that connects Kansas street to Campbell street will incorporate high quality graphic paving to help direct traffic, designate safe pedestrian circulation and add appeal.

The planting scheme will focus on low native groundcover to reflect the original character of El Paso landscape. Medium canopy trees and accent trees will be lined along the sidewalks and will be used as a design element to provide visual identity to the property, reinforce the street edge, and provide for shade. Selection of tree and flora will prioritize using native species where practicable.





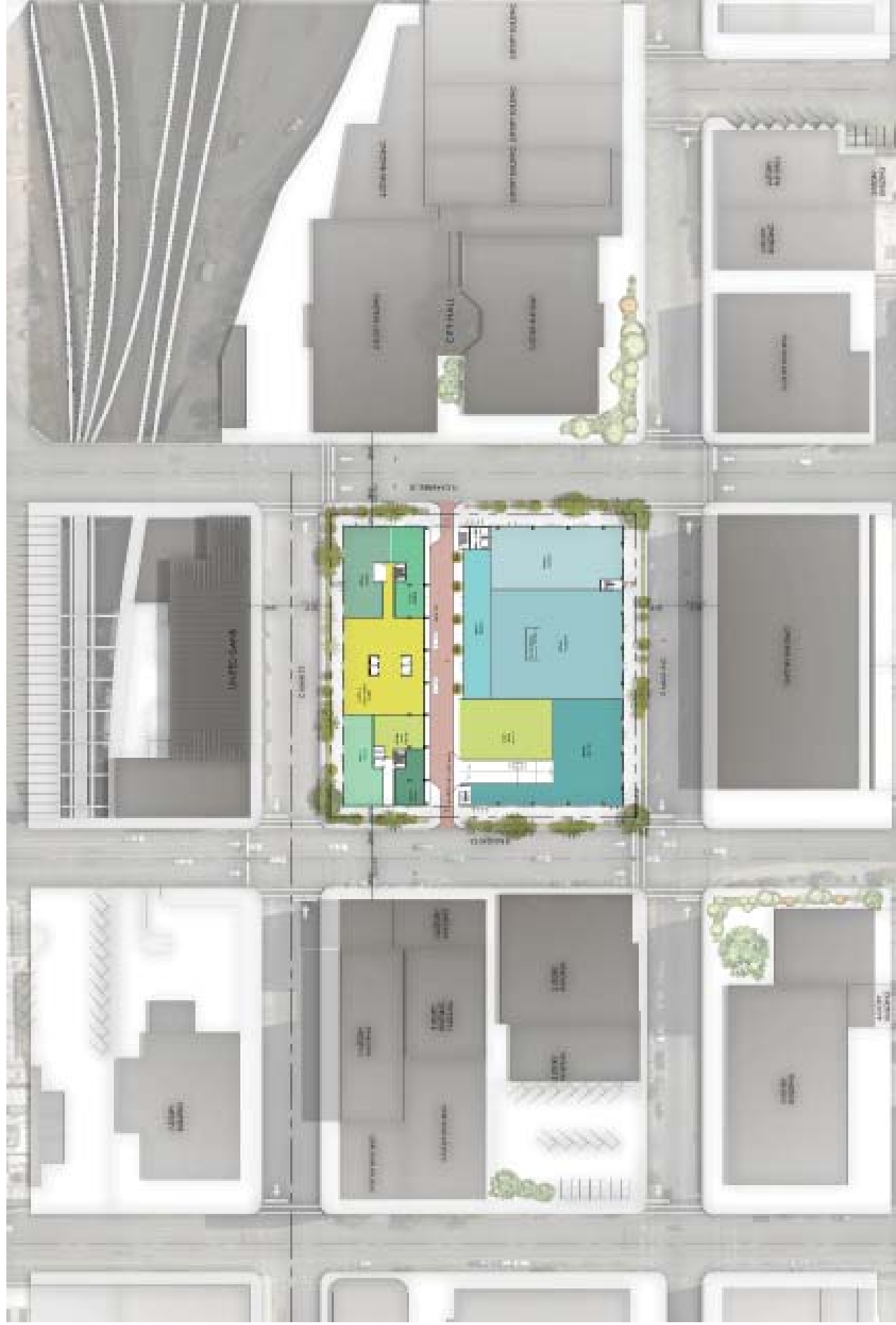




400 Main Street El Paso, Texas 79901

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BUILDING DATA	
ZONING DESIGNATION	C-5
OCCUPANCY	MIXED USE
LOT AREA	67,600 SQ. FT. (1.55 ACRES)
LOT COVERAGE	
REQUIRED:	N/A
PROVIDED:	57,600 S.F. (85.2%)

DENSITY CALCULATION	
BASE DENSITY	N/A
TOTAL DENSITY ALLOWED	N/A
TOTAL DENSITY PROVIDED:	160 HOTEL UNITS+200 RESIDENTIAL UNITS

FLOOR LOT RATIO (FLR)	
MAX FLOOR LOT RATIO	N/A
FLR BONUS:	N/A
MAX FLR AREA ALLOWED	N/A
MAX FLR AREA ALLOWED + BONUS	N/A
MAX FLR PROVIDED:	8.5

BUILDING SETBACKS	REQUIRED	PROPOSED
NORTH	LVL 1-9	N/A
(FRONT)	LVL10-26	N/A
SOUTH	LVL 1-9	N/A
(FRONT)	LVL10-26	N/A
WEST	LVL 1-9	N/A
(SIDE)	LVL10-26	N/A
EAST	LVL 1-9	N/A
(SIDE)	LVL10-26	N/A

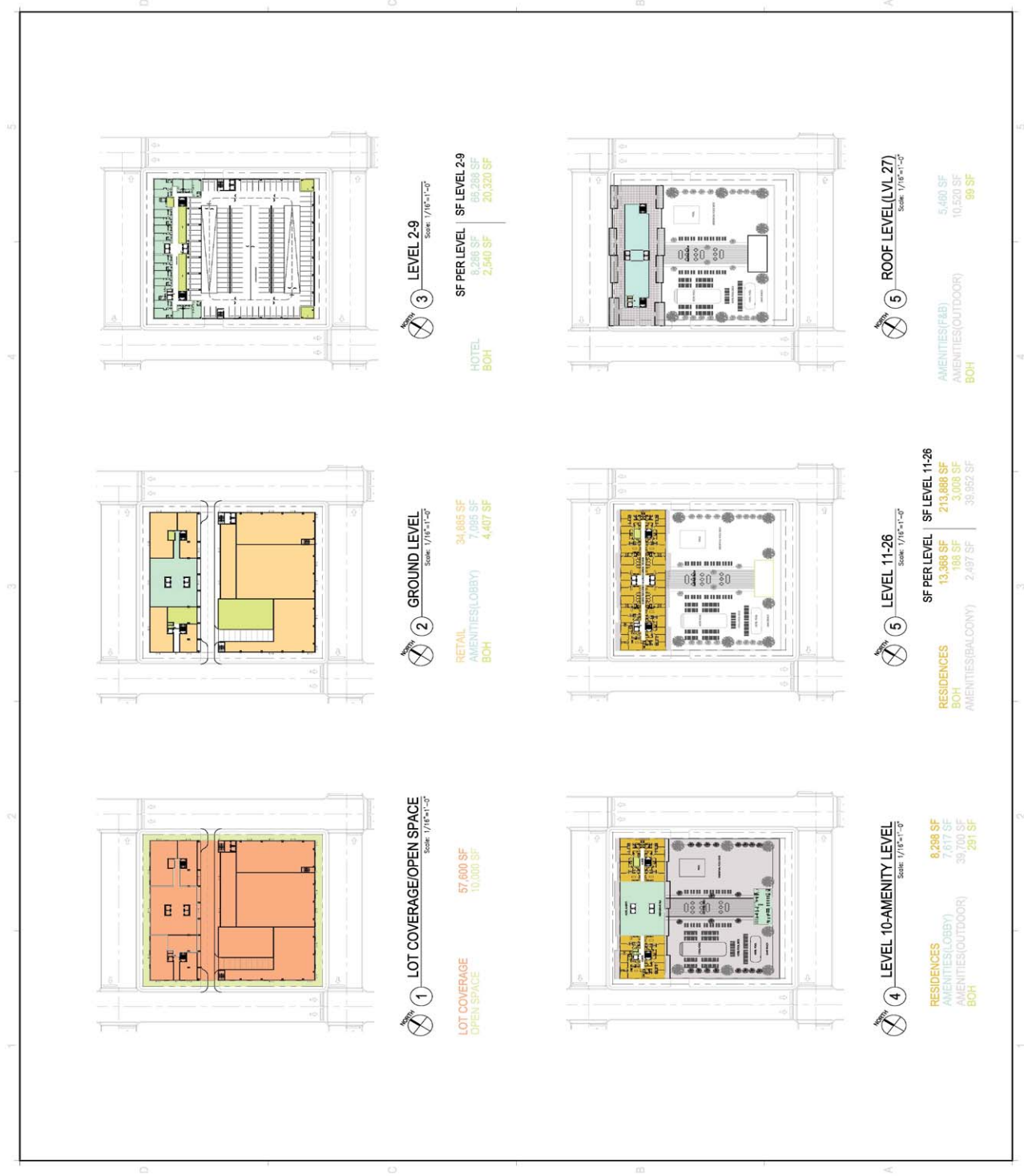
BUILDING HEIGHT	
ALLOWED:	N/A
ALLOWED + BONUS:	N/A
PROPOSED:	26 LEVELS/ 287'-4"

PARKING CALCULATIONS		
USE	REQUIREMENT	PROVIDED
RESIDENTIAL	0.7/ ELDERLY APT	
	1 EFFICIENCY APT	
	1.5 ONE BEDROOM APT	
	2 TWO BEDROOM APT.	1,104 PARKING SPACES
HOTEL	1/ 800SF	
	=67,600/ 800 =84.5	
	=85 PARKING SPACES	

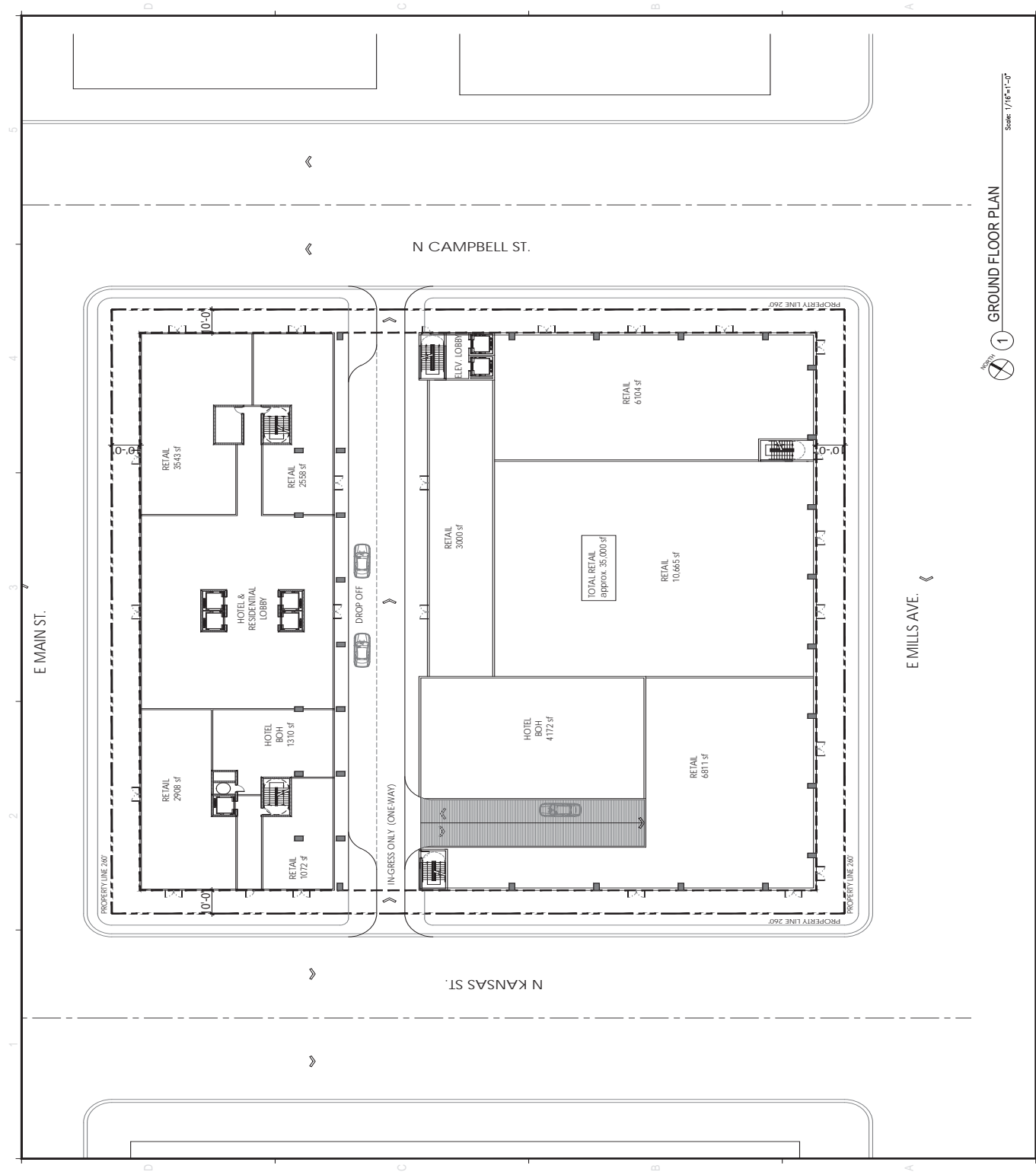
PROVIDED PARKING COUNT	
LEVEL	SPACES PROVIDED
LEVEL 1-8	138 PS/LVL
TOTAL	1,104 PARKING SPACES

AREA CALCULATIONS					
LEVEL	GROSS AREA	RETAIL	HOTEL UNITS	RESIDENTIAL UNITS	AMENITIES
1	GROUND LEVEL	49,982 SF.	0	0	7,095 SF.
2-9	HOTEL LEVELS	448,368 SF.	66,288 SF.	0	0
10	AMENITIES	56,046 SF.	0	8,298 SF.	7,617 SF.
11-26	RESIDENTIAL	256,232 SF.	0	213,888 SF.	0
27	ROOF TOP	15,952 SF.	0	0	5,460 SF.
TOTAL :	825,580 SF.	34,885 SF.	66,288 SF.	222,186 SF.	20,172 SF.



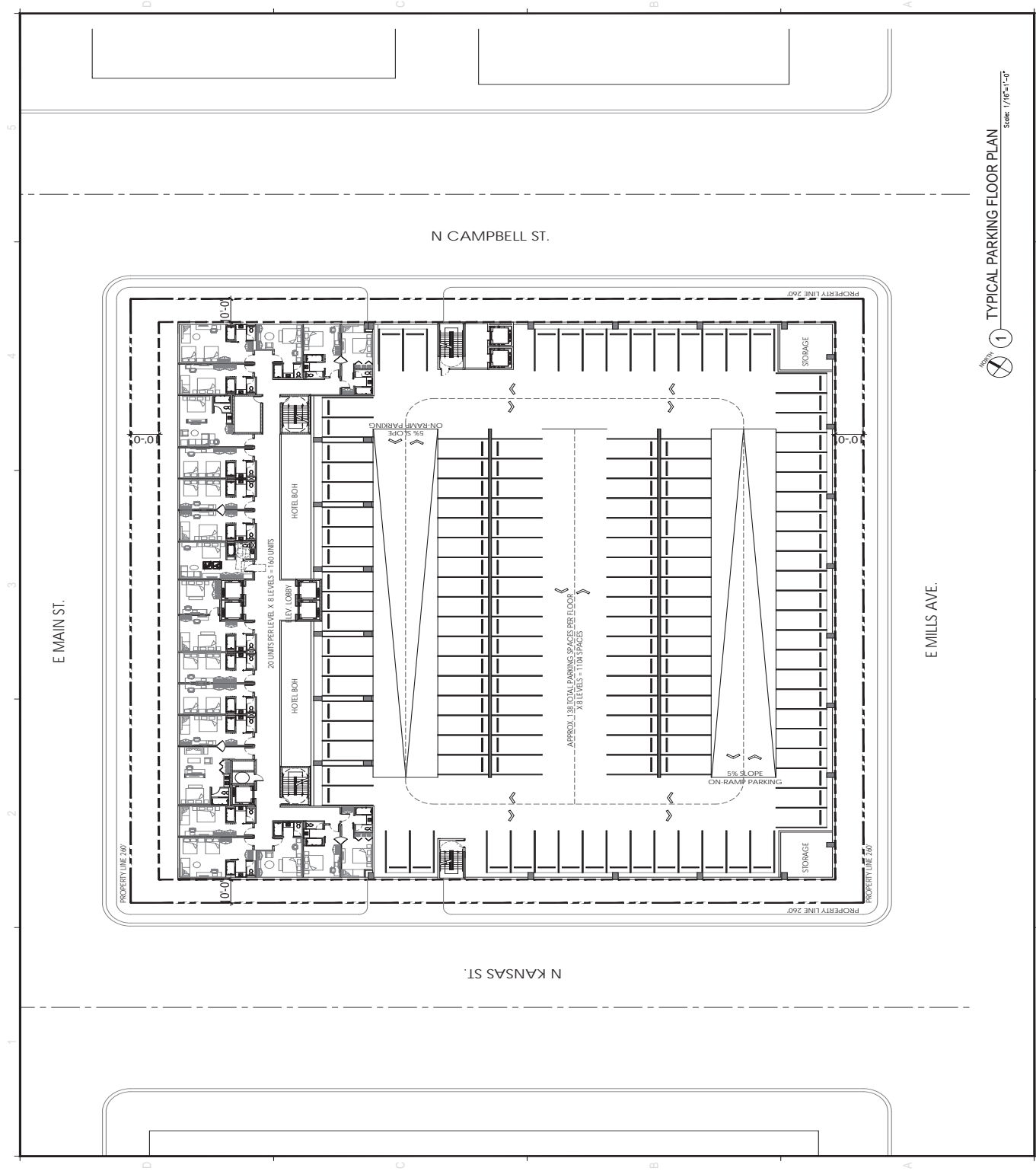






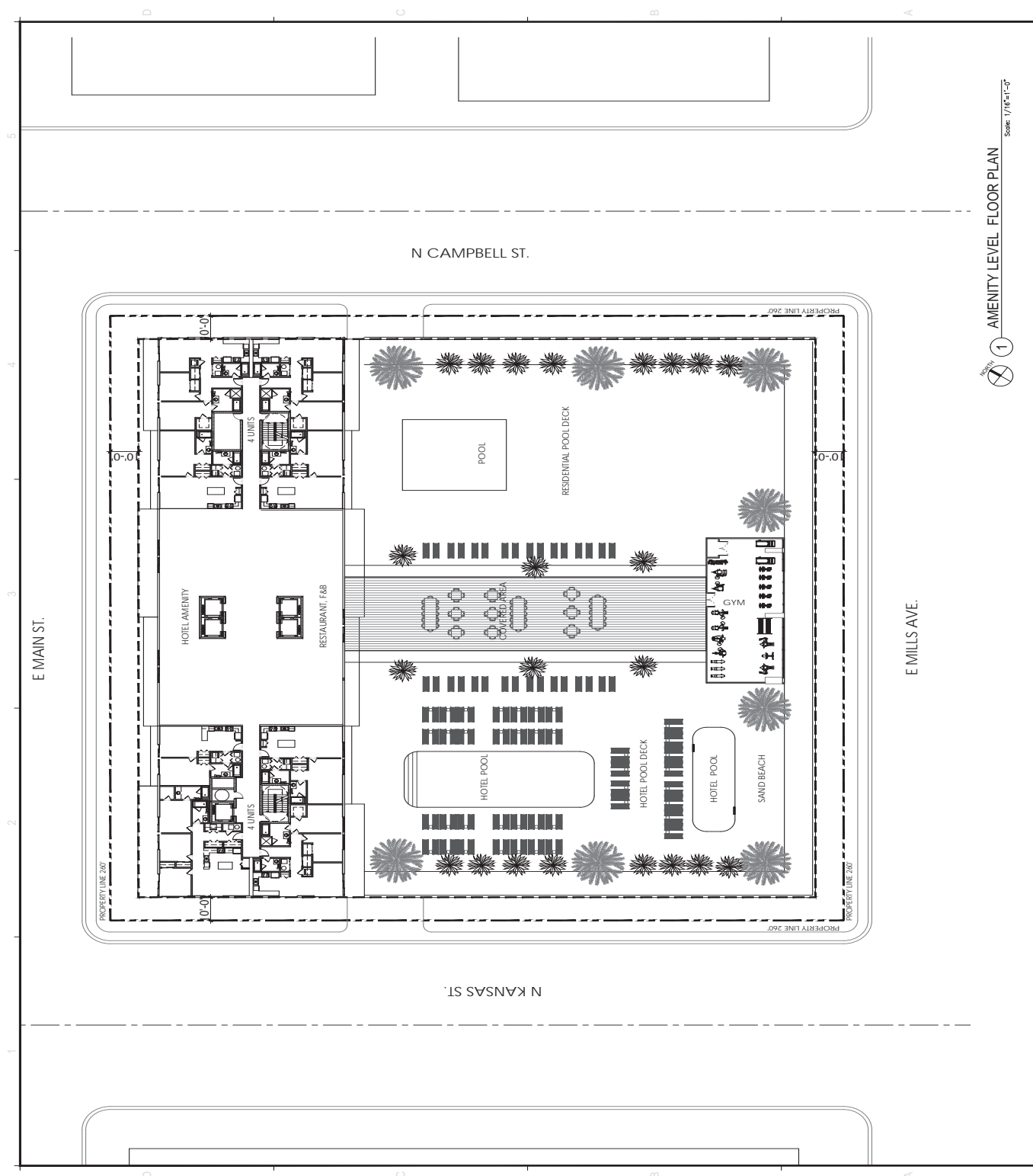
1 GROUND FLOOR PLAN





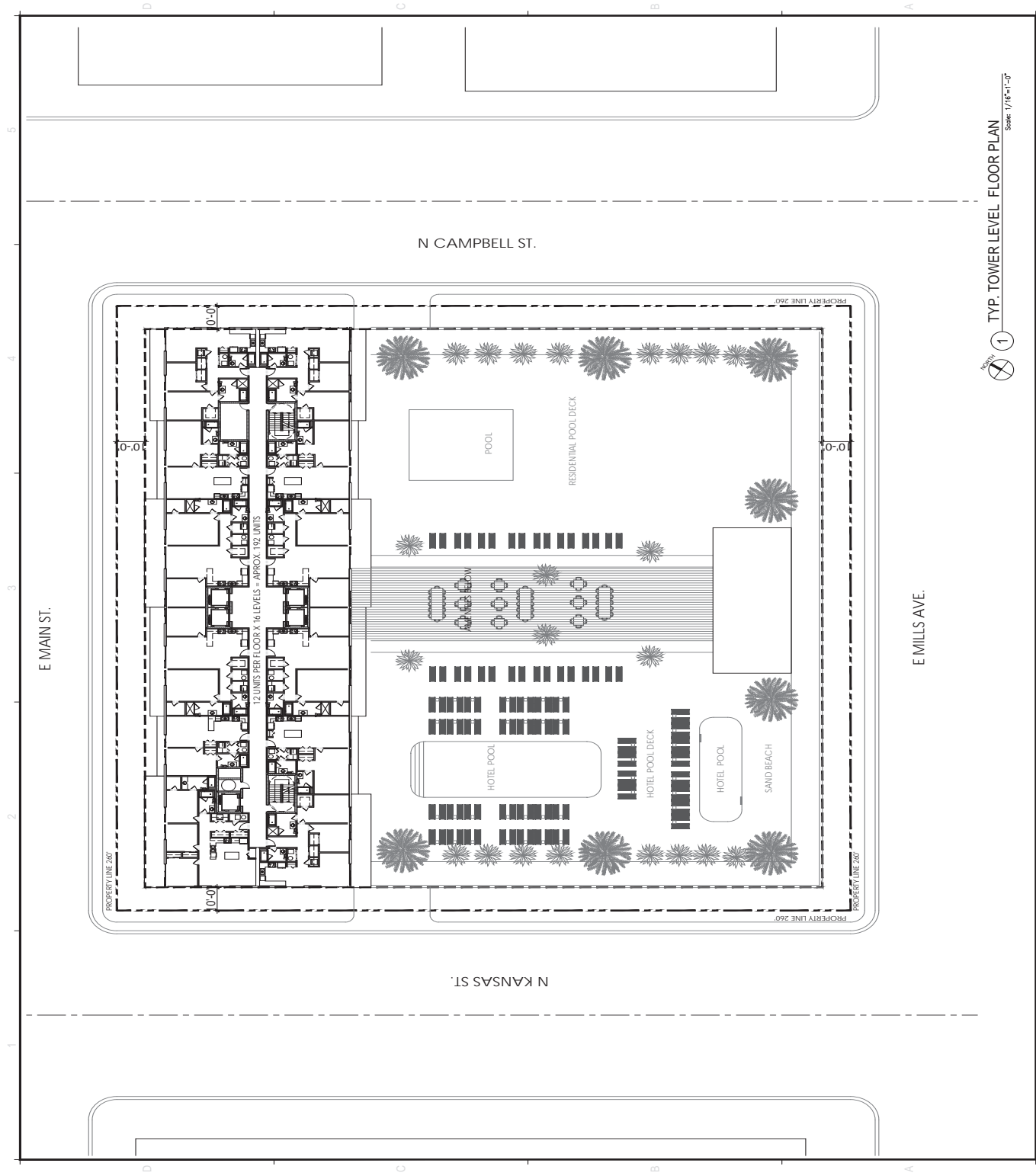
1 TYPICAL PARKING FLOOR PLAN  
Scale: 1/8"=1'-0"





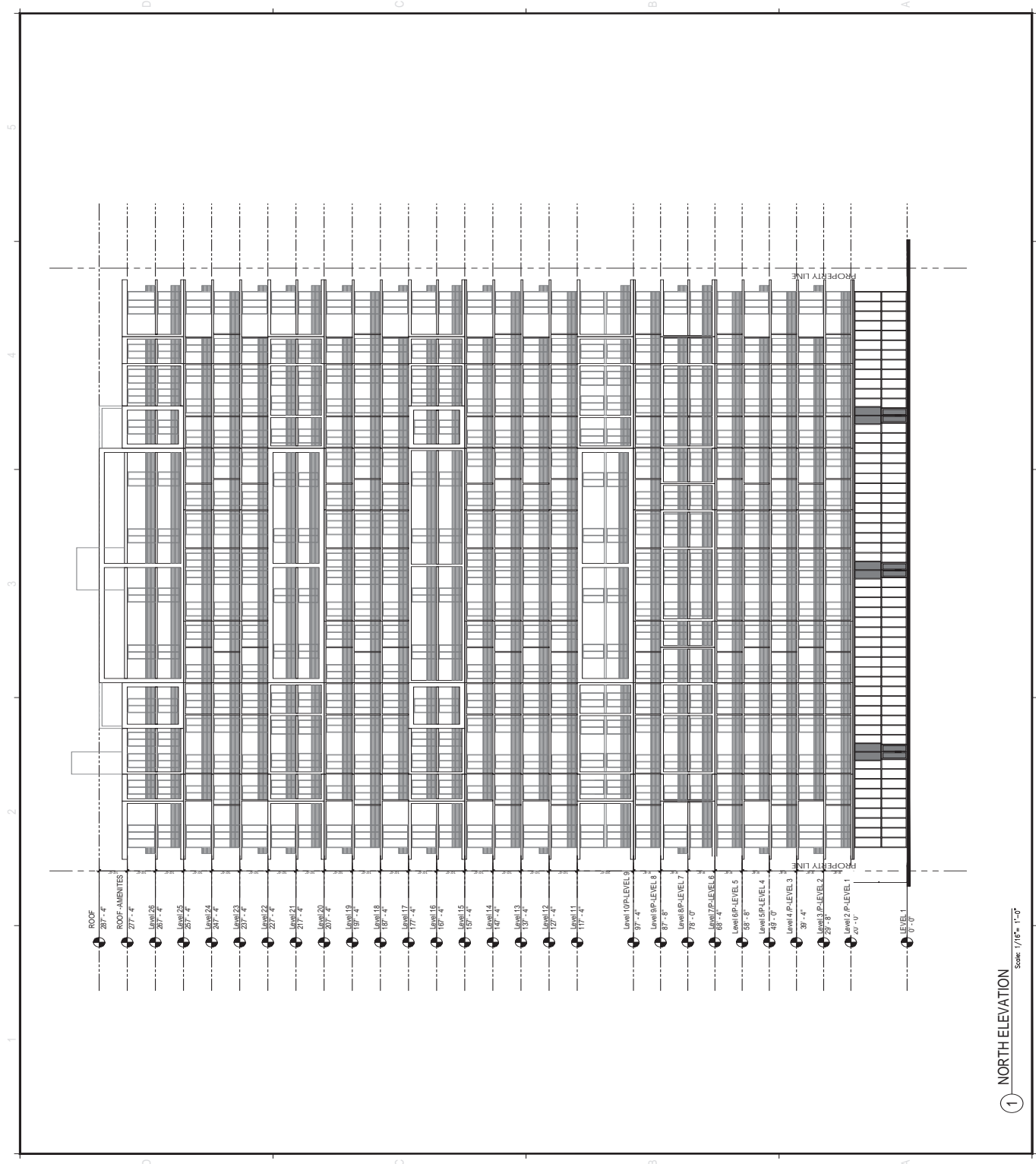
1 AMENITY LEVEL FLOOR PLAN  
Scale: 1/8"=1'-0"





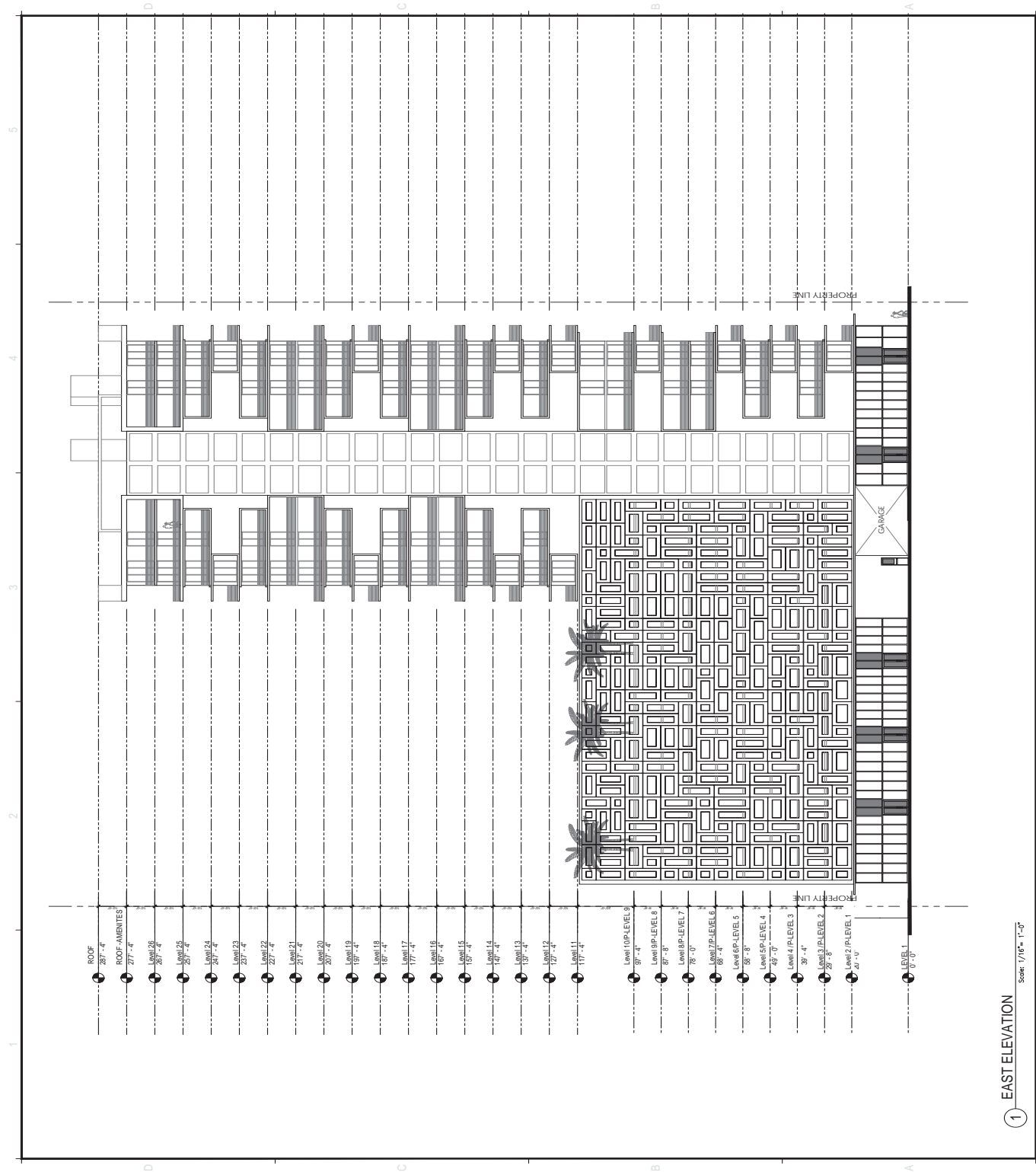
1 TYP. TOWER LEVEL FLOOR PLAN  
Scale: 1/8"=1'-0"





1 NORTH ELEVATION  
Scale: 1/16" = 1'-0"



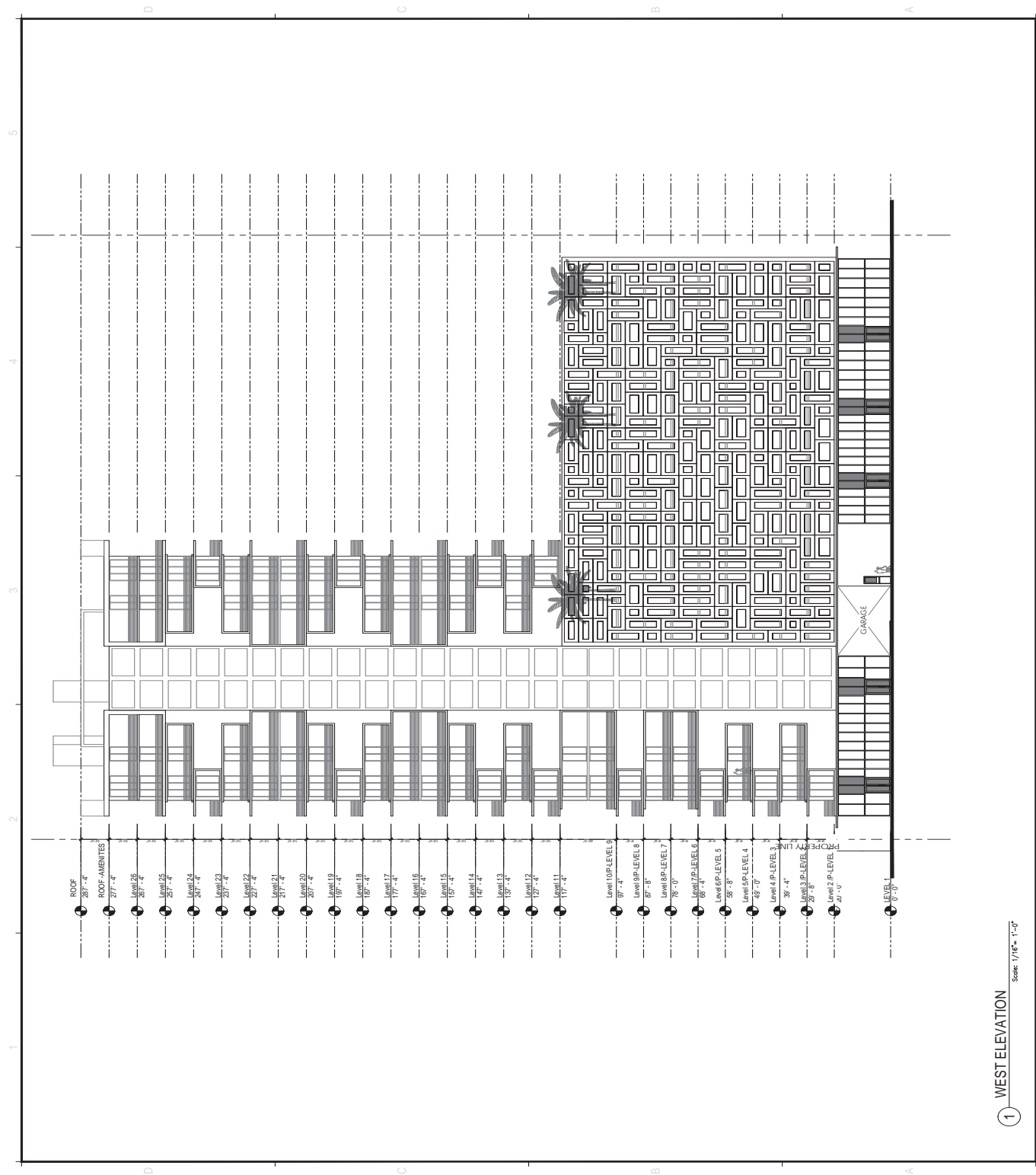


1 EAST ELEVATION

Scale: 1/16" = 1'-0"

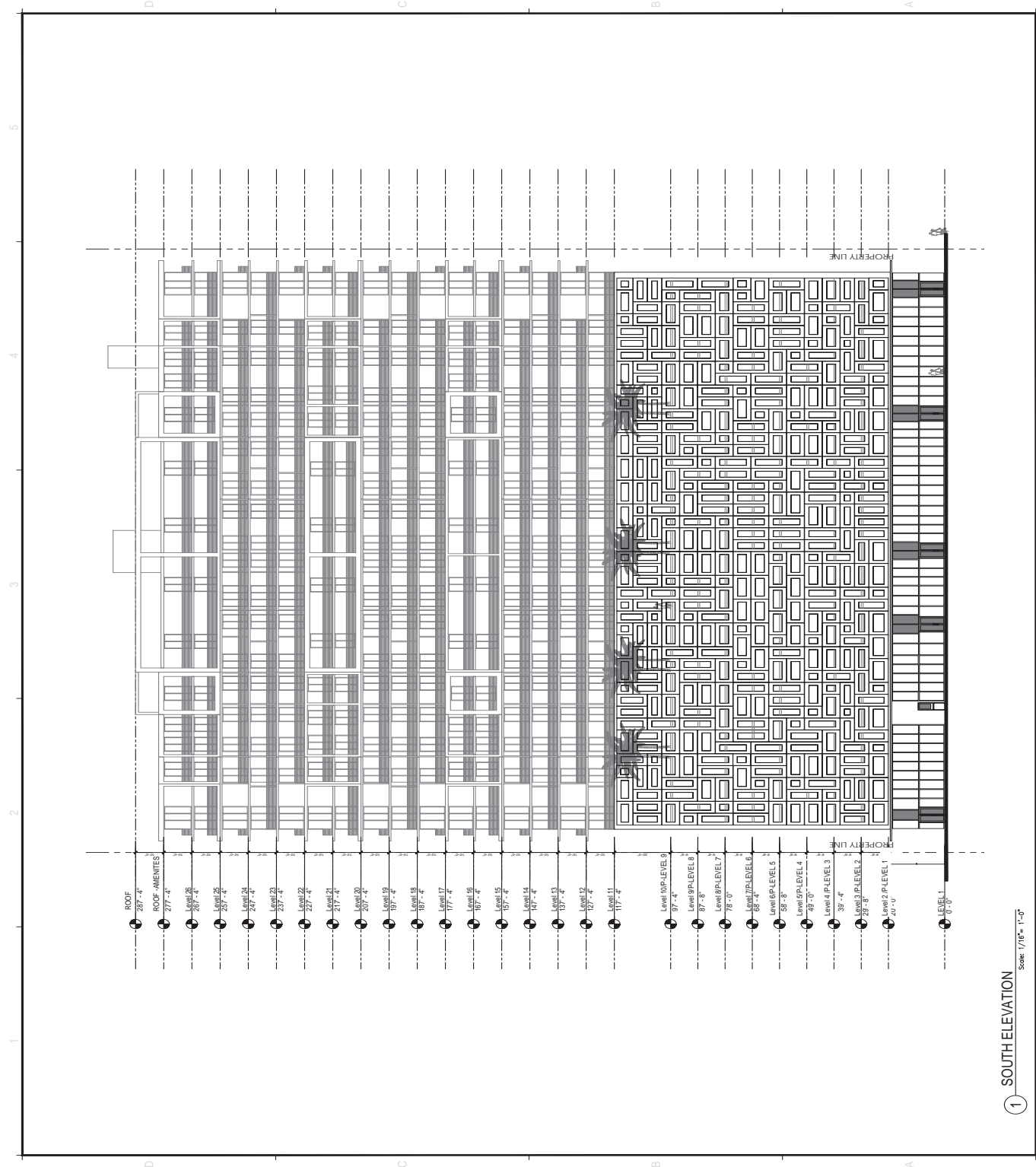


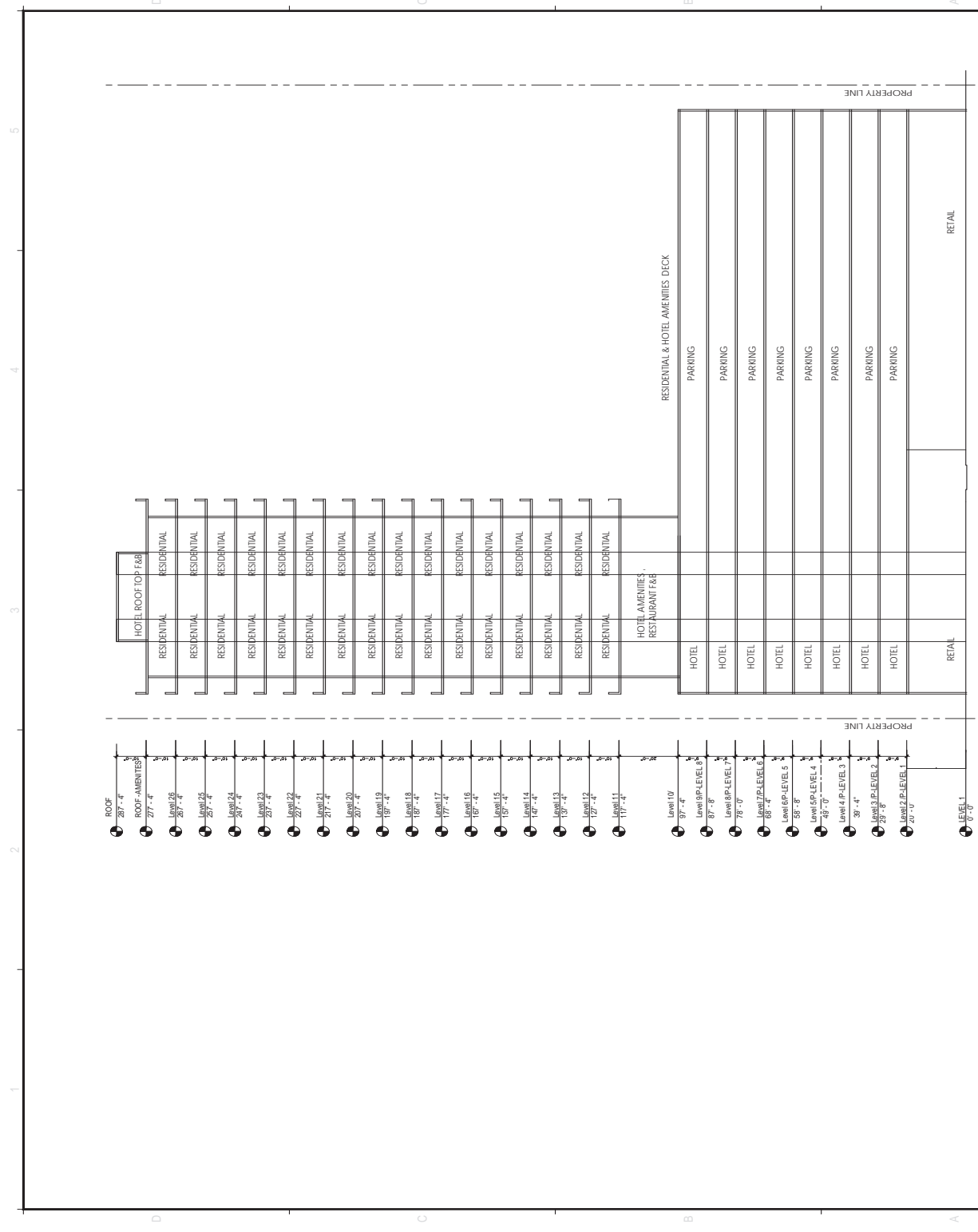




1 WEST ELEVATION  
Scale: 1/16" = 1'-0"







## ① SCHEMATIC SECTION

Scale: 1/16"=1'-0"





DESERT WILLOW



MEXICAN REDBUD



PHYTOSPORUM AND CAPTIVATING CYCAD



RAILROAD VINE



SCREWBEEAN MESQUITE

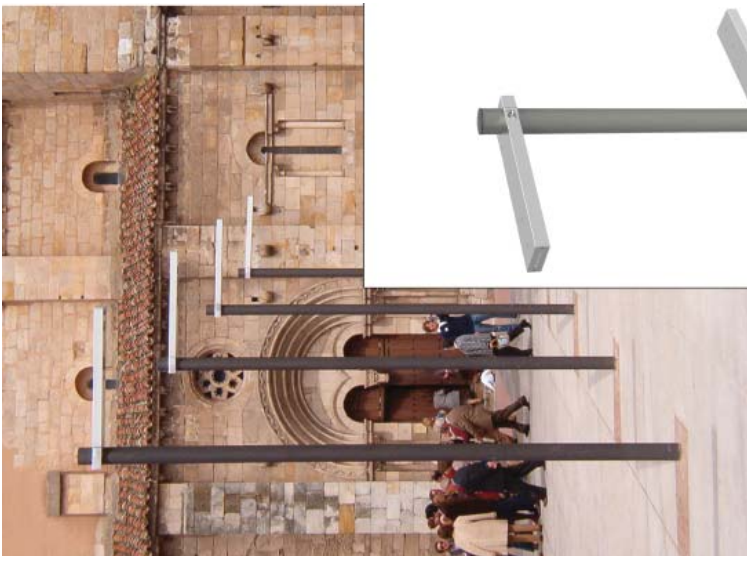


THORNLESS HONEYLOCUST



AECHMEA BLANCHETIANA & APACHE PLUME





## 02.A BUSINESS ARRANGEMENT

As discussed above, Respondent anticipates contracting with [REDACTED] for the operation of the hotel component. Each of these firms is a large, reputable 'flag' with a national and international presence, and would provide distinctive branding to the hotel. Additionally, both firms provide management services. Respondent may either contract for management services with the hotel operator or engage a third-party hotel management company. We are presently in active discussions with two such firms, [REDACTED].

For management of the residential component, Respondent intends to engage Integrity Asset Management, a II Sabes-affiliated company. The contract will provide for [REDACTED] of gross rents management fees. Parking management services will be contracted to a qualified parking management firm with City of El Paso approval.

## 02.B BUSINESS PLAN

The business plan for the Project contemplates that the City will provide equity and/or financing for development and construction of 1,104 parking spaces for a total amount of [REDACTED] of the spaces will be public and owned by the City. The cost of these 700 spaces will be [REDACTED] while having a total value of [REDACTED] (Respondent is not charging customary development fees for the public spaces). The remaining 404 parking spaces will serve the project and would be controlled by Respondent.

In return for the City's contribution of land and equity or debt financing, the project will make lease payments of up to [REDACTED] per year to the City during the period of stabilization, subject to available cash flow from operations. Respondent will have the option to purchase the 404 spaces from the City for a one-time payment of [REDACTED] at which time the [REDACTED] payment above will stop, [REDACTED]

The balance of funding for development and construction of the Project will be provided by construction and mezzanine loans that will convert to conventional permanent financing at stabilization. Respondent is presently in discussions with two such lenders and will be prepared to make its selection when Respondent's proposal is accepted by the City. The development and operational pro formas will envision and necessitate utilizing tax abatements ~~such as~~ including those under Chapters 380 and 381 of the Local Government Code, as well as other available incentives from the City and County.

## 02.C PUBLIC PARKING

The Project plans for the development of 700 public parking spaces for the city in plus 404 spaces primarily serving the development. The 700 public spaces will generate additional revenue for the City and will alleviate weekday parking shortages, providing much needed parking for commuters. The spaces could also be utilized by the baseball stadium and other local evening attractions. Respondent will mitigate construction risk by guaranteeing completion of the Project and garage, [REDACTED]

[REDACTED] -The expense of the garage will also be mitigated through the above-mentioned lease payments [REDACTED]





**02.D PRELIMINARY PROGRAMMATIC DEVELOPMENT BUDGET**

See Exhibit B for attached Budget

**02.E CITY PARTICIPATION**

The proposal calls for a public-private Partnership or development agreement to be entered into by and between Respondent and the City. The terms of the development agreement would include all incentives and other agreements between Respondent and the City relating to the Project, including, without limitation, the following: (i) the City to provide equity and/or financing for development of the 1,104 parking spaces in the total amount of [REDACTED]; (ii) any tax abatements or other benefits for the Project or the Respondent-Developer; (iii) the City to convey the land for the Project to Respondent for nominal consideration; (iv) the City to own the 700 parking spaces in the Project; (v) the City to receive up to [REDACTED] in annual compensation paid for out of net distributable profits from operation of the Project. During stabilization of the project, this payment will be based upon the availability of distributable profits after payment of all operational and financing expenses relating to the Project. Once stabilized and while Respondent has not exercise its option to purchase the 300 spaces, this [REDACTED] would be guaranteed as a minimum [REDACTED] payment ; [REDACTED] [REDACTED] [REDACTED] [REDACTED] ; and [REDACTED] (vi) a right and option for Respondent to purchase the 404 parking spaces from the City for a one-time payment of [REDACTED].

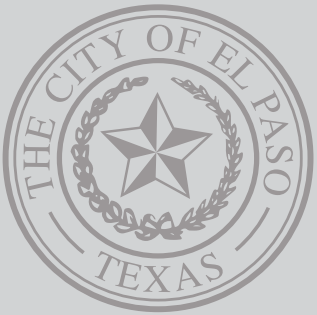
**02.F IMPLEMENTATION STRATEGY AND PROJECT TIMELINE**

6 MONTHS	6 MONTHS	DESIGN AND SITE PLAN APPROVAL
6 MONTHS	12 MONTHS	BUILDING PERMITS APPROVED
24 MONTHS	36 MONTHS	CONSTRUCTION PERIOD/FINAL CO

**02.G MISCELLANEOUS**

Respondent has long-standing roots in the City of El Paso and possesses significant knowledge of the subject location and its vicinity. Respondent is confident that this Project will provide a necessary boost to the downtown area sufficient to stimulate further growth in the vicinity, irrespective of any other emerging developments or incentives. Respondent's vision and objective is to help transform the downtown area into a thriving and attractive place to live, work and visit. In addition to stimulating a thriving downtown culture, the completed project is expected to provide 140 full time jobs, filled by local residents (approximately 100 retail, 15 hotel, 7 for apartments, and 10 for parking management) plus an additional 40 part time positions. Respondent will use its best efforts to ensure the compensation will be regionally competitive with performance incentives. These additional jobs are in addition to the jobs that will be created during the period of construction, which will require the type and number of positions typically required for such projects.

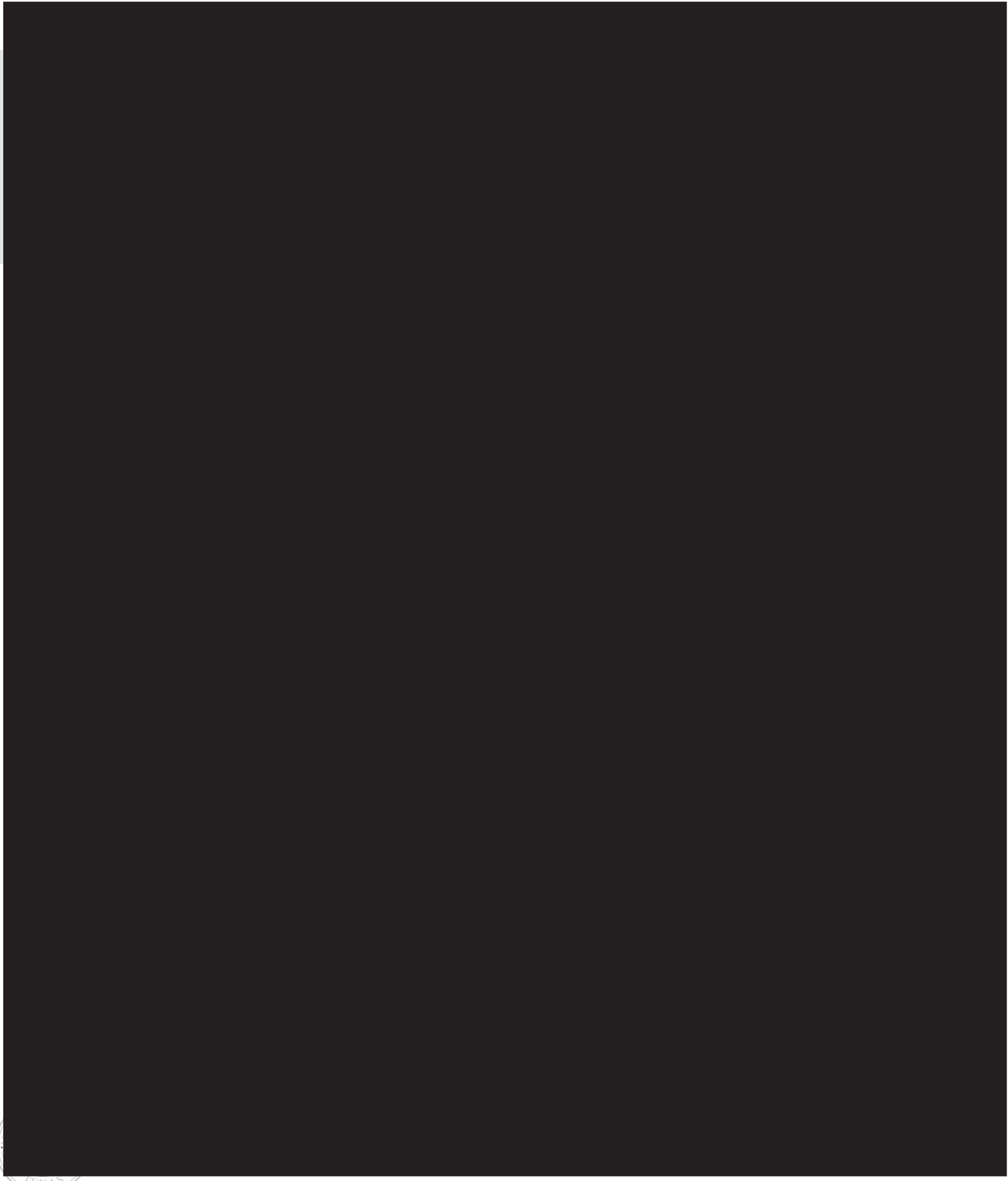




TAB 5/  
ADDENDA



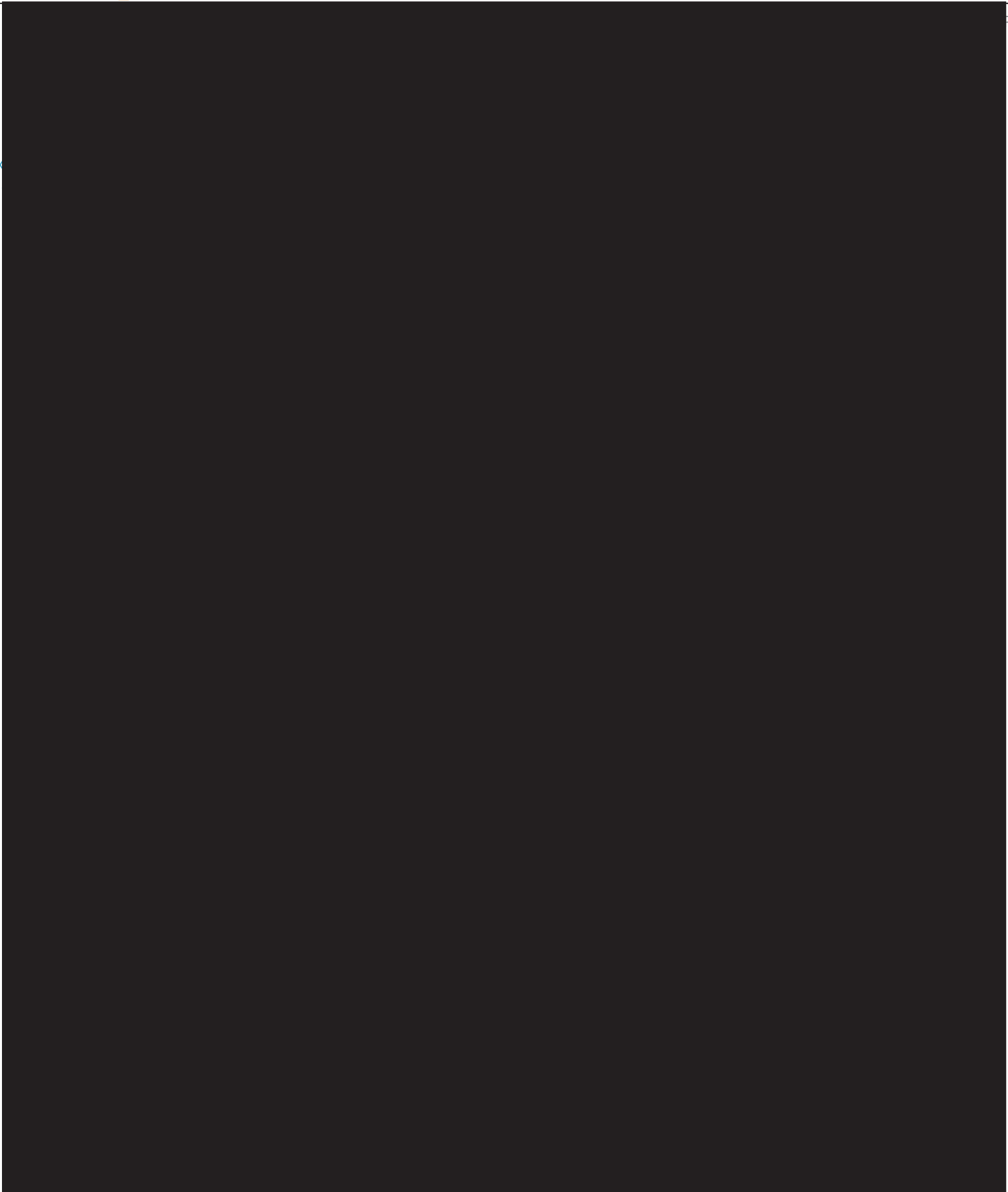














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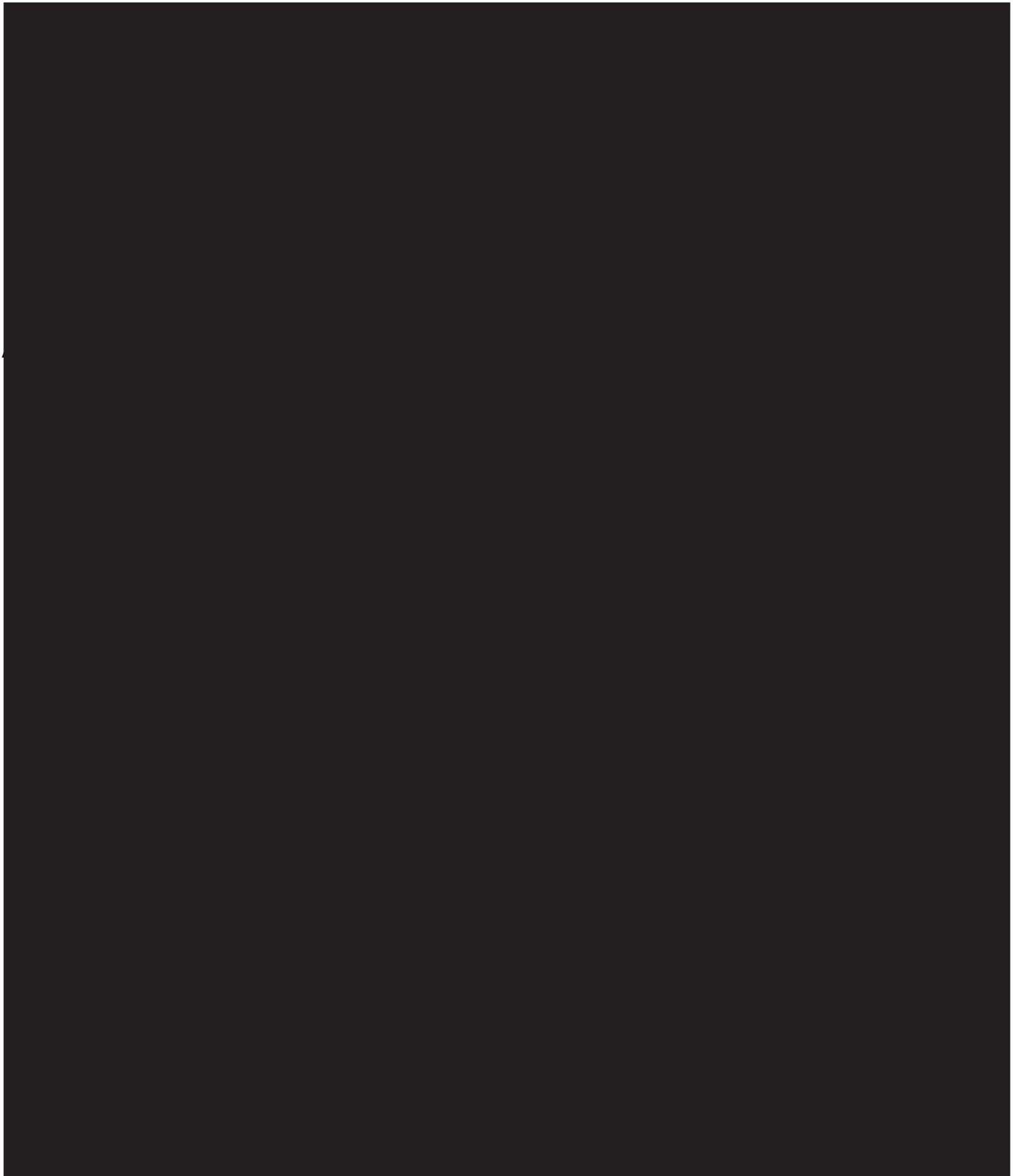


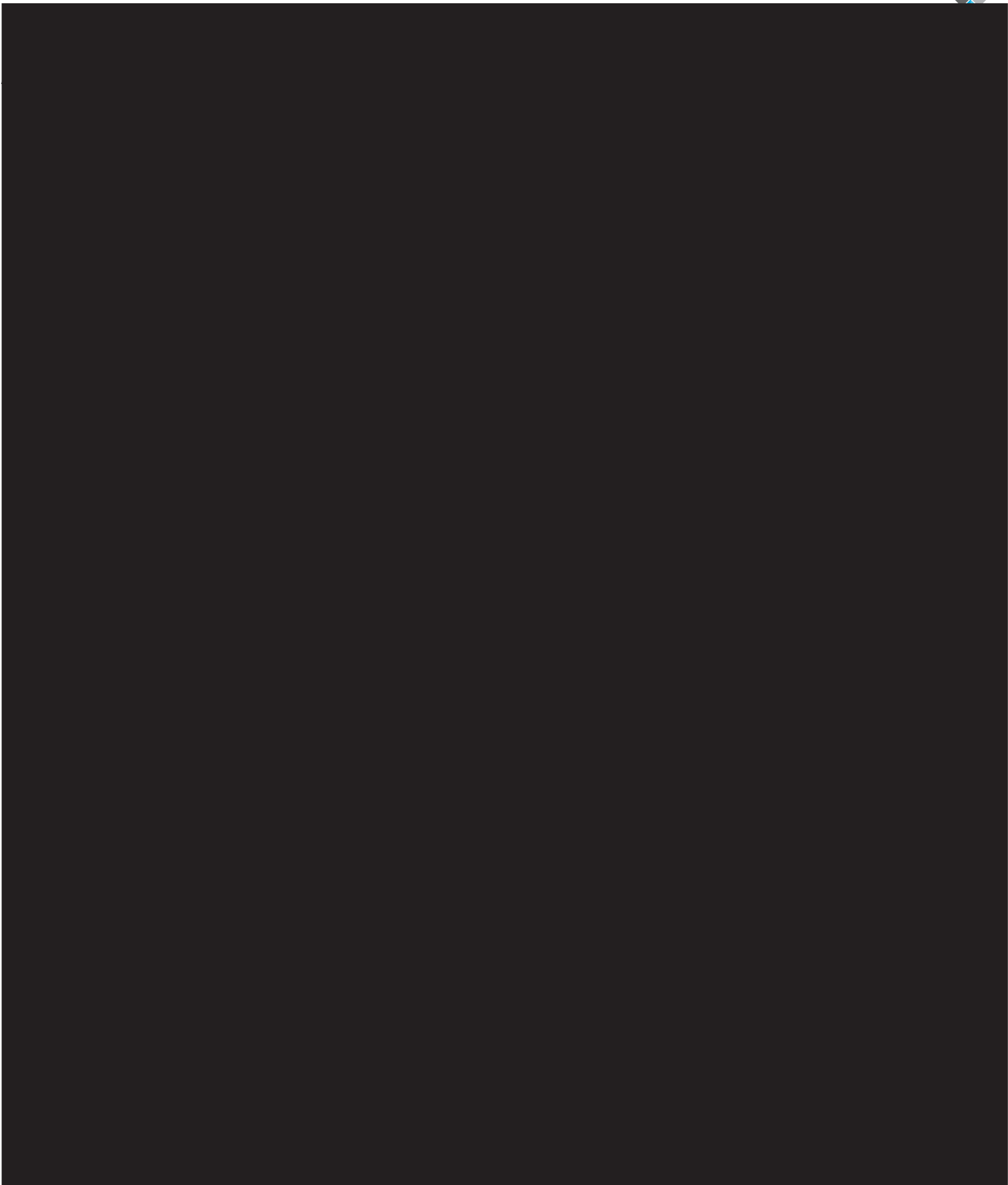


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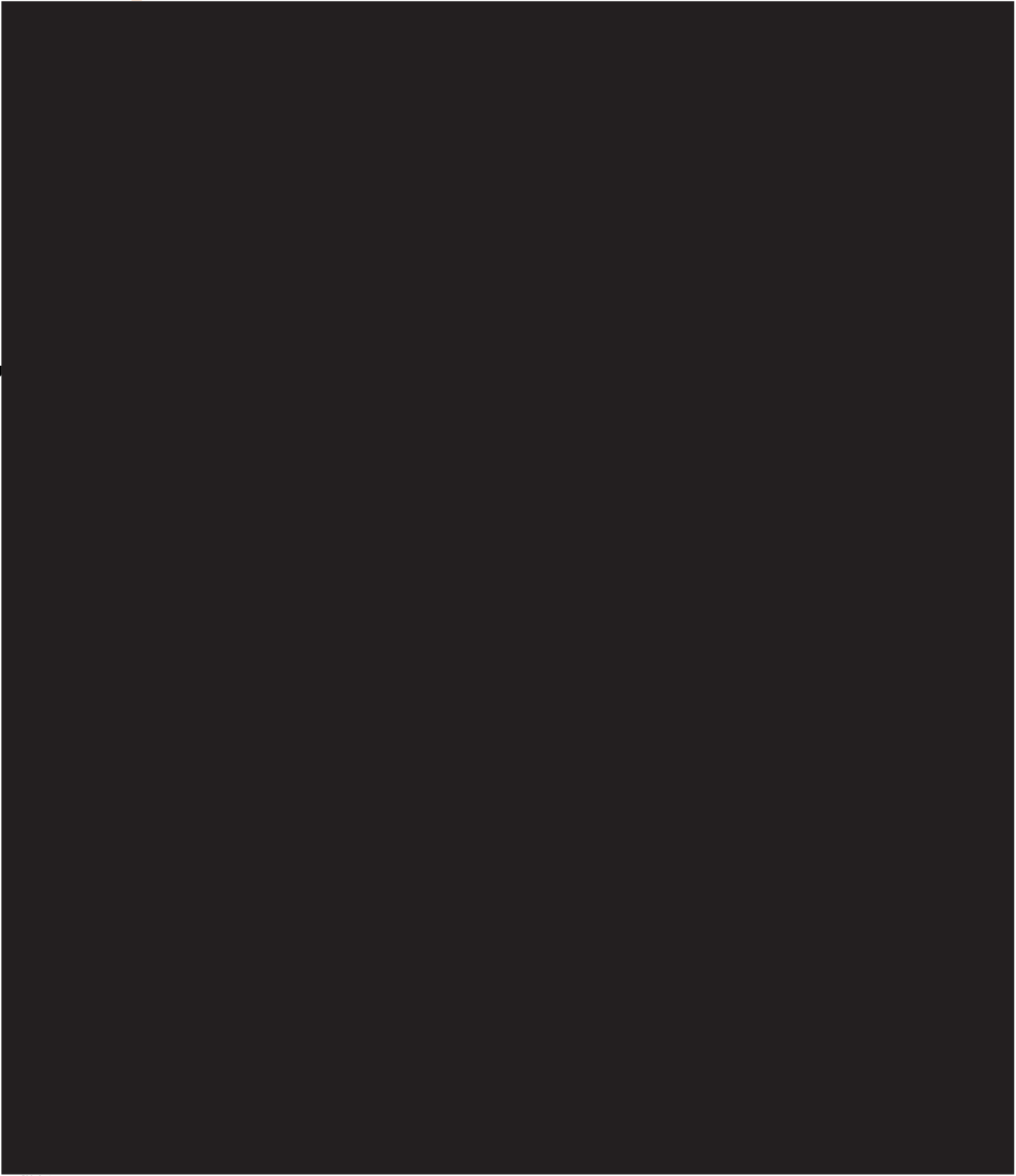
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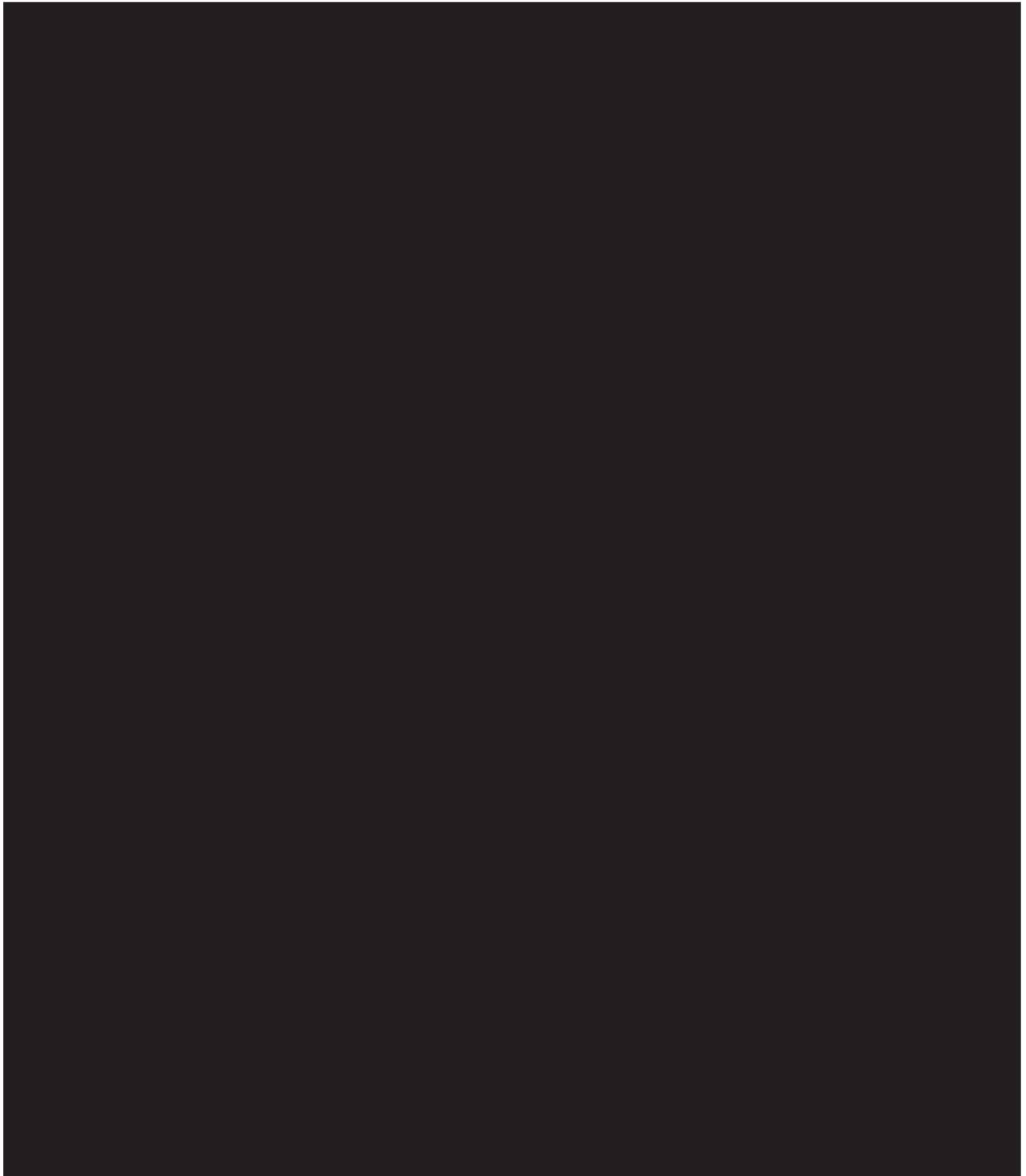


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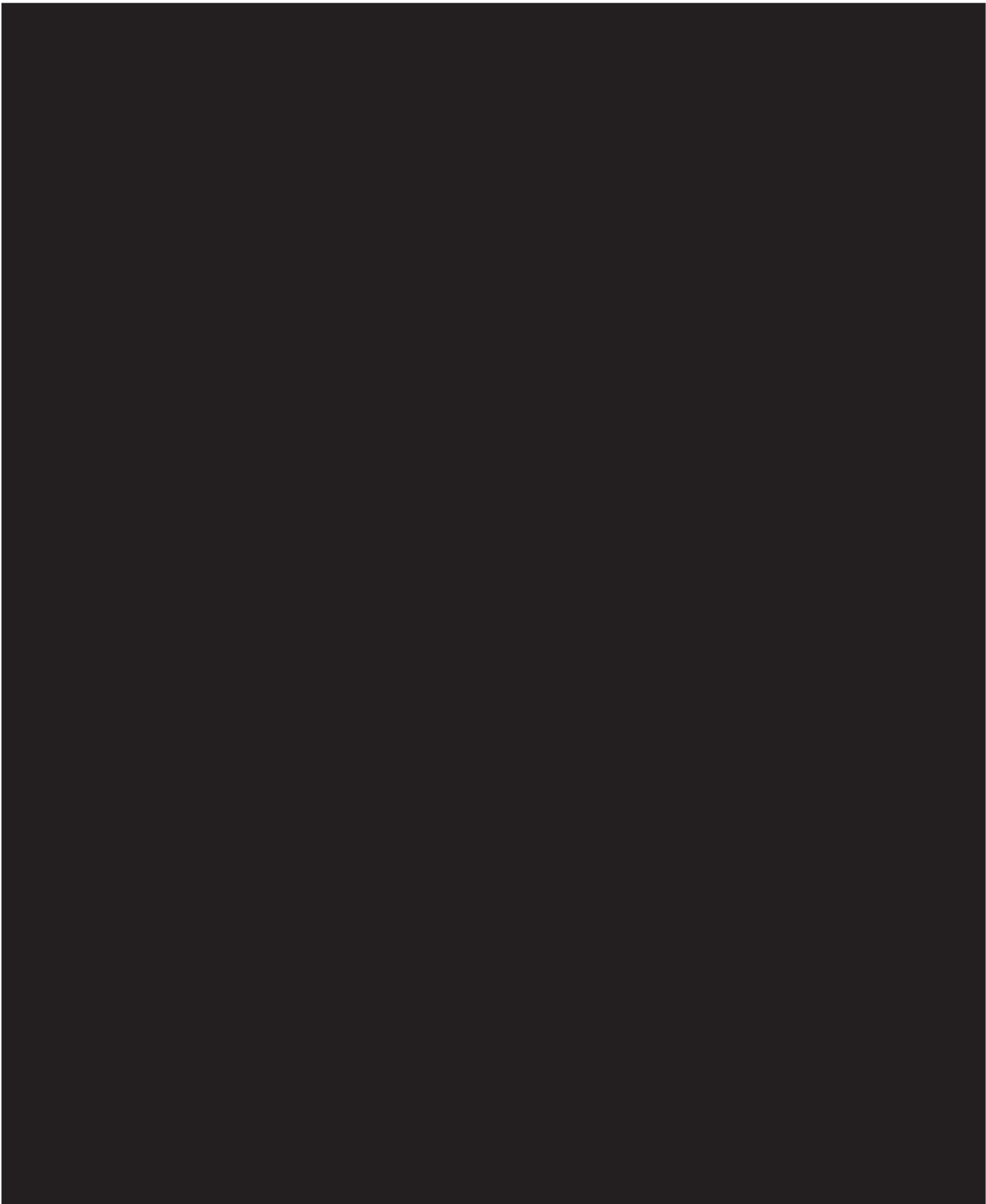




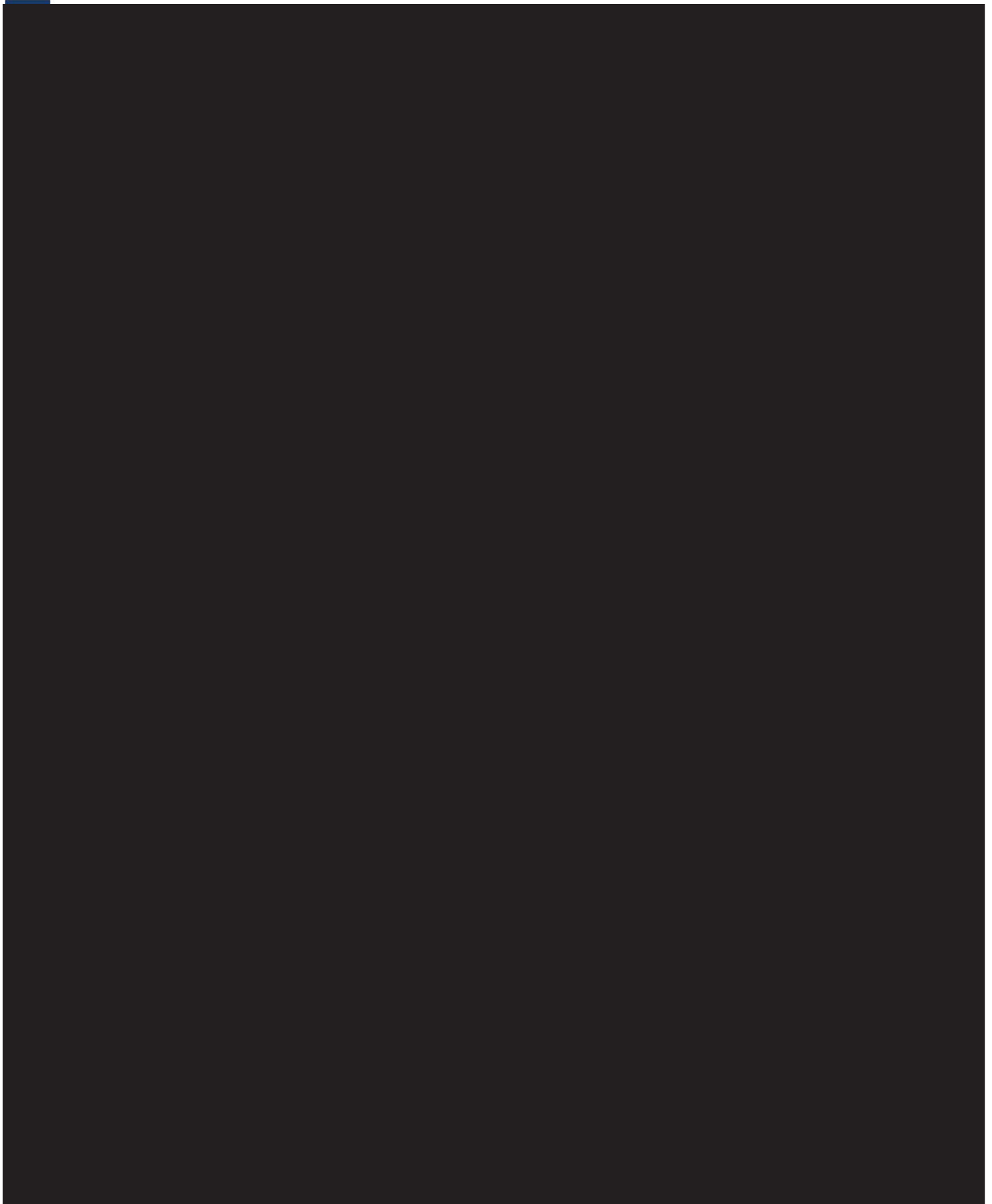








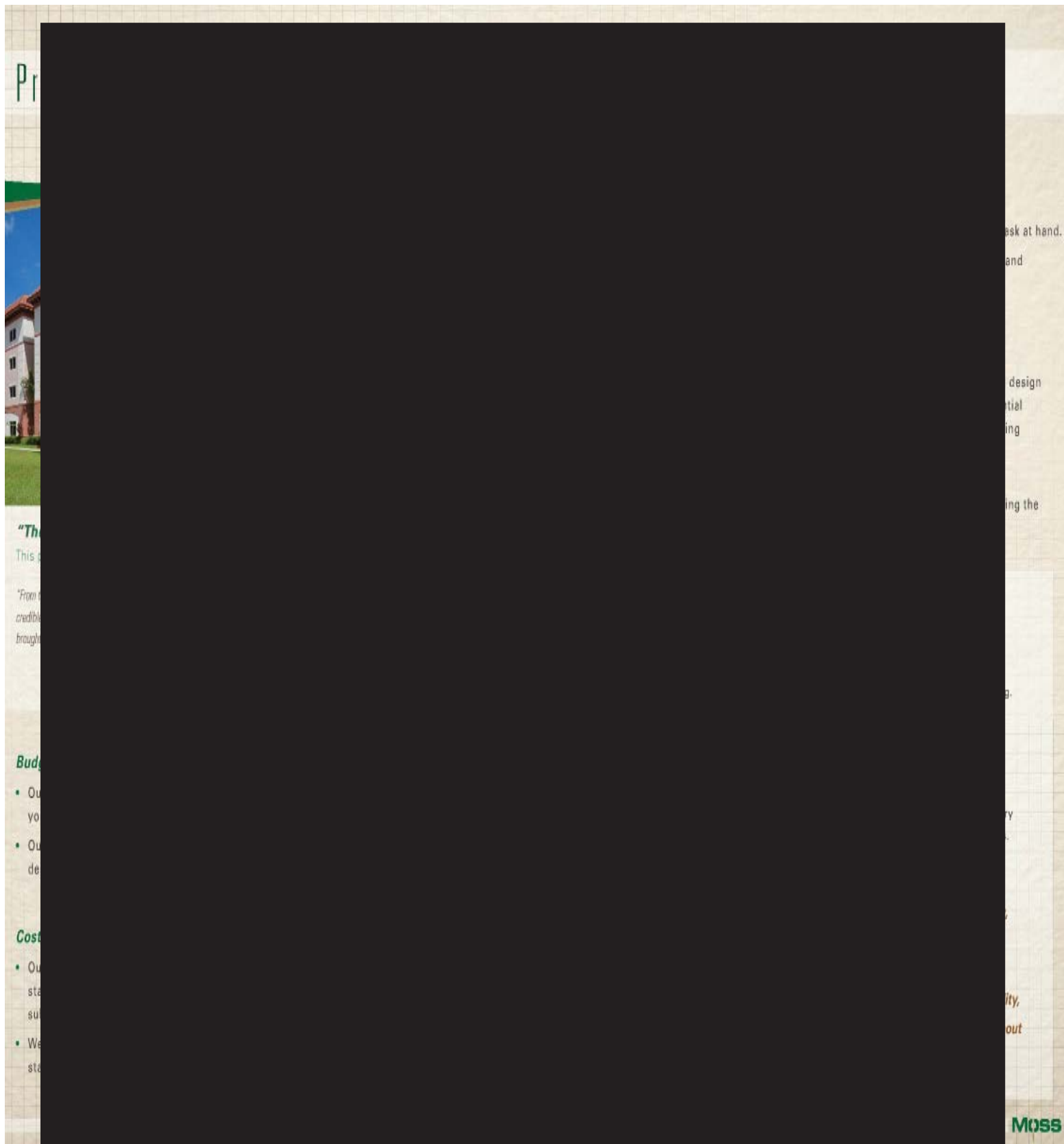












[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

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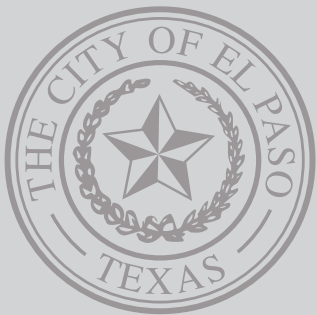
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





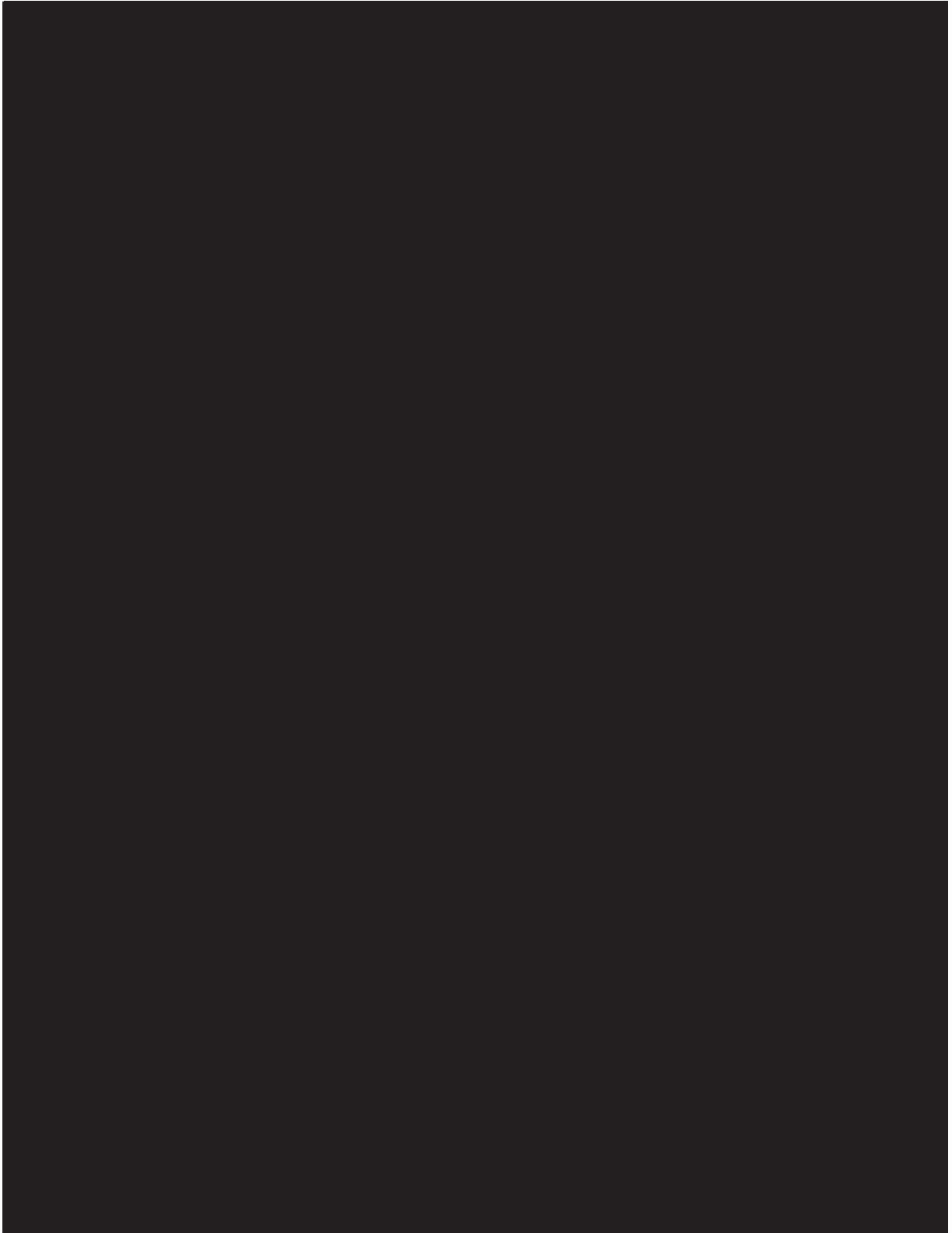
## TAB 6/ CERTIFICATES & ASSERTIONS

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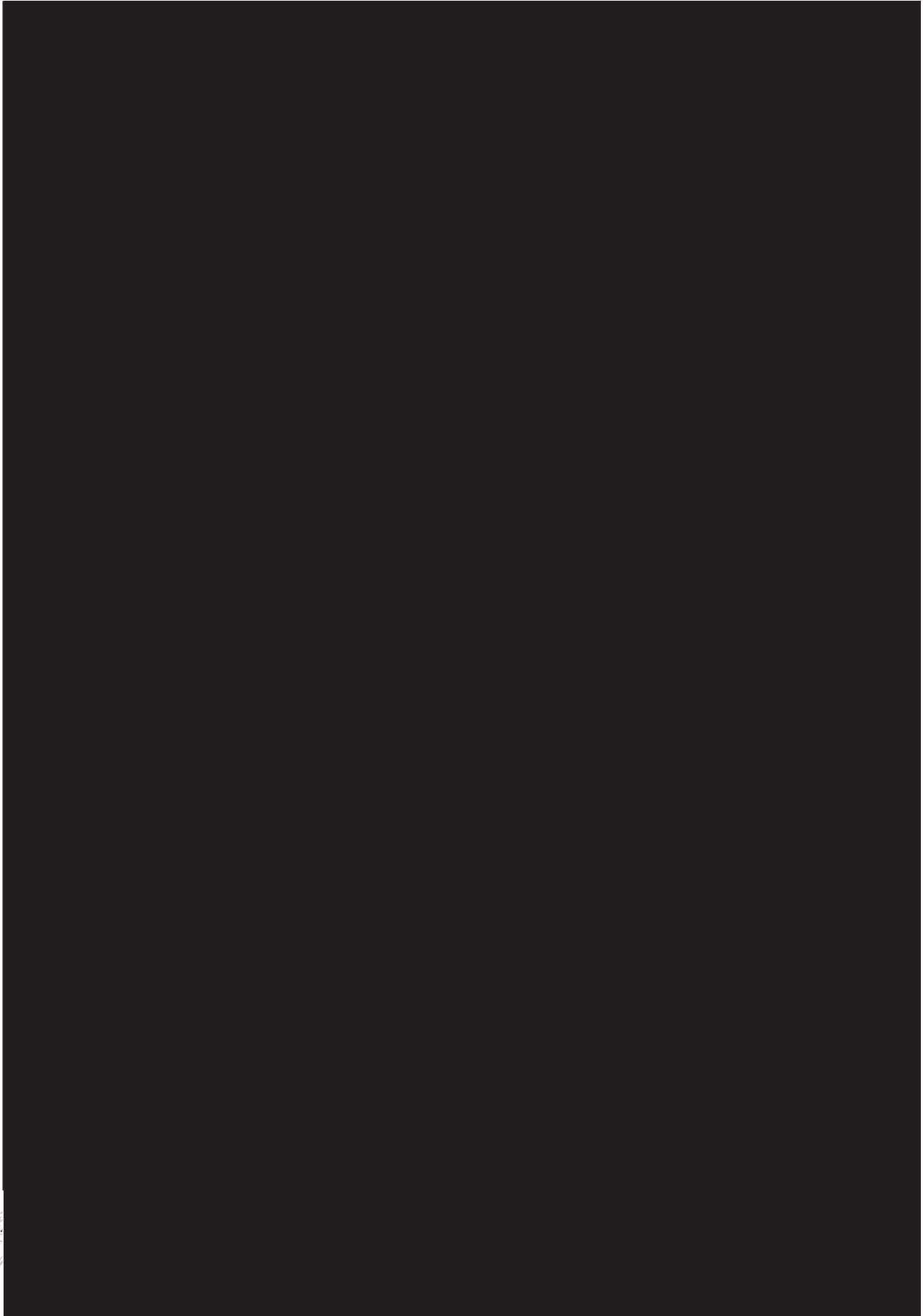


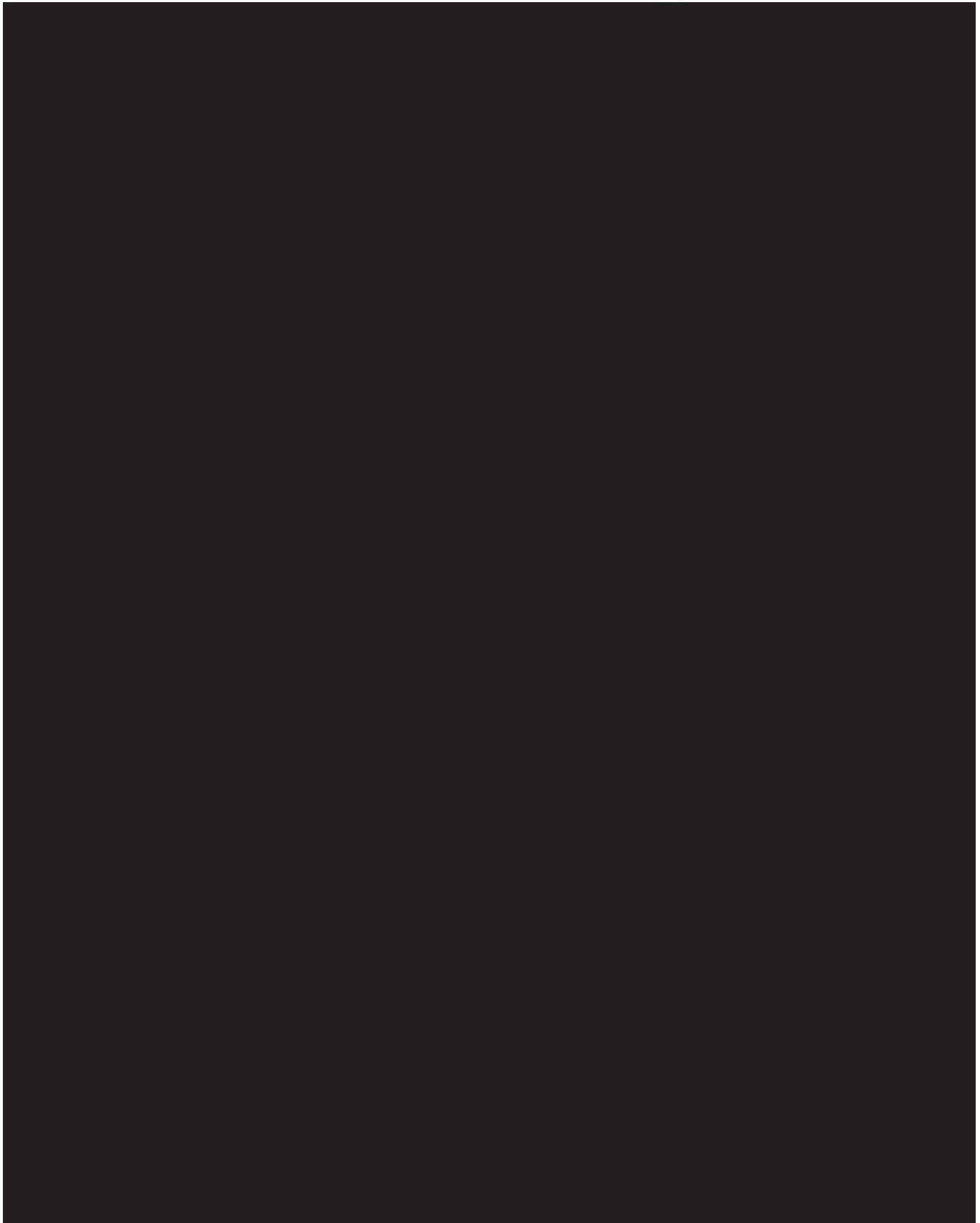








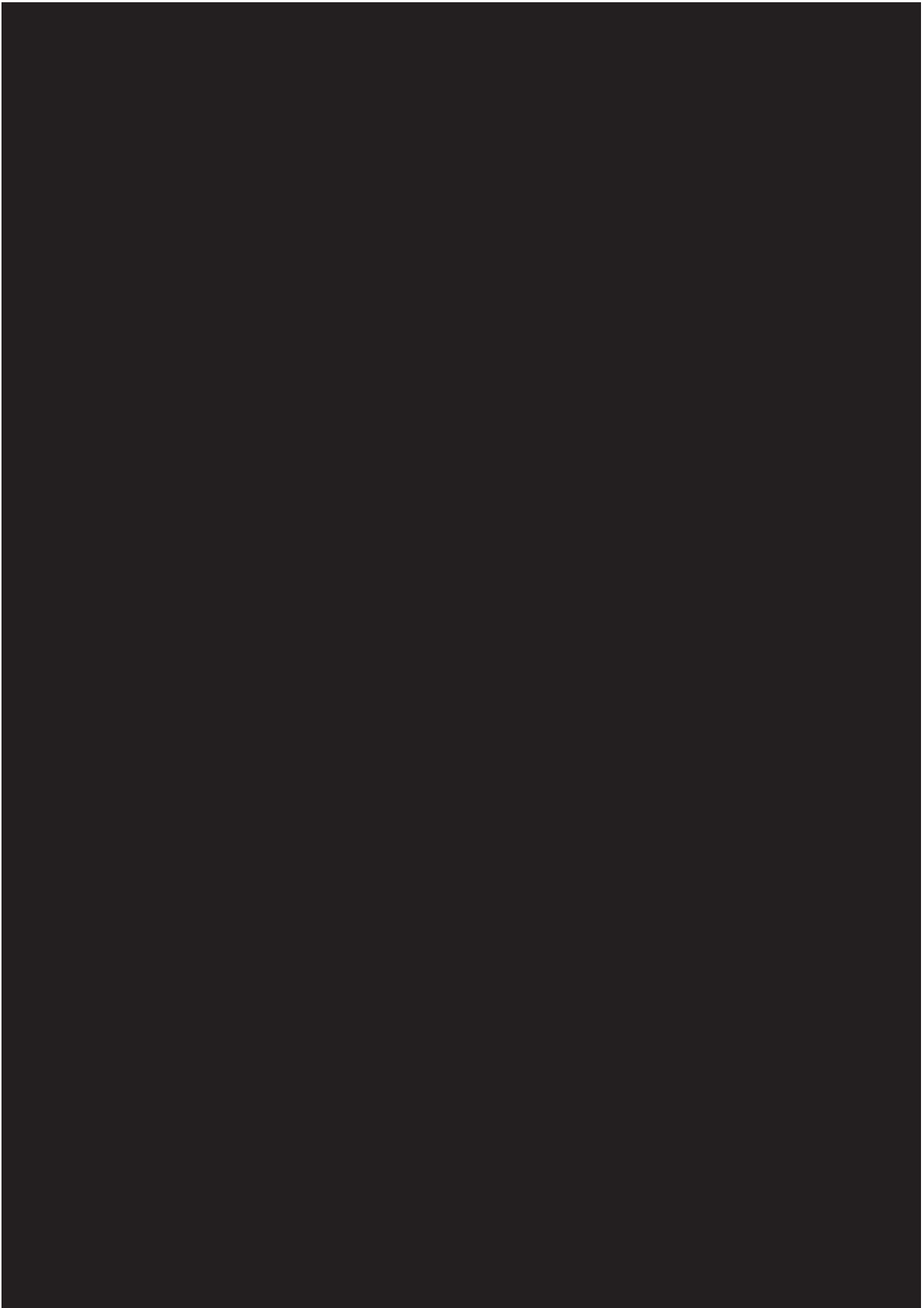




















**RESPONDENT : MEYERS GROUP DEVELOPMENT, LLC**

YEARS IN EXISTENCE:	20 years*	
OFFICE LOCATIONS:	5772 N. Mesa Street El Paso, Texas 79912	2600 S. Douglas Rd., Suite 1000 Coral Gables, Florida 33134
NO. EMPLOYEES :	5 Employess **	8 Employess

**RESPONDENT: II SABES,LP**

YEARS IN EXISTENCE:	17 years	
OFFICE LOCATIONS:	444 Executive Center Blvd., #238 El Paso, Texas 79902	8201 Lockheed Drive, Suite 235 El Paso, Texas 79925
NO. EMPLOYEES :	4 Employess	4 Employess

*ALL RESPONDENT-ENTITIES ARE AUTHORIZED TO DO BUSINESS IN AND IS IN GOOD STANDING WITH THE STATE OF TEXAS.*

\* Years reflected for both Respondents include their parent and affiliated companies.

\*\* Numbers of employees given for each Respondent-entity include employees working at corporate offices.











**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

[Redacted Content]



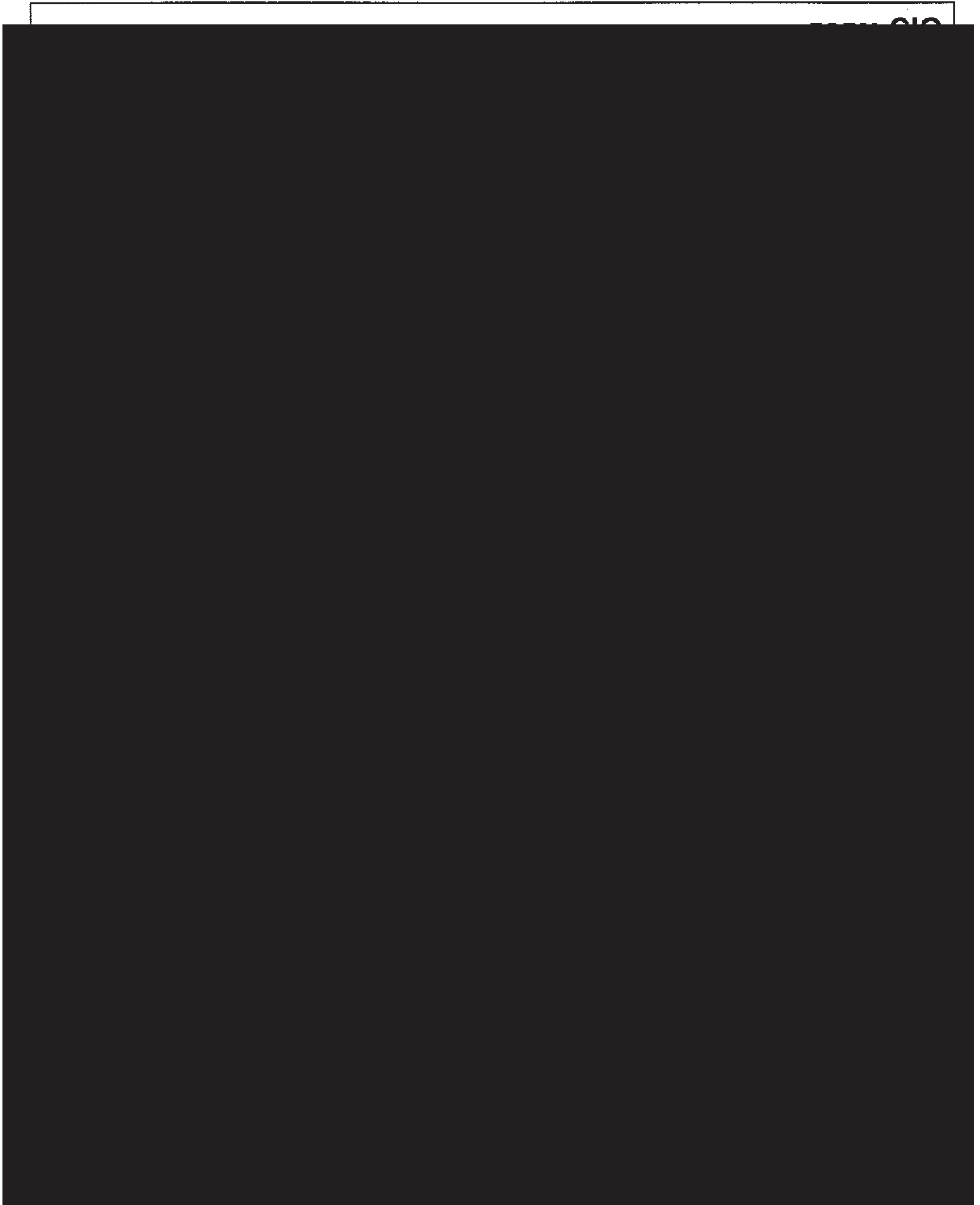
**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

[Redacted content]











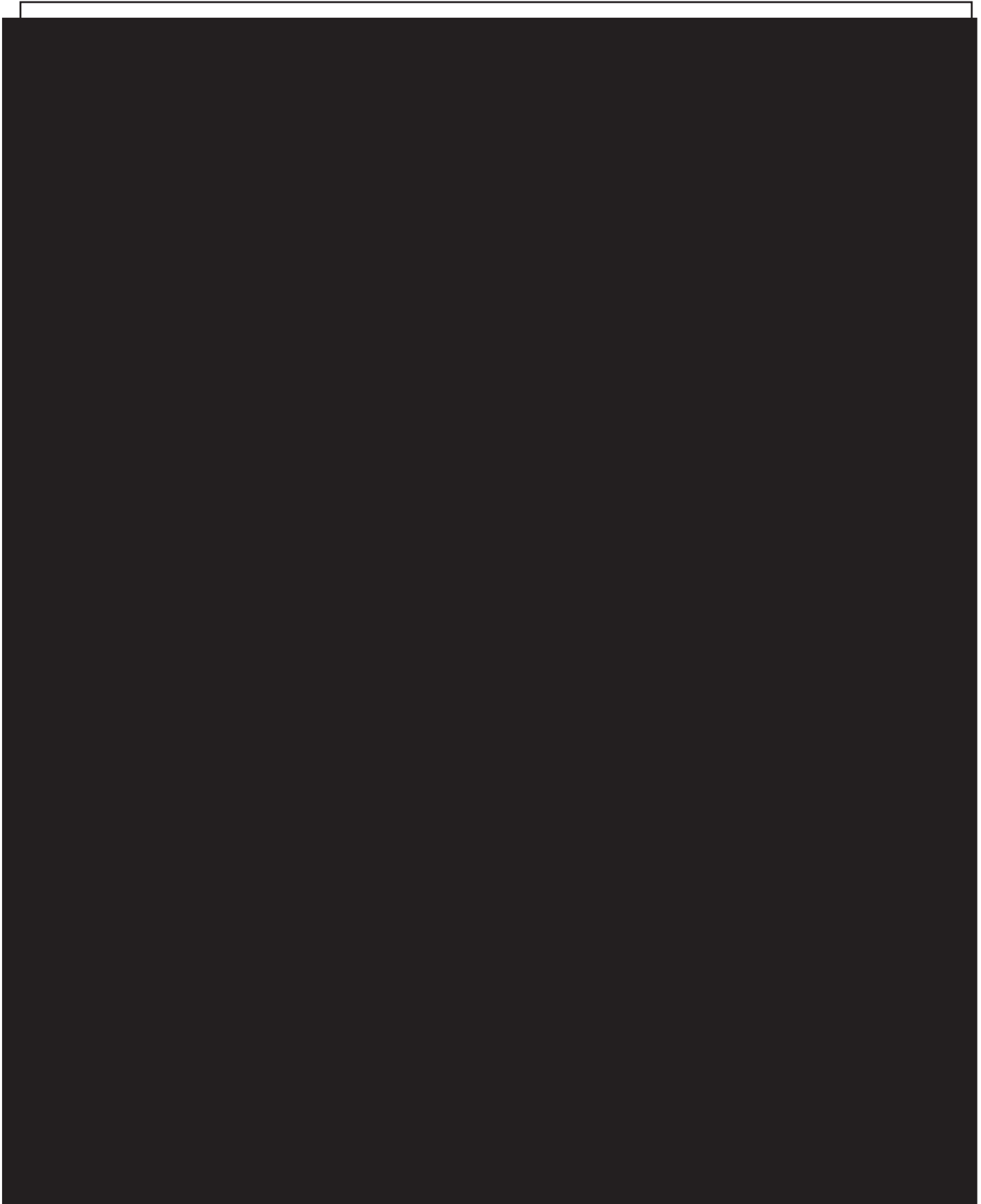




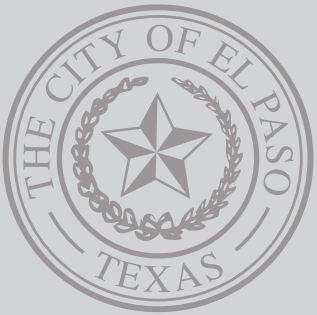






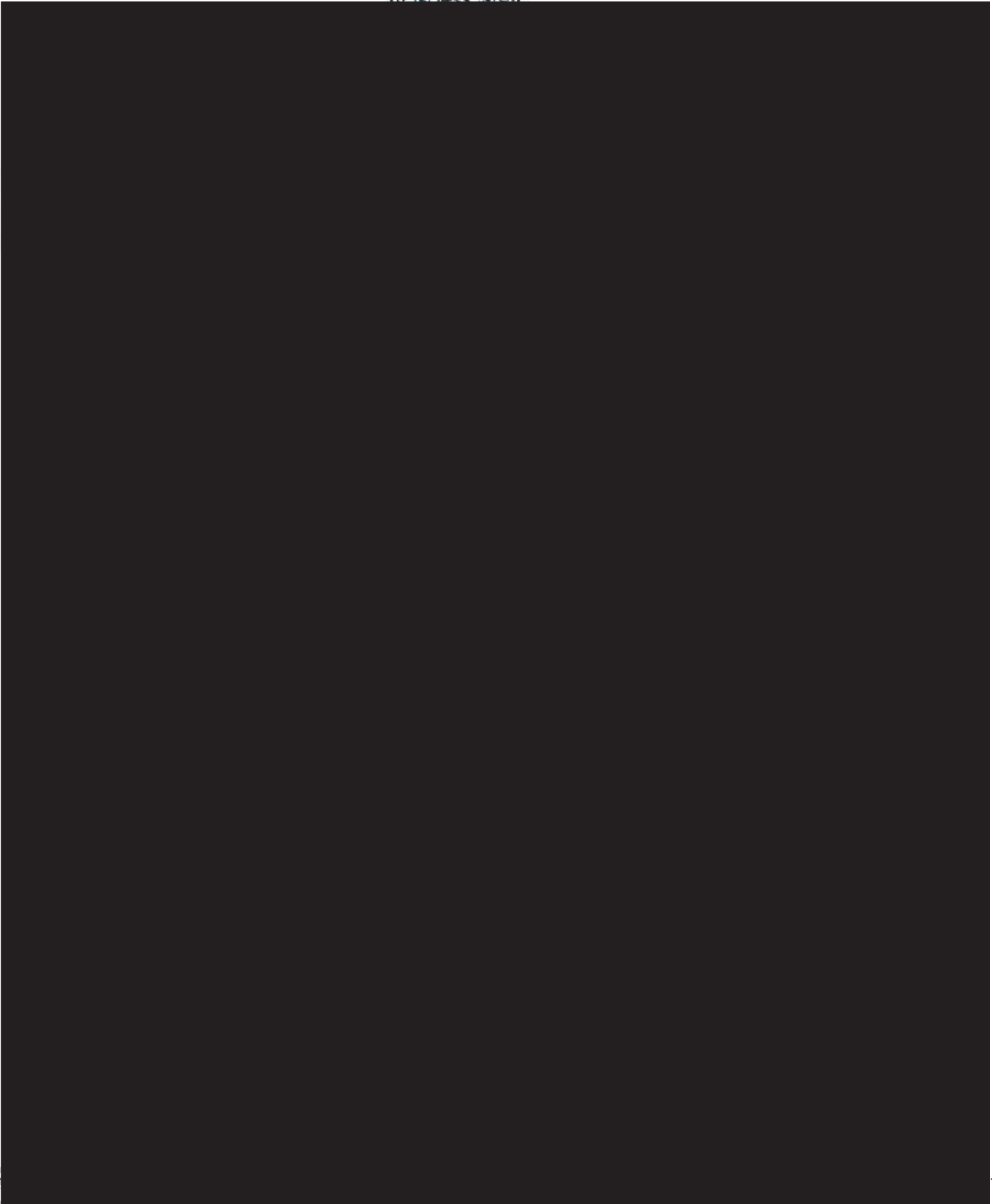






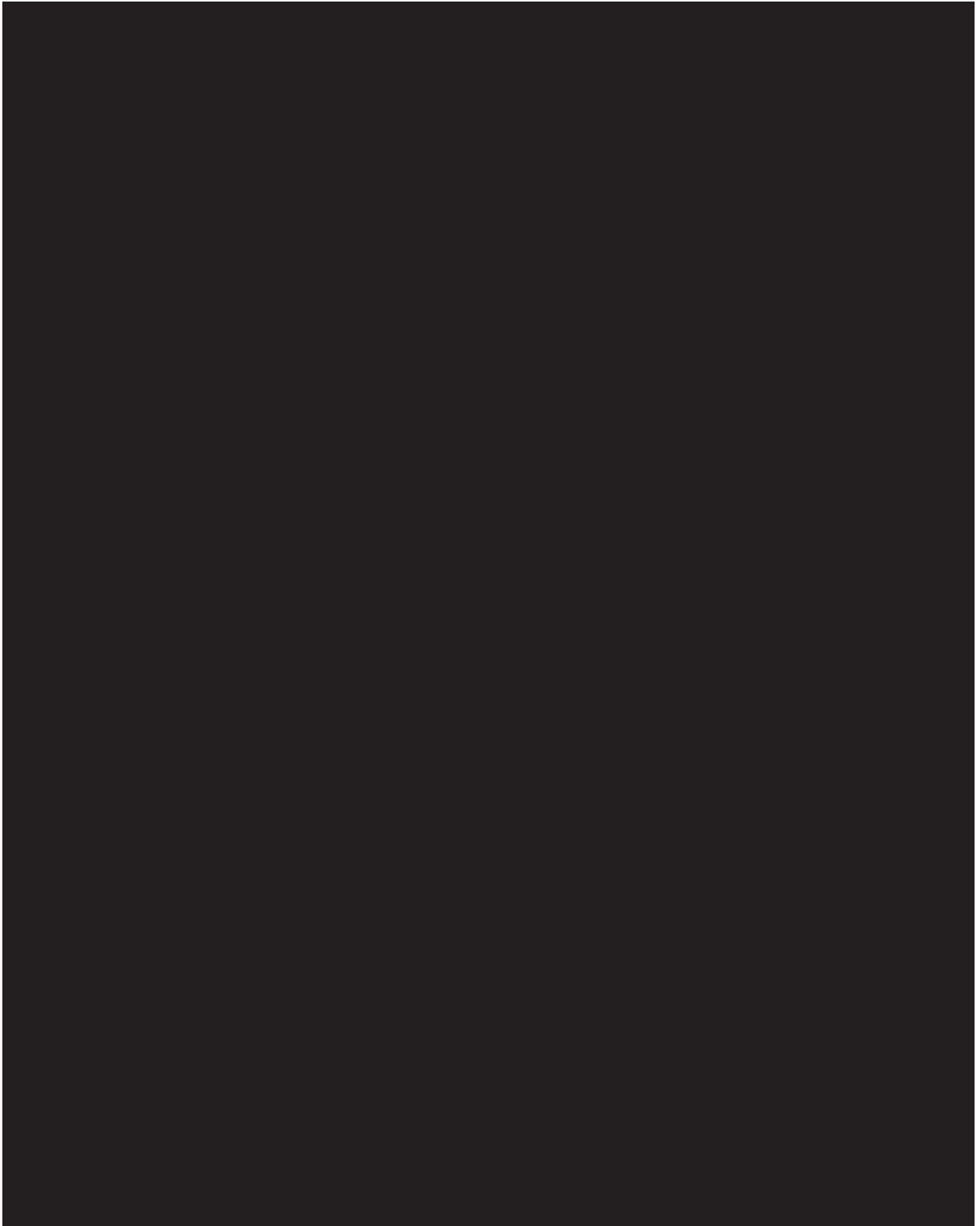
## EXIBIT B:









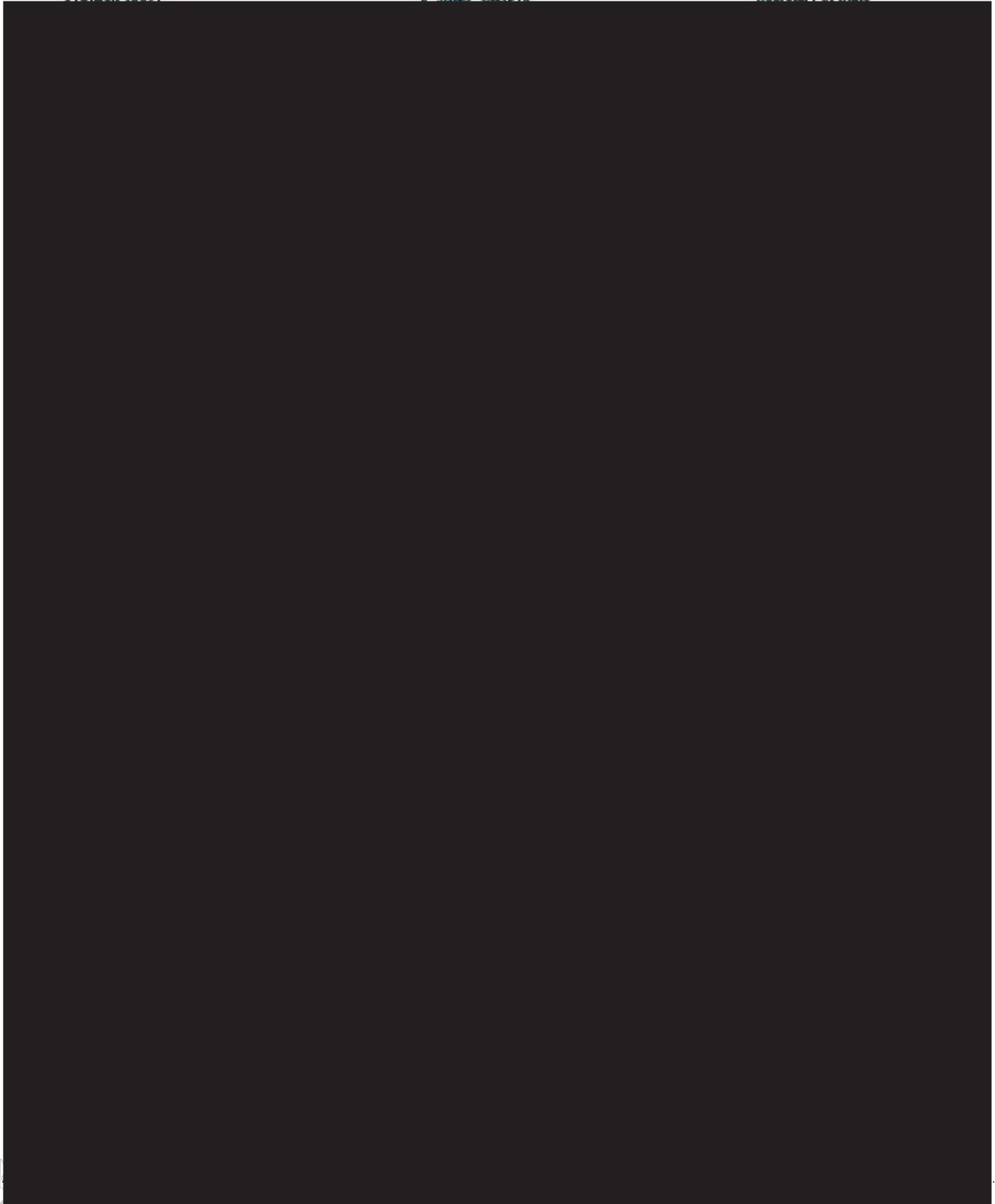




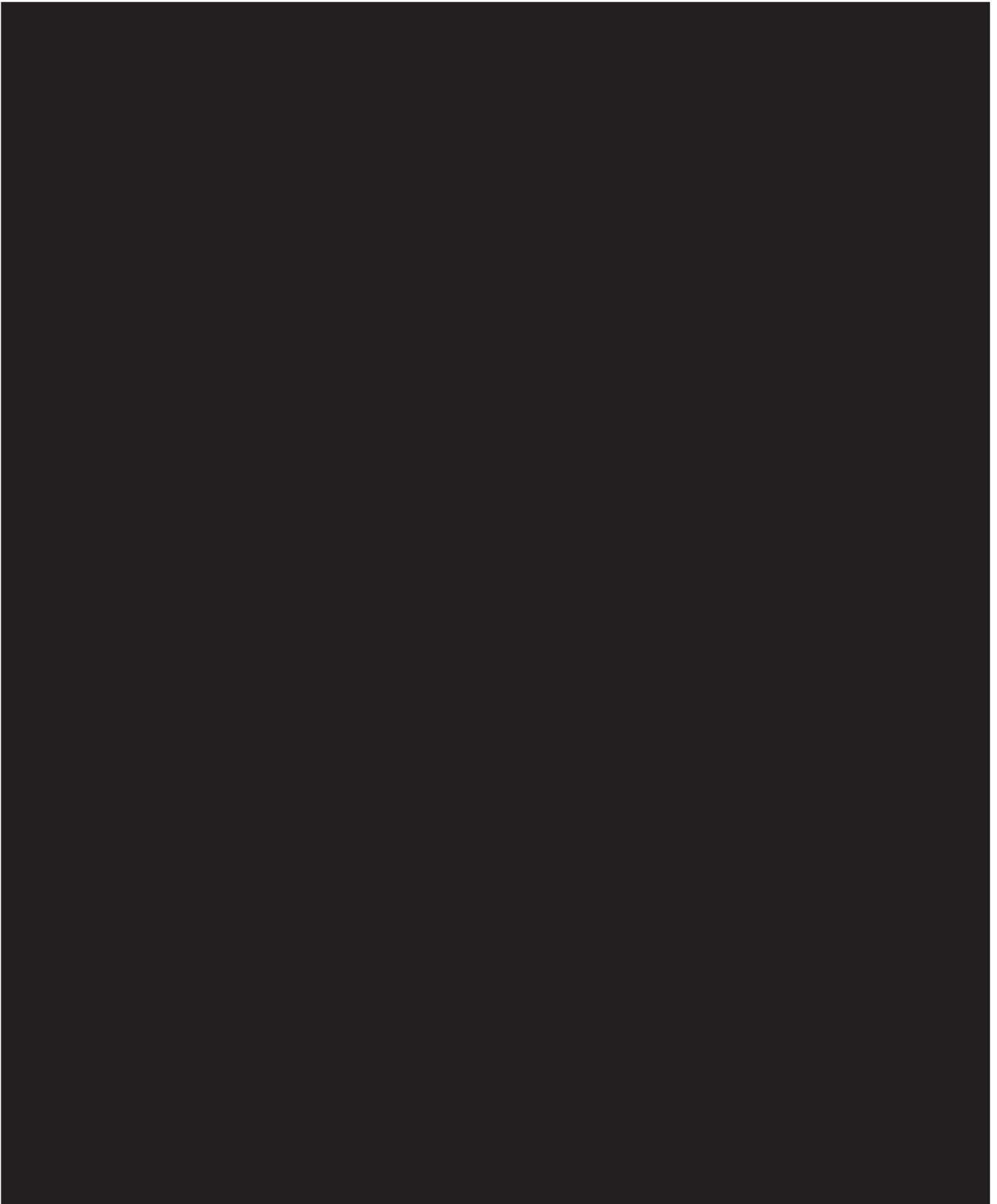
Corporations Section  
P.O. Box 13697



Hope Andrade  
Secretary of State



















[REDACTED]

surrounding the termination.



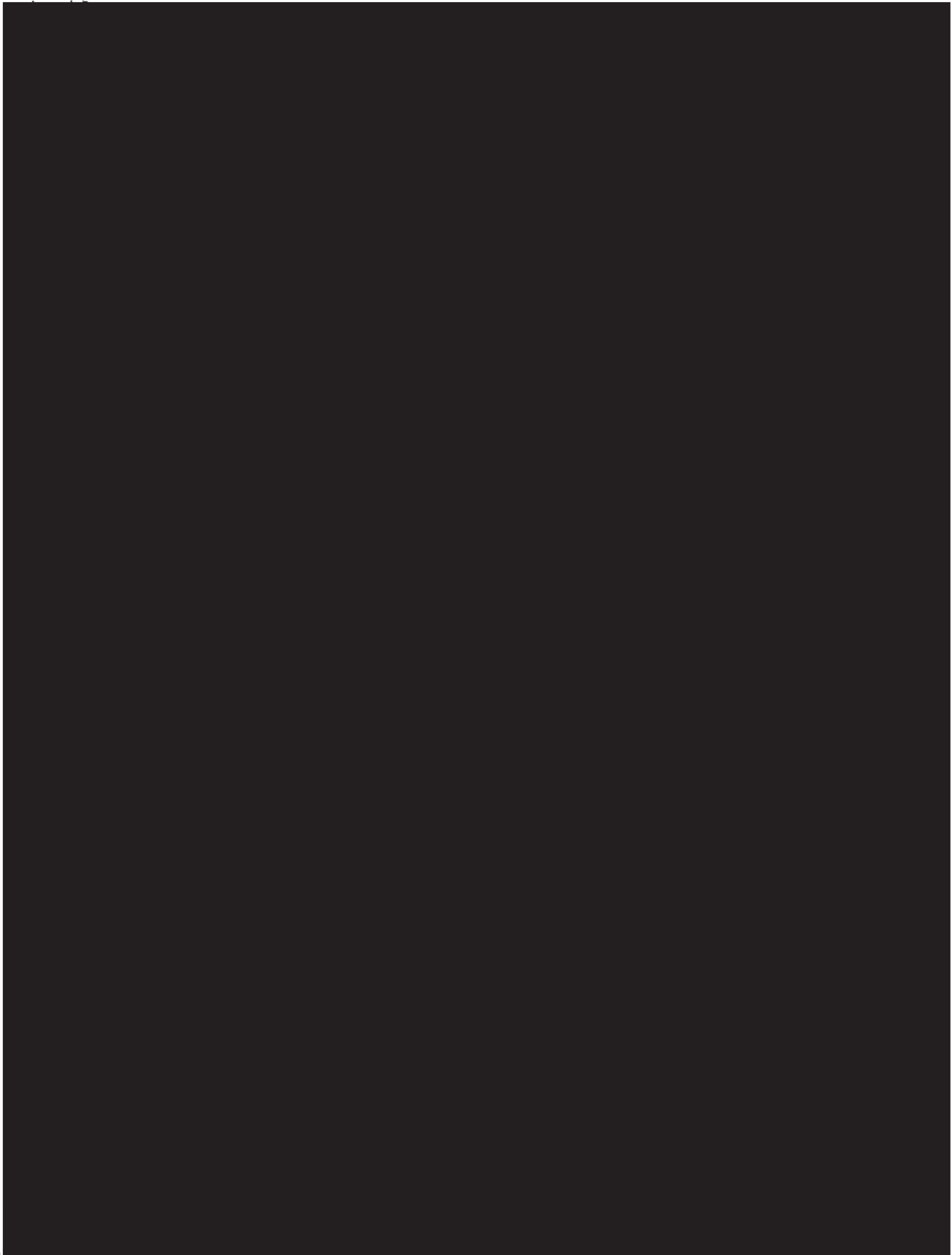


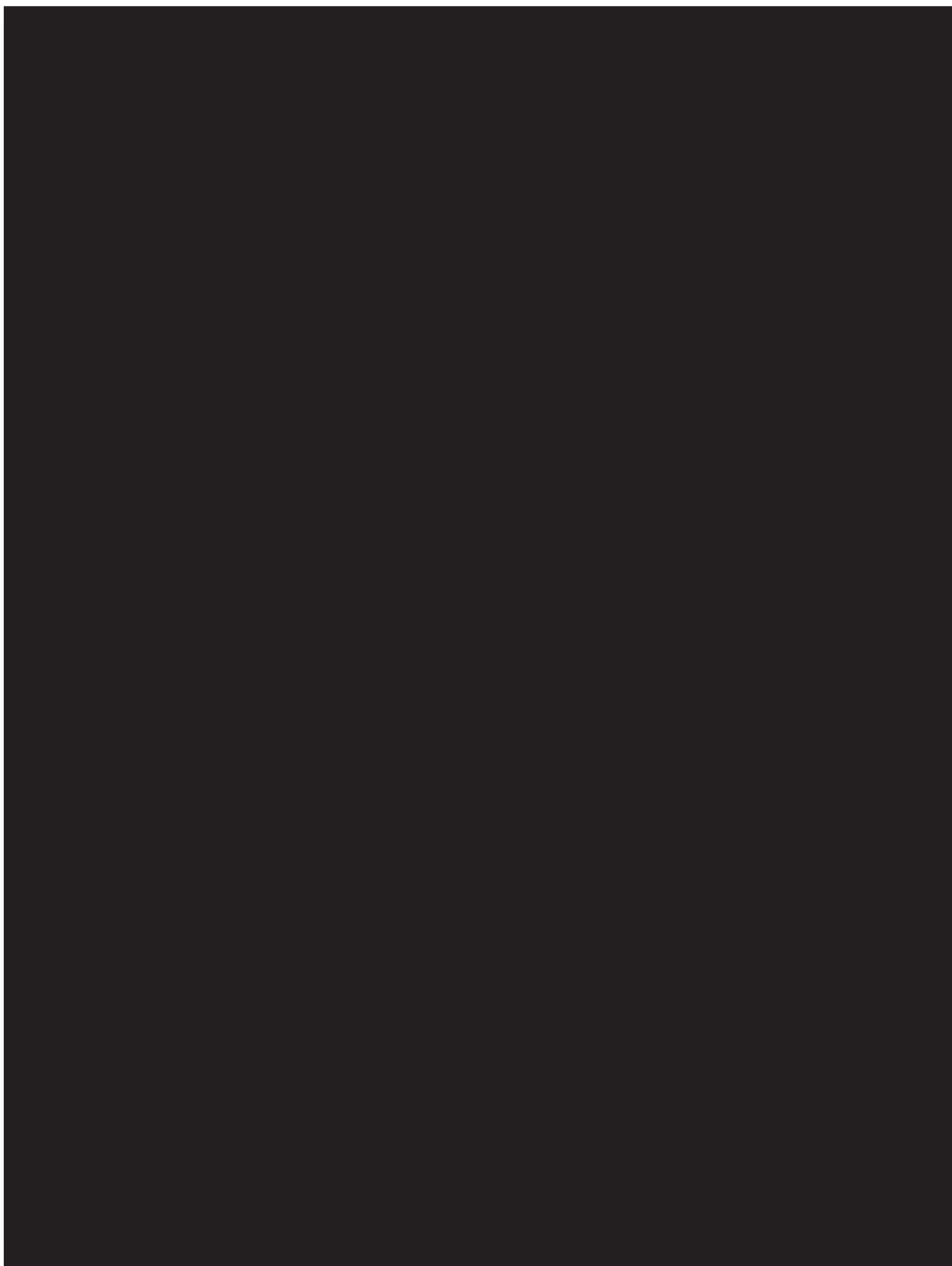


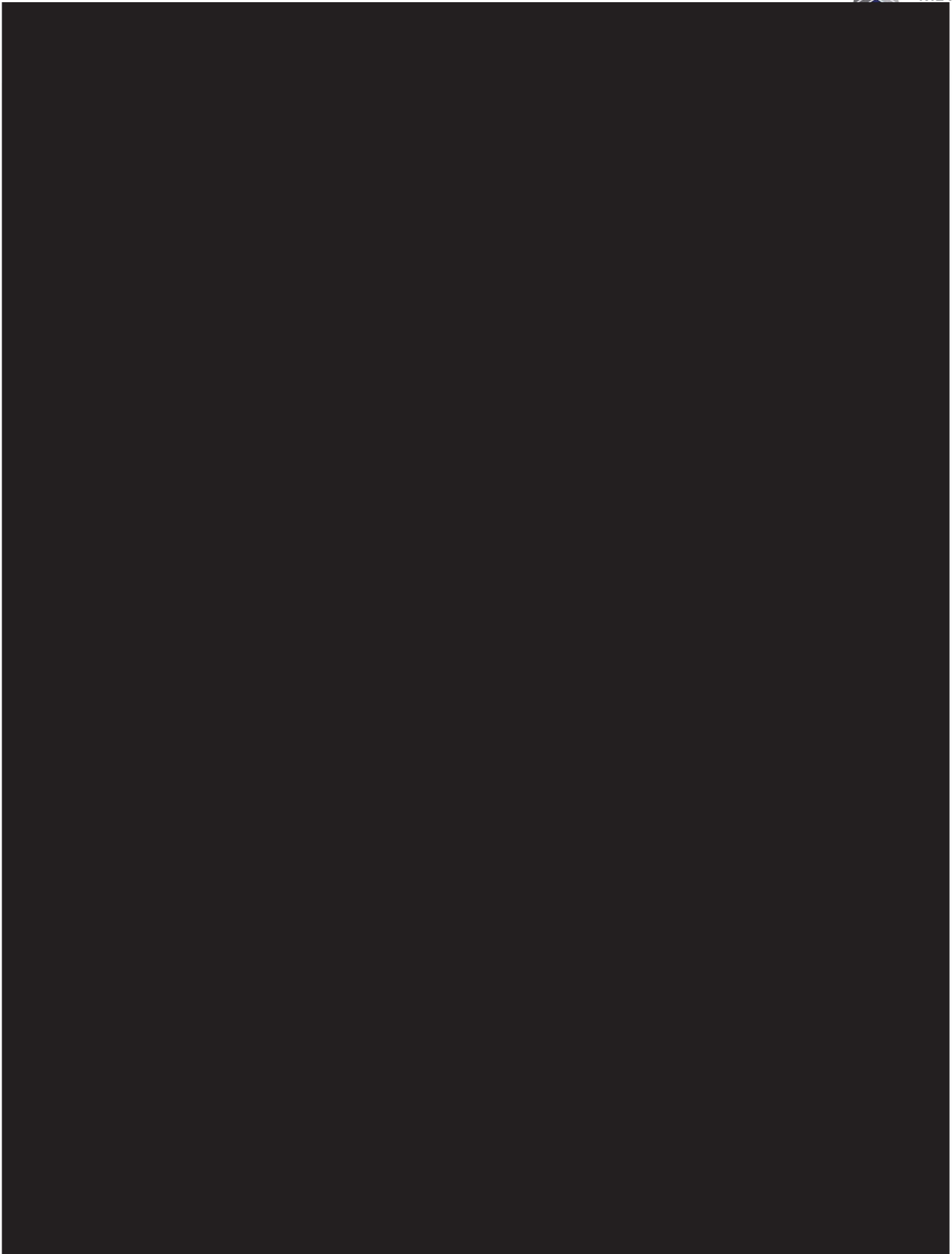








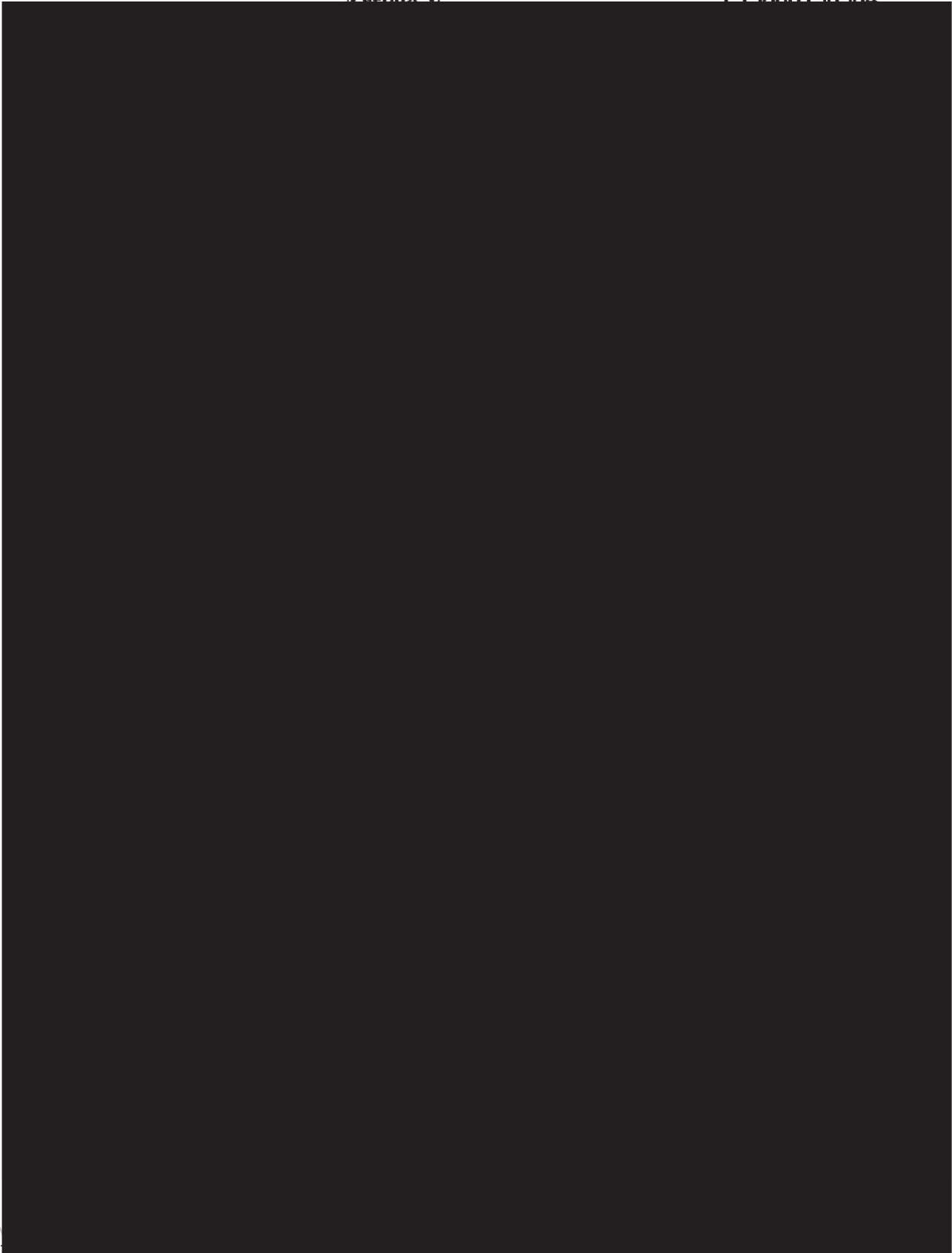






Article V

L 13000156564



# *State of Florida Department of State*

I certify from the records of this office that MEYERS GROUP DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 7, 2013.

The document number of this limited liability company is L13000156564.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on February 2, 2015, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of February,  
2016*



*Ken Datzner*  
**Secretary of State**

Tracking Number: CU0238828160


To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>







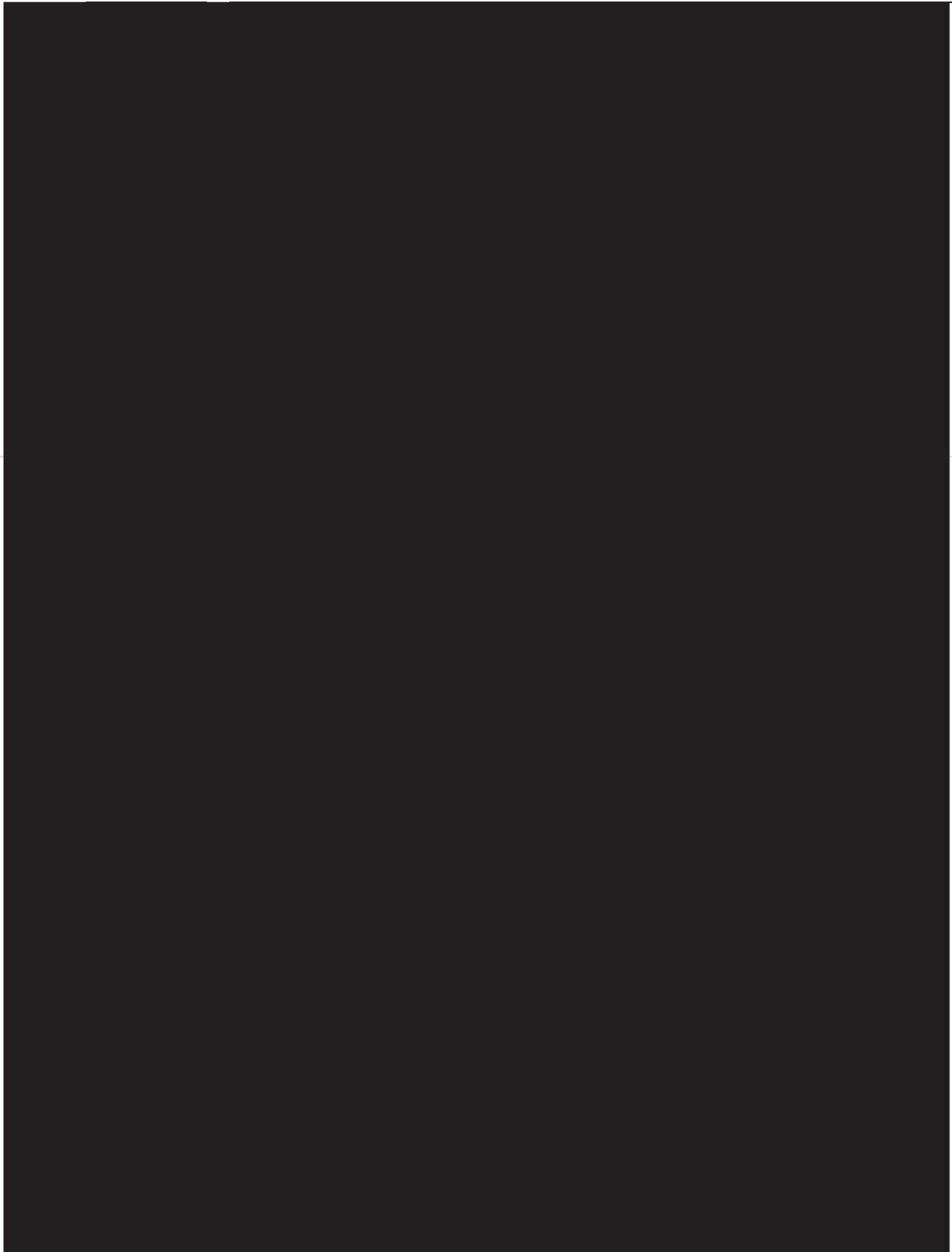
 Bonded through National Notary Assn.

Commission Expires           











## **ATTACHMENT A**

### **CONTRACT CLAUSES**

#### **1. TYPE AND TERM OF CONTRACT**

This is a Request for Proposal Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be upon negotiated terms commencing on the date the Contractor receives a written notice of award. Delivery of the notice of award shall be by Email or US Postal Service.

#### **2. INVOICES & PAYMENTS**

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

#### **3. CONTRACTUAL RELATIONSHIP**

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]**  
Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

#### **5. GRATUITIES**

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.



## 6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## 8. TERMINATION [Rev. 06/07/97]

## A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

## B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

## 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

## 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

## 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

## 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

## 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

## 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

## 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

## 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

## 18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

## 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

## 20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence  
 \$1,000,000.00 – General Aggregate  
 \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
 Purchasing & Strategic Sourcing Department  
 300 N. Campbell, 1<sup>st</sup> Floor  
 El Paso, Texas 79901-1153  
 Attn: Haydee Peña, Purchasing Agent

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

**Failure to submit insurance certification may result in contract cancellation.**

## 21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

## 22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Cary Westin  
 Economic Development Managing Director  
 Telephone: (915) 212-1614  
 Email: WestinCS@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso  
 Purchasing & Strategic Sourcing Department  
 300 N. Campbell, 1<sup>st</sup> Floor  
 El Paso, TX 79901-1153  
 Attn: Haydee Peña, Purchasing Agent

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



## 23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

## 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

## 25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

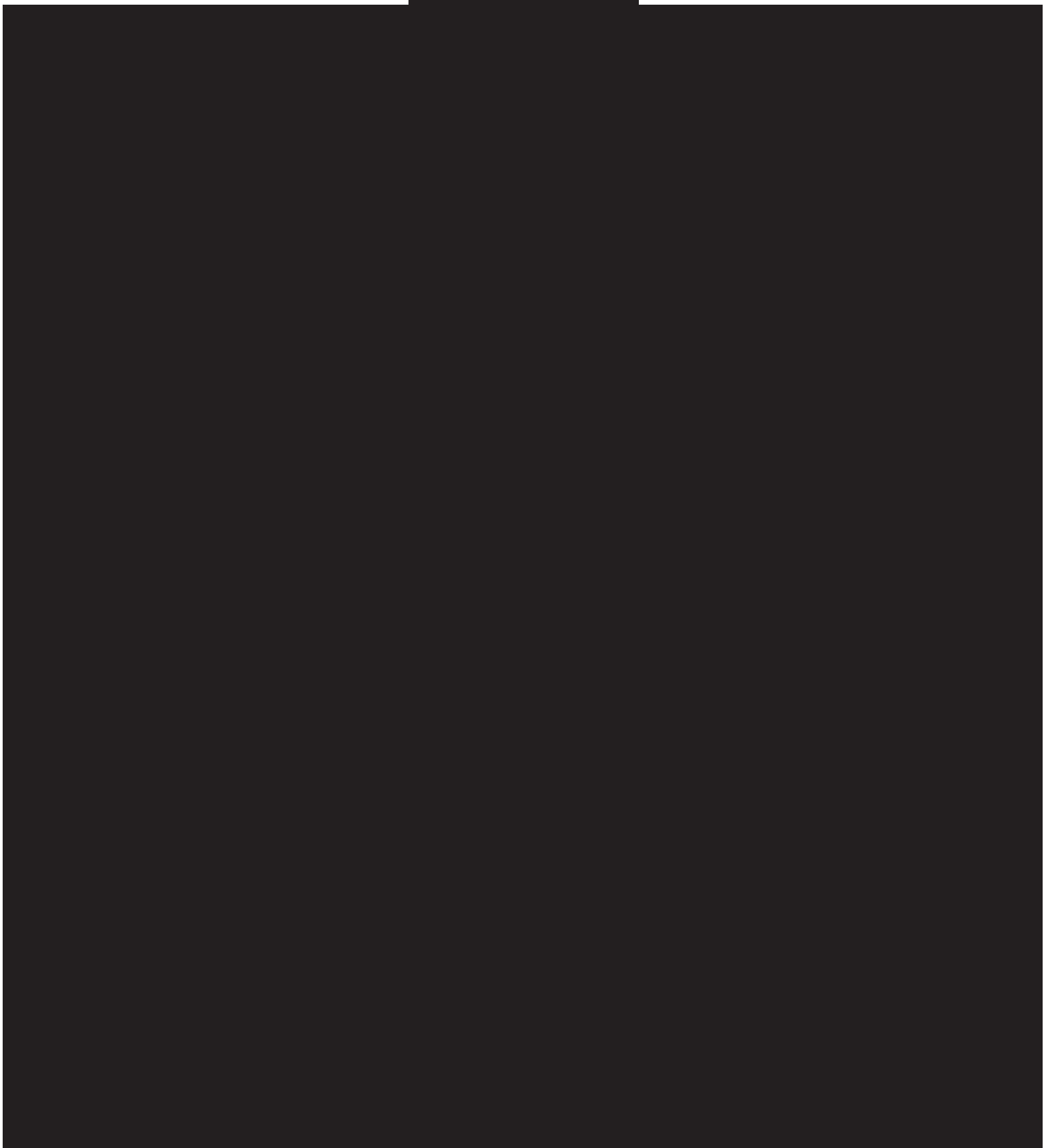
The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.











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## **EXHIBIT “D”**

### **PRE-DEVELOPMENT PERIOD SCHEDULE**

15 days from Effective Date:	City to provide existing Site Documents
90 days from Effective Date:	Developer Due Diligence Period Ends
60 days from Receipt and Acceptance: for downtown	City to provide available incentives of Final Report
Before Comprehensive Agreement Considered:	Developer Private Equity Funding Committed
180 days from Effective Date:	Final Report Due
60 days from Receipt and Acceptance of Final Report:	Joint Obligation Period Ends City reviews and comments on Final Report; Accepts Parties finalize Comprehensive Agreement