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

DEPARTMENT: Engineering and Construction Management and Department of Sun Metro

AGENDA DATE: February 14, 2012

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer (X4423)
Jay Banasiak, Sun Metro, 534-5811

DISTRICT(S) AFFECTED: 2

SUBJECT:

Discussion and action of the award of an agreement for professional services to ECM International, Inc. as consultant for Sun Metro Operation and Maintenance Facilities.

That the City Manager be authorized to sign the Agreement for Professional Services by and between the CITY OF EL PASO and ECM INTERNATIONAL, INC., a Texas Corporation, for a project known as "SUN METRO OPERATION AND MAINTENANCE FACILITY" for an amount not to exceed SIX HUNDRED TWO THOUSAND THREE HUNDRED TWENTY FIVE and 50/100 Dollars ($602,325.50) and that the City Engineer be authorized to approve up to $50,000.00 in additional services for a total contract amount not to exceed SIX HUNDRED FIFTY TWO THOUSAND THREE HUNDRED TWENTY FIVE 30/100 Dollars ($652,325.50).

BACKGROUND / DISCUSSION:

The Engineering and Construction Management Department recommend award of consulting agreement to ECM International, Inc. The contract will be used for construction management services for the construction of Sun Metro Facilities at Montana Avenue at Global Reach. Services include; construction inspection, value engineering; constructability review, construction negotiations, design review and cost estimating. The contract is a time and materials contract.

ECM International was selected through the City's AE selection process, which is qualification based.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Funding source(s) is/are:

$602,325.50	2011 Transportation CO's, Approved 11/2/2010

BOARD / COMMISSION ACTION:

N/A

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign the Agreement for Professional Services by and between the CITY OF EL PASO and ECM INTERNATIONAL, INC., a Texas Corporation, for a project known as "SUN METRO OPERATION AND MAINTENANCE FACILITY" for an amount not to exceed SIX HUNDRED TWO THOUSAND THREE HUNDRED TWENTY FIVE and 50/100 Dollars ($602,325.50) and that the City Engineer be authorized to approve up to $50,000.00 in additional services for a total contract amount not to exceed SIX HUNDRED FIFTY TWO THOUSAND THREE HUNDRED TWENTY FIVE 50/100 Dollars ($652,325.50).

ADOPTED THIS _____ DAY OF _____ 2012.

CITY OF EL PASO:

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

_____
Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT

_____
for R. Alan Shubert, P.E.
City Engineer

Matter # 12-1004-137 PL # 98631
Reso/Agreement for Prof Svc
Sun Metro Operation and Maintenance Facility
ECM International, Inc.
COSB

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR PROFESSIONAL SERVICES CONTRUCTION MANAGEMENT

This Agreement is made this _____ **day of** _____, **2012** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **ECM INTERNATIONAL, INC.** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services for a project known as **"SUN METRO OPERATION AND MAINTENANCE FACILITY"**, hereinafter referred to as the **"Project"**, as further described in **Attachments "A" and "C"**; and

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

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

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Consultant shall complete the Scope of Services as further described in **Attachments "A" and "C".**

2.2 The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Engineering Department.

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

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

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

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **SIX HUNDRED TWO THOUSAND THREE HUNDRED TWENTY FIVE AND 50/100 DOLLARS ($602,325.50)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".** If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed $50,000.00. Additional Services exceeding $50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B".**

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

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

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

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget for the Project allocates TWENTY EIGHT MILLION AND NO/100 DOLLARS ($28,000,000.00) for the construction of the Project and a construction time of 525 consecutive calendar days.

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

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by this Agreement shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner. However, should the Consultant's services be suspended for a period longer than one year, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period.

4.2 TERMINATION. This Agreement may be terminated as provided herein.

4.2.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such

termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death
$500,000.00 for one person or occurrence
$1,000,000.00 for two or more persons or occurrences

Property Damage
$500,000.00 per occurrence

General Aggregate
$1,000,000.00

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

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

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

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

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

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

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

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI.

FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

--The Federal Highway Administration through a Local Project Funding Agreement through the Texas Department of Transportation.

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

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

6.1.2 DBE GOOD FAITH EFFORTS. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of this

contract. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, may also apply to this Project, in which case the award of this contract will be conditioned upon Consultant satisfying the DBE requirements. A DBE contract goal of 0% has been established for this Project. The Consultant shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Consultant's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The Consultant shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

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

ARTICLE VII.
GENERAL PROVISIONS

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

7.2 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the

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

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

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

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

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

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: City Engineer 2 Civic Center Plaza El Paso, Texas 79901
To the Consultant:	ECM International, Inc. Attn: Tom Cardenas, P.E., President 404 Executive Ctr. Blvd. El Paso, TX 79902

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

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

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce A. Wilson,
City Manager

CONSULTANT:
ECM International, Inc.

By: Tom Cardenas, P.E.
President

APPROVED AS TO FORM:

Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgements begin on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2012, by **Joyce A. Wilson,** as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF El PASO §

This instrument was acknowledged before me on this 31st day of January, 2012, by **Tom Cardenas, P.E.,** as **President** of **ECM International Inc.**

Maria T. Chacon
Notary Public, State of Texas

My commission expires:

8-31-15

MARIA T. CHACON
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2015

Attachment A

PROJECT SCOPE

TITLE: **Construction Management Services for Sun Metro Operation and Maintenance Facilities**

LOCATION: Montana Ave @ Global Reach

CONSULTING SERVICES AGREEMENT VALUE: $602,000

GENERAL DESCRIPTION: This contract will be used for construction management services for the construction of Sun Metro Facilities at the above mentioned location.

SERVICES INCLUDE:

[X]	Construction Inspection	[X]	Construction Negotiations
[X]	Value Engineering	[X]	Design Review
[X]	Constructability Review	[X]	Cost Estimating

PRODUCTS REQUIRED:

[X]	Construction Documentation	[X]	Construction Estimates
[X]	Other Analysis and Reports		

OTHER CONSIDERATIONS:

1. Work to be coordinated with the Engineering Department.
2. This contract will be for a period of twenty four months (2 years).

PROJECT SCHEDULE:

Project Schedules to be developed.

Attachment B

Construction Management for the Sun Metro's Operation and Maintenance Facility - Rev 2

Date: 12-22-11
By: M. Herrera, P.E.

ECM
ECM INTERNATIONAL,INC.
A Project Delivery Firm

Fee Estimation						
Position	**Team Member**	**Hours per month**	**Hourly Rate**	**Monthly Fee**	**Duration (months)**	**Subtotal**
Pre-construction Services[5]						
Sr. Project Manager	Mel Herrera, PE	12	$137	$1,644.00	1	$1,644.00
Field Project Manager	Arturo Gonzalez, RA	20	$124	$2,480.00	1	$2,480.00
Construction Services						
Sr. Project Manager	Mel Herrera, PE	12	$137	$1,644.00	17.5	$28,770.00
Field Project Manager	Arturo Gonzalez, RA	173	$124	$21,452.00	17.5	$375,410.00
Civil and Electrical/Mechanical Field Representative I[7]	Michael Birkelbach and Jerry Sewrook	87	$100	$8,700.00	10	$87,000.00
Project Secretary	Jaime Varela	125	$45	$5,625.00	17.5	$98,437.50
Post-construction Services[8]						
Sr. Project Manager	Mel Herrera, PE	8	$137	$1,096.00	1	$1,096.00
Field Project Manager	Arturo Gonzalez, RA	12	$124	$1,488.00	1	$1,488.00

Subtotal	$596,325.50
Estimated reimbursable[2]	$6,000.00
TOTAL[3]	$602,325.50

Average Monthly Fee:	$34,418.60

Notes:

1. Estimate is based on the effort outlined in the City Solicitation for the Sun Metro's Operation and Maintenance Facility Construction Management and the notes that follow herein. This estimate is for a time and materials not to exceed contract. Invoices will include copies of timesheets.

2. Estimated reimbursable include making copies, mileage for delivering packages in town, and mileage for trips from field personnel to City, Architect or ECM offices.

3. Total fee is based on a 14.5 month project duration. If project is extended, ECM may request an extension to the purchase order.

4. ECM will review the contractors change proposal request estimates and provide an independent cost opinion to justify that contractor costs are reasonable. If detailed, full-blown,independent cost estimates are required, ECM may request an extension to the purchase order.

5. Pre-construction services include constructability review, value engineering, bid support, and attending pre-construction meetings.

6. Not Used

7. Electrical/Mechanical Field Representative will provide oversight of all utility work, fueling station, HVAC and electrical installations.

8. Post-construction services include attending LEED coordination meetings, warranty issues and a warranty site visit 11 months after project is completed.

9. ECM will not charge overtime for any of its employees unless previously authorized by City Engineering.

Attachment B

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as "**SUN METRO OPERATION AND MAINTENANCE FACILITY**," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

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

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide the following services associated with the construction phase of the Project:

1. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions from time to time.

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

5. The construction manager/project inspector shall inspect work performed by Contractors, Subcontractors, Vendors as required by construction documents and City of El Paso Engineering requirements and guidelines.

6. Monitor and manage the project construction contract, cost and schedule.

7. Visit the construction site at least once daily or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant's efforts shall be directed toward providing assurance for the Owner that the completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents. Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

8. The Consultant shall provide the Owner with detailed typed or printed field notes for each construction site visit to include, but not limited to, notations regarding the number of workers present on the job site, the weather conditions and how the weather conditions may/may not affect the performance of the work for that day, the material or equipment delivered, any filed problems, a summary of construction activities, result of follow up inspection of previously reported deficiencies, any verbal discussions that took place, any concerns or problems to be addressed and the rate of progress on the work.

9. Schedule and lead the weekly progress meetings, properly documenting all issues and ensure all stakeholders are present to resolve them in order to keep the project moving forward. Assist in the coordination of the project with third parties.

10. Review, process and track all shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. Such review must be complete within five City working days following receipt of submittal documents, or as required by the Owner.

11. Prepare change orders to include independent detailed opinion of probable construction cost, for the Owner's approval, after securing approval of all agencies having approval authority over the construction contract.

13. Based on the Consultant's on-site observations as an experienced professional and on review of the construction contractor's applications for payment and supporting data (supporting data shall include detailed plan sheets showing the limits of payment for

verified quantities and/or detailed quantity sheets), determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, meets the required standards for any tests called for in the construction contract documents, and conforms to any qualifications stated in the construction contract documents. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of the construction contract price.

Schedule the initial start-up and test operation of equipment or devices.

14. Conduct with the Owner and construction contractor brief preliminary inspections as needed, at times requested by the construction contractor to determine if the Project is ready for substantial completion inspection.

15. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a substantial completion inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the substantial completion inspection.

16. In conjunction with the design consultant, issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within two City working days after the final inspection.

17. Coordinate the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

18. Schedule and conduct with the Owner a final inspection to verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

19. Consultant shall review any close out documentation as required by the contract, including but not limited to maintenance and operation instructions, schedules,

guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

20. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

21. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

22. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

23. The Consultant may perform Additional Services in connection with the Project, which are not otherwise provided for in this Agreement. The owner shall pay for such Additional Services at the rates established by Consultant in Attachment "B' except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the Project known as **"SUN METRO OPERATION AND MAINTENANCE FACILITY"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SIX HUNDRED TWO THOUSAND THREE HUNDRED TWENTY FIVE AND 50/100 DOLLARS ($602,325.50)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B. The time shown in Attachment B is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Client#: 568 Attachment E ECMINTERNA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
JDW Insurance P.O. Box 981021 El Paso, TX 79998-1021 915 496-8500	PHONE (A/C, No, Ext): 915 496-8500	FAX (A/C, No): 915 496-8550
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied Property and Casualty In	
INSURED ECM International, Inc. 404 Executive Center Blvd El Paso, TX 79902	INSURER B : Texas Mutual Insurance Company	
	INSURER C : Iron Specialty	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			ACP7233779601	01/13/2012	01/13/2013	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ACP7233779601	01/13/2012	01/13/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0			ACP7233779601	01/13/2012	01/13/2013	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001219875	01/13/2012	01/13/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional			000911400	01/13/2012	01/13/2013	Aggregate: $1,000,000 Ea Occurence:$1,000,000 Deductible: $10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Construction Management Services for Sun Metro Operations & Maintenance Facilities
City of El Paso is included as an Additional Insured as respects to General Liability, Auto and Umbrella policies as required by written contract. Umbrella is "follow-form". A Waiver of Subrogation is given in favor of The City of El Paso, its partners, agents and employees with regards to the General Liability, Auto, Umbrella and Workers Compensation policy. 30 day NOC is included per attached form PB0009.

CERTIFICATE HOLDER	CANCELLATION
City of El Paso Irene D. Ramirez, PE Two Civic Center Plaza - 4th Floor El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R. Brian Mayer

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ALLIED SERIES

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY.

POLICY NUMBER ACP BPOC 7223779601 — PREMIER BUSINESSOWNERS POLICY

NAMED INSURED: ECM INTERNATIONAL, INC.

MAILING ADDRESS: 404 EXECUTIVE CENTER BLVD
EL PASO, TX 79902-1004

AGENT NAME: JOHN D WILLIAMS COMPANY 42 29764 001
AGENT ADDRESS: EL PASO TX 79998

NO CHARGE $ .00

POLICY PERIOD: FROM 01-13-11 TO 01-13-12 12:01 A.M. Standard Time

EFFECTIVE DATE OF CHANGE: 01-13-11 12:01 A.M. Standard Time

TOTAL PREMIUM $ .00

NOT A STATEMENT - YOUR BILLING WILL FOLLOW

PREMIUM
$ .00

********** ADDITIONAL INSURED ********** NO. 017000

CITY OF EL PASO
ADDED NAME
CITY OF EL PASO

ADDED ADDRESS
#2 CIVIC CENTER PLAZA

ADDED CITY
EL PASO

ADDED STATE
TX

ADDED ZIP CODE
799011153

ADDED FORM NUMBER
PB6003

MUNICIPALITY CHANGE

********** ENDORSEMENT **********

CHANGED ENDORSEMENT FORM
FORM PB9042 EDITION DATE 0410
A COPY OF THIS FORM IS ATTACHED

ADDED ENDORSEMENT FORM
FORM PB6003 EDITION DATE 0101
A COPY OF THIS FORM IS ATTACHED

PB8114 (01-01) 02

EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

BUSINESSOWNERS
PB 60 03 (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MUNICIPALITIES OR PUBLIC AGENCY - INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Municipality and/or Public Agency:

CITY OF EL PASO

#2 CIVIC CENTER PLAZA
EL PASO TX 799011153

The following is added to Section II. WHO IS AN INSURED:

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability arising out of your operations, other than the rendering of or the failure to render professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has assumed by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM
PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. **CANCELLATION**

In the COMMON POLICY CONDITIONS, under Condition A. CANCELLATION, paragraph 2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
   a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
   b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
      (1) Fraud in obtaining coverage;
      (2) Failure to pay premiums when due;
      (3) An increase in hazard within the control of the insured which would produce an increase in rate;
      (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
      (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. **NONRENEWAL**

The following is added to the COMMON POLICY CONDITIONS and supercedes any provisions to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

C. **AMENDMENTS TO THE COMMON POLICY CONDITIONS**

Under Section H. OTHER INSURANCE, paragraph 2. a. 2) is deleted.

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D. **AMENDMENTS TO THE PROPERTY COVERAGE FORM**

1. Under Section B. EXCLUSIONS, in paragraph 2., the following amendments are made:
   a. The following paragraph is added to the exclusion e. Dishonesty:

      This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.
   b. In exclusion j., Other Types Of Loss, paragraph (4) is replaced by the following:

      (4) Settling, cracking, shrinking, bulging, expansion or contraction;
2. Under Section E. PROPERTY LOSS CONDITIONS:
   a. Condition 2. Appraisal is replaced by the following:

      APPRAISAL

      If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. Each appraiser will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding as to the amount of loss. Each party will:

      (1) Pay its chosen appraiser; and

      (2) Bear the other expenses of the appraisal and umpire equally.

      If there is an appraisal:

      (a) You will retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Property Loss Condition; and

      (b) We will still retain our right to deny the claim.
   b. In Condition 3. Duties In The Event Of Loss Or Damage, the provision requiring a signed, sworn proof of loss is replaced by the following:

      Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.
   c. Condition 4. Legal Action Against Us is replaced by the following, except as provided below:

      LEGAL ACTION AGAINST US

      No one may bring a legal action against us under this policy unless:

      (1) There has been full compliance with all of the terms of this insurance, and

      (2) The action is brought within 2 years and one day after the date on which the direct physical loss or damage occurred.

      HOWEVER, this condition does not apply to Condition 4. Legal Action Against Us. in Section IV. LIABILITY CONDITIONS of the LIABILITY COVERAGE FORM
3. Under Section E. PROPERTY LOSS CONDITIONS, Condition 5. Loss Payment is amended as follows:
   a. Paragraph e.(1)(b)(ii) is replaced by the following:

      (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property immediately before the loss.
   b. Provision c. pertaining to notice of our intentions and provision h. pertaining to time period for payment of claims are replaced by the following:

      (1) **Claims Handling**

      (a) Within 15 days after we receive written notice of claim, we will:

      (i) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

      (ii) Begin any investigation of the claim; and

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(ii) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(b) We will notify you in writing as to whether:

(i) The claim or part of the claim will be paid;

(ii) The claim or part of the claim has been denied, and inform you of the reasons for denial;

(iii) More information is necessary; or

(iv) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (b)(i) through (b)(iv) above within:

(i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

(ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

(2) We will pay for covered loss or damage within 5 business days after:

(a) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

HOWEVER, if payment of the claim or part of the claim is conditioned on your compliance with any terms of this Policy, we will make payment within 5 business days after the date you have complied with such terms.

c. The following paragraphs are added:

(1) **Catastrophe Claims**

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in paragraph b. above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

(a) Is declared a disaster under the Texas Disaster Act of 1975; or

(b) Is determined to be a catastrophe by the State Board of Insurance.

(2) **SECTION 862.053 POLICY A LIQUIDATED DEMAND**

A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this Article shall not apply to personal property.

(3) The term "business day" as used in this Loss Payment Property Loss Condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

4. Under Section F. PROPERTY GENERAL CONDITIONS, condition 2. Mortgageholders, paragraphs d. and f. are replaced by the following:

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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All of the terms of this policy will then apply directly to the mortgageholder.

f. If this policy is cancelled, we will give the mortgageholder named in the Declarations written notice of cancellation.

If we cancel this policy, we will notify the mortgageholder at least:

(1) 14 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

5. Under Section F. PROPERTY GENERAL CONDITIONS, the following condition is added:

Loss To Real Property

The amount of insurance applicable to loss to real property by fire will be reduced by the amount of such loss. As repairs are made, the amount reduced will be reinstated to the extent of the value of the repairs. The reinstatement will not increase the specified Limits of Insurance.

No other loss insured against in the PROPERTY COVERAGE FORM will reduce the specified Limits of Insurance.

6. Under Section G. OPTIONAL COVERAGES, if the Employee Dishonesty Optional Coverage is shown as applicable in the Declarations, the following paragraph is added:

j. Employee

(1) Means any natural person:

(a) While in your service (and for 30 days after termination of service); and

(b) Whom you compensate directly by salary, wages or commission; and

(c) Whom you have the right to direct and control while performing services for you; or

(d) Who is leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. But employee does not mean a person furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions, except as described in e. below; or

(e) Who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the described premises.

(2) Does not mean any:

(a) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Director or trustee except while performing acts coming within the scope of the usual duties of an employee;

unless scheduled in the Declarations.

7. Under Section H. PROPERTY DEFINITIONS, in Definition 13. "Period of restoration", paragraph (2) of provisions a. and c. is replaced by the following:

(2) "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that regulates the construction, use or repair, or requires the tearing down of any property.

E. EQUIPMENT BREAKDOWN ADDITIONAL COVERAGE AMENDMENT

Under the PROPERTY COVERAGE FORM, as respects only to Additional Coverage o. Equipment Breakdown:

1. The following coverages are added:

a. **Defense**

If a claim or "suit" is brought against you alleging that you are liable for damage to property of another in your care, custody or control that was directly caused by an

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"accident" to "covered equipment" we will either:

(i) Settle the claim or "suit"; or

(ii) Defend you against the claim or "suit" but keep for ourselves the right to settle it at any point.

b. **Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

(i) All expenses we incur;

(ii) The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds;

(iii) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work;

(iv) All costs taxed against you in any "suit" we defend;

(v) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and

(vi) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance shown in the Declarations.

These payments will not reduce the Limit of Insurance.

2. The following conditions are added:

a. **Legal Action Against Us:**

No one may bring a legal action against us under this coverage section unless:

(1) There has been full compliance with all the terms of this coverage section;

(2) The action is brought within two years after the date of the "accident"; and

(3) We agree in writing that you have an obligation to pay for damage to Covered Property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

b. **Bankruptcy**

The bankruptcy or insolvency of you or your estate will not relieve us of an obligation under this Coverage Part.

3. The following Definition is added:

"Suit" means a civil proceeding and includes:

a. An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

F. **AMENDMENTS TO THE LIABILITY COVERAGE FORM**

1. In Section I. COVERAGES, under:

a. Exclusion r. Abuse or Molestation in COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and

b. Exclusion a.(12). in COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY;

the following paragraph is added:

Abuse means an act that is committed with the intent to cause harm.

2. Under Section IV. LIABILITY CONDITIONS, in Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, the following is added:

We will notify the first Named Insured in writing of:

a. An initial offer to compromise or settle a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.

b. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

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4. Under Section IV, LIABILITY CONDITIONS, the following condition is added:

   Conditions Requiring Notice

   With regard to "bodily injury" or "property damage" liability, unless we are prejudiced by the failure to comply with the requirement, any provision of this policy requiring you or any insured to give notice of occurrence, claim or suit, or forward demands, notices, summonses or legal papers in connection with a claim or suit, will not bar liability under this policy.

G. If the EMPLOYMENT-RELATED PRACTICES LIABILITY ENDORSEMENT, form PB 05 89, is a part of this policy:

   Paragraph G.8. is replaced by the following;

   8. When a new exclusion or restriction is made part of this endorsement with the consent of the insured at any time other than new policy inception, we will offer you an Extended Reporting Period applicable to such excluded or restricted coverage only.

CONDOMINIUM OR TOWNHOUSE ASSOCIATION AMENDMENTS

If you are a Condominium or Townhouse Association created on or after January 1, 1994 in accordance with the Uniform Condominium Act, enacted January 1, 1994, or that has amended your bylaws to conform to such act, the following amendments also apply to you:

A. **AMENDMENT TO THE COMMON POLICY CONDITIONS**

   1. Under A. CANCELLATION of this endorsement, the following is added to paragraph 2. and supersedes any provision to the contrary:

      HOWEVER if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

   2. Under B. NONRENEWAL of this endorsement, paragraph 2. is replaced by the following:

      If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

      a. The first Named Insured; and

      b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

      We will mail or deliver such notice to each last mailing address known to us.

   3. The following Condition is added:

      Act Or Omission

      No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

B. **AMENDMENT TO CONDOMINIUM ASSOCIATION COVERAGE**

   Under the CONDOMINIUM ASSOCIATION COVERAGE endorsement, PB1701, paragraph D. is deleted and replaced by the following:

   In the COMMON POLICY CONDITIONS, the following is added to Condition K. Transfer Of Rights Of Recovery Against Others To Us:

   3. **Waiver Of Rights Of Recovery**

      We waive our rights to recover payment against:

      a. Any unit-owner described in the Declarations including the developer, and members of his or her household;

      b. The Association; and

      c. Members of the board of directors for acts or omissions within the scope of their duties for you.

      But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

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C. **AMENDMENTS TO THE PROPERTY COVERAGE FORM**

1. Under Section F. PROPERTY GENERAL CONDITIONS, condition 2. Mortgageholders, paragraph b. is replaced by the following:

   b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

   In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the Loss Payment Loss Condition contained in this Coverage Part.

2. Under Section F. PROPERTY GENERAL CONDITIONS, in Condition 2. Mortgageholders, paragraphs f. and g. are replaced by the following and supercedes any provisions to the contrary:

   f. If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

   If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

   g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration or anniversary date of this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

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On Your Side

ALLIED PROP AND CAS INS CO

ALLIED SERIES

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY.

POLICY NUMBER ACP BPOC 7223779601 — PREMIER BUSINESSOWNERS POLICY

NAMED INSURED: ECM INTERNATIONAL, INC.

MAILING ADDRESS: 404 EXECUTIVE CENTER BLVD
EL PASO, TX 79902-1004

AGENT NAME: JOHN D WILLIAMS COMPANY 42 29764 001
AGENT ADDRESS: EL PASO TX 79998

POLICY PERIOD: FROM 01-13-11 TO 01-13-12 12:01 A.M. Standard Time

EFFECTIVE DATE OF CHANGE: 08-17-11 12:01 A.M. Standard Time

NO CHARGE $ .00

TOTAL PREMIUM $ .00

NOT A STATEMENT - YOUR BILLING WILL FOLLOW

PREMIUM

********** ENDORSEMENT **********

ADDED ENDORSEMENT FORM
FORM PB0497 EDITION DATE 0707
A COPY OF THIS FORM IS ATTACHED

PB8144 (01-01) 02

DIRECT BILL LBVU 11231

AGENT COPY

868822951 72 18901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

CITY OF EL PASO

#2 CIVIC CENTER PLAZA, 4TH FLOOR
EL PASO TX 79901

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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Allied Insurance
a Nationwide® company
On Your Side®

61 680 72 PZ

ECM INTERNATIONAL INC
404 EXECUTIVE CENTER BLVD
EL PASO, TX 79902-1004

PLEASE KEEP THIS FOR YOUR RECORDS

We are pleased to serve your business insurance needs. Our company is committed to providing you high quality insurance protection and superior service.

IMPORTANT INFORMATION ABOUT YOUR POLICY.....

Attached is a recent change to your policy. This change was initiated either by you, your agent or by Nationwide and does affect your coverage.

Please read the attached information carefully. It will provide you with all the detailed information regarding the change to your policy. Should you have any additional questions regarding this communication, please contact your agent.

YOUR BILLING ACCOUNT NUMBER IS: 868822951

Your Commercial Insurance Package

Courtesy of :

AGENCY - TX 29764

JOHN D WILLIAMS COMPANY
PO BOX 981021
EL PASO TX 79998-1021

POLICY # ACP 72-2-3779601

COMMERCIAL PACKAGE - ACP 72-2-3779601

80.108 (07-07) 00

LMRZ 081911 INSURED COPY ACP 72-2-3779601 72 0018903

398 (08-08) 00

Allied Insurance
a Nationwide company
On Your Side

ALLIED PROP AND CAS INS CO

ALLIED SERIES

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY.

POLICY NUMBER ACP BPOC 7223779601 — PREMIER BUSINESSOWNERS POLICY

NAMED INSURED: ECM INTERNATIONAL, INC.

MAILING ADDRESS: 404 EXECUTIVE CENTER BLVD
EL PASO, TX 79902-1004

AGENT NAME: JOHN D WILLIAMS COMPANY 42 29764 001
AGENT ADDRESS: EL PASO TX 79998

NO CHARGE $ .00

POLICY PERIOD: FROM 01-13-11 TO 01-13-12 12:01 A.M. Standard Time

EFFECTIVE DATE OF CHANGE: 08-17-11 12:01 A.M. Standard Time

TOTAL PREMIUM $ .00

NOT A STATEMENT - YOUR BILLING WILL FOLLOW

PREMIUM

********** ENDORSEMENT **********

ADDED ENDORSEMENT FORM
FORM PB0497 EDITION DATE 0707
A COPY OF THIS FORM IS ATTACHED

PB8114 (01-11) 02

DIRECT BILL LBVU 11231

INSURED COPY

868822951 72 18904

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

CITY OF EL PASO

#2 CIVIC CENTER PLAZA, 4TH FLOOR
EL PASO TX 79901

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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TexasMutual® Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

   The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001219875 20120113 of the Texas Mutual Insurance Company

Issued to ECM INTERNATIONAL INC

Endorsement No.

Premium $

Ron Wright

Authorized Representative

WC420304A (ED. 1-01-2000)

AGENT'S COPY QUSER 1-05-2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

CITY OF EL PASO

#2 CIVIC CENTER PLAZA, 4TH FLOOR
EL PASO TX 79901

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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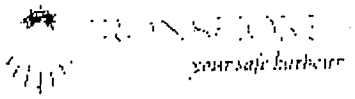

IRONSHORE SPECIALTY INSURANCE COMPANY

One State Street Plaza
7th Floor
New York, NY 10004
Toll Free: (877) IRON411

Endorsement #8

Policy Number: 000911400
Insured Name: ECM International

Effective Date of Endorsement: January 13, 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Manuscript

It is hereby understood and agreed that the policy is amended as follows:

In the event this Policy is canceled before the effective date thereof, **Underwriters will mail** written notice of cancellation to the Certificate Holder listed below:

City of El Paso

#2 Civic Center Plaza

El Paso, TX 79901

The Company shall provide notice of cancellation to Certificate Holder at least thirty (30) days **prior to** the effective date of cancellation. However, for failure of payment, the company will provide notice of cancellation at least ten (10) days prior to the effective date of cancellation.

This Endorsement is issued as a **matter of information only and** confers no rights upon the Certificate Holder. This Endorsement does not change, amend or alter the coverage afforded by the Policy.

All other terms and conditions remain unchanged.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

August 22, 2011
Date