

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

DEPARTMENT: **Engineering and Construction Management**

AGENDA DATE: **August 23, 2011**

CONTACT PERSON NAME AND PHONE NUMBER: **R. Alan Shubert, P.E., City Engineer X4423**

DISTRICT(S) AFFECTED: **Citywide**

SUBJECT:

That the City Manager be authorized to sign the Agreement for Professional Services by and between the **CITY OF EL PASO** and **CAMP DRESSER & MCKEE INC.**, a Massachusetts Corporation, for a project known as "**EPIA ELECTRONIC AIRPORT LAYOUT PLAN**" for an amount not to exceed **SIX HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$650,000.00)** 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 **SEVEN HUNDRED THOUSAND 00/100 Dollars (\$700,000.00)**.

BACKGROUND / DISCUSSION:

The project consists of establishing an electronic Airport Layout Plan using a GIS database system per the requirements of the FAA. The consultant will establish all the survey control, provide aerial photography/photogrammetry and populate all the safety critical data that will be required to submit to the FAA. The data compiled will be setup as a backbone for the FAA as it transitions to the future air control system. The project will take approximately 12 months, but will vary depending on FAA review times and approvals.

CDM was selected through the City's AE Selection process, which is qualification based.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

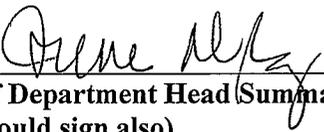
\$650,000.00 - 95% FAA grants and 5% local contribution through the Airport Enterprise Fund

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



A/E SELECTION SUMMARY

Project Name: EPIA - ELECTRONIC AIRPORT LAYOUT PLAN (eALP)

Department Requesting Service: EPIA

District/ Representative: ALL

SHORTLIST

RFQ Notification Date: 1/12/2011

RFQ Due Date: 1/31/2011

SHORTLIST COMMITTEE

Lilly Gutierrez, EPIA

Tony Marmolejo, EPIA

Sam Rodriguez, Engineering and Construction Management

Victoria Ruiz, Engineering and Construction Management

SCORING SHEETS ISSUED: 2-1-2011

SCORING SHEETS DUE: 2-14-2011

FINAL RANKING DATE: 2-14-2011

FIRMS NOTIFIED DATE: 2-16-2011

A/E FIRMS THAT SUBMITTED RFQ PACKAGE

Huitt-Zollars

R S & H

Kimley Horn & Associates

PSC

URS

CDM

FINAL SELECTION

PRESENTATION COMMITTEE

Monica Lombrana, Aviation Director

Tony Marmolejo, Assistant Aviation Director

Alan Shubert, City Engineer

Irene Ramirez, Assistant City Engineer

Sam Rodriguez, Engineering Division Manager

PRESENTATION DATE: 3/3/2011

FIRMS NOTIFIED DATE: 3/3/2011

FINALISTS

Kimley Horn & Associates

PSC

URS

CDM

CDM

TBD

TBD

SELECTED CONSULTANT:

SCOPING MEETING:

FEE PROPOSAL DUE:

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 **CAMP DRESSER & MCKEE INC.**, a Massachusetts Corporation, for a project known as “**EPIA ELECTRONIC AIRPORT LAYOUT PLAN**” for an amount not to exceed **SIX HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$650,000.00)** 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 **SEVEN HUNDRED THOUSAND 00/100 Dollars (\$700,000.00)**.

ADOPTED THIS _____ DAY OF _____ 2011.

CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

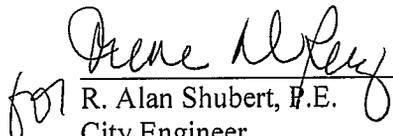
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT


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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2011 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 CAMP DRESSER & MCKEE INC. a Massachusetts Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional services for a project known as "EPIA ELECTRONIC AIRPORT LAYOUT PLAN" hereinafter referred to as the "Project", as further described in Attachment "A"; and

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

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

ARTICLE I.
ATTACHMENTS

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

Attachment "A"	Scope of Services and 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"	Certificate of Insurance

ARTICLE II.
PROJECT

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

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

2.3 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 FIFTY THOUSAND AND 00/100 DOLLARS (\$650,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

3.2 **CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by 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 the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

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

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant

shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

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

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

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

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death
\$1,000,000.00 for one person or occurrence
\$2,000,000.00 for two or more persons or occurrences
- Property Damage**
\$1,000,000.00 per occurrence

General Aggregate
\$1,000,000.00

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

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

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

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

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

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

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

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

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

ARTICLE VI. FEDERAL PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS

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

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

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

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

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

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

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of N/A % has been established for this contract. The offeror 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 offeror 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 offeror'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 offeror 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 all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

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 in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

7.3 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. Notwithstanding anything herein to the contrary, Consultant shall retain its rights in standard drawing details, designs, specifications, databases, computer software that might be incorporated into the Instruments of Service.

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 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce A. Wilson
City Manager

CONSULTANT:
CAMP DRESSER & MCKEE INC.



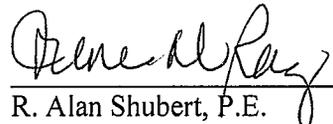
By: Paul A. Karas, CPG, CHMM,
Associate, Client Service Manager

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgements on following page)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2011,
by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

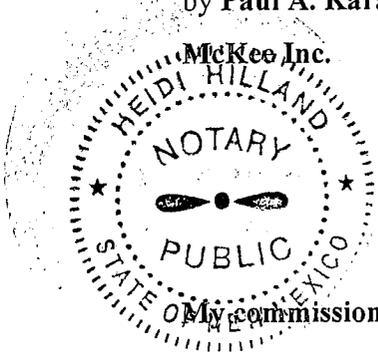
My commission expires:

ACKNOWLEDGEMENT

THE STATE OF NEW MEXICO §
 §
BERNALILLO COUNTY §

This instrument was acknowledged before me on this 11 day of August, 2011,
by Paul A. Karas, CPG, CHMM, as Associate, Client Service Manager of Camp Dresser &

McKee Inc.



Heidi Hilland
Notary Public, State of New Mexico

My commission expires:

5/13/15

**Scope of Services
El Paso International Airport
Electronic Airport Layout Plan (eALP) Pilot Project
June 9, 2011**

Prime Consultant: Camp Dresser & McKee Inc. (CDM)

Sub-Consultants: Wilbur Smith Associates
Martinez Geospatial
Grafton Technologies
Frank X Spencer & Associates

From hereon, the team of the above listed Prime Consultant and Sub-Consultants will be referred to as the "Team."

Project Objective: The project objective is to collect, format, and create an Airport Survey & GIS dataset sufficient for the eventual creation of an Electronic Airport Layout Plan (eALP) at El Paso International Airport (ELP). In general, this effort will include photogrammetry, remote-sensing, field-surveys, GIS formatting, feature attribution, and creation of GIS user-tools for the airport. This project will be conducted following the goals and guidance of the FAA Airports-GIS program and Advisory Circulars 150/5300-16A, 17B and 18B.

Several additional tasks have either been requested by the City of El Paso ("City") or were included in the Team's proposal. These additional tasks are listed and described as optional tasks in this scope of services.

Project Area Definition:

- Area A** – Topographic & Planimetric Mapping Limit
- Area B** – Horizontal Limits of Airport Airspace Analysis (excluding Horizontal/Conical Surfaces)
- Area C** – Horizontal/Conical Surfaces for Airspace Analysis
- Area D** – Non-airport/City property included in Cadastral group

Project Tasks: The overall project will be broken down into three parts: Phase 1, for review of Legacy Data and to finalize the scope for the subsequent phases and Phase 2, for the collection of new data, GIS formatting, and feature attribution, submittal to FAA, data maintenance procedures, and Phase 3, optional or additional tasks requested by the City.

PHASE 1 – Data Review/Project Initiation

- Task 1.1 - Kickoff Meeting
- Task 1.2 – Data Review
- Task 1.3 – Data Review Workshop
- Task 1.4 – FAA Airports Project Initiation

PHASE 2 – Data Collection, Attribution, Submittal, and Maintenance

Task 2.1 – Data Collection and Analysis:

- Validate Existing Geodetic Control
- Capture New Aerial Imagery
- Geo-Reference New Aerial Imagery
- Create Digital Ortho Imagery
- Digital Compilation of Planimetric & Topographic Data
- Airport Airspace Analysis
- Airport Field Survey

Task 2.2 – Data Conversion (FAA Airports-GIS Data Formatting/Attribution)

Task 2.3 – Submit Data to FAA

Task 2.4 – Develop Data Maintenance Procedures

Task 2.5 – Project Management:

- Project Progress Reporting
- Project Closeout and Final Reporting

PHASE 2B – Additional Data Collection, Conversion and Attribution

Task 2B.1 – Additional GIS Layer Data Conversion & Attribution

Task 2B.2 – Infield Topo Data Compilation

PHASE 3 - Optional Tasks

Task 3.1 – Creation of Web-Hosted GIS

Task 3.2 – Partial Paper ALP

Task 3.3 – Recommendations for CADD Standard and Contract Language

PHASE 1 - Data Review/Project Initiation

Task 1.1 – Kickoff Meeting

The project will begin with a kickoff meeting. The purpose of this meeting is to review the scope of services for the project, to identify City staff resources available to assist the Team, to outline communication procedures and other administrative issues associated with the project. In addition, during this task the security badge application process will be initiated.

The meeting will include a discussion of the features that City would like to include in the eALP project. This will identify staff resources needed during the data review task.

Deliverables for Task 1:

- Meeting minutes from the project kickoff meeting
- Project contact list
- Project schedule

Team Participants and Roles:

CDM – Prime contractor – review scope and expectations and discuss schedule for the task and the overall project.

MTZ – Aerial Mapping and data collection – review scope and expectations with respect to work plans, flights, and data acquisition.

Grafton – FAA data submittals and database design requirements – assist with expectations for data submittals to FAA including GIS data.

Assumptions: The CDM Team members will participate via teleconference. This meeting will last no more than 4 hours.

Task 1.2 – Data Review

The Team will conduct the data review based on features identified in kickoff meeting. This task will identify potential sources for data, the format of those sources, and any attributes that the sources may contain. This task will also identify features for which there are no reliable source documents.

Team Participants and Roles:

CDM – Prime contractor – meet with Airport and City staff to review data sources for available GIS data

Task 1.3 – Data Review Workshop

The Team will conduct a data review workshop. The purpose of this workshop is to present findings of data review, decide on features to be included, and hold a preliminary discussion of attributes, source documents and responsible party. The workshop will be an opportunity to complete a first draft of the attribute matrix document.

Deliverable – Attribute matrix spreadsheet listing features and attributes to be included in the project along with the responsible party. Revised scope and cost proposal for subsequent phases.

Team Participants and Roles:

CDM – Prime contractor – Present findings of data review; lead discussion of attribute matrix worksheet, prepare revised scope and cost proposal for phase 2.

MTZ – Aerial Mapping and Data collection – assist in preparing attribute matrix. MTZ surveyor will travel to El Paso for a separate meeting with FXSA.

Grafton – FAA data submittals and database design requirements – assist in preparing attribute matrix

Assumptions – The workshop will be held in El Paso or Ft Worth, and will last no longer than 8 hours.

Task 1.4 – FAA Airports Project Initiation

This task is the initiation of a project on the FAA Airports GIS web site. The Team will assist EPIA staff in creating the necessary account and initiating a project. The Team will draft a Statement of Work (SOW) for submittal to FAA. During this task the Aerial Imagery Plan and Survey & QC Plan will also be drafted. The Team will work with the FAA to ensure that the draft plans are acceptable. Because the airport already has PACS and SACS a Geodetic Control plan is not required.

Team Participants and Roles:

CDM – Prime contractor – Create projects on the FAA Airports GIS web site and review and submit plans to the FAA

MTZ – Aerial Mapping and Data collection – Draft plans

Grafton – FAA data submittals and database design requirements – review plans help ensure that they meet FAA expectations

PHASE 2 – Data Collection, Attribution, Submittal, and Maintenance

Task 2.1 – Data Collection

Validate Existing Geodetic Control

National Geodetic Survey (NGS) datasheets currently show the existence of one (1) Primary Airport Control Station (PACS) and three (3) Secondary Airport Control Stations (SACS) at El Paso International Airport (ELP).

The published existing permanent geodetic control stations at ELP include the following:

- ARP 2 ELP – PACS (NAD83(2007), NAVD88)
- ELP 120+00 – SACS (NAD83(2007), NAVD88)
- ELP A – SACS (NAD83(2007), NAVD88)
- ELP AP STA B – SACS (NAD83(2007), NAVD88)

The Team will locate, recover, document, and validate the existing geodetic control in accordance with the FAA Airports-GIS and Advisory Circulars AC-150/5300-16A and 18B. The required deliverables for this task, as defined in the ACs, will be delivered to the FAA Airports-GIS program through the designated online portal.

Assumptions – The Team assumes that all existing ELP permanent geodetic control stations will be recovered in satisfactory and useable condition. The Team also assumes that all existing ELP permanent geodetic control is in the latest and most up to date datum. This scope does not include updating existing control to account for datum changes, establishing new PACS/SACS stations, or establishing temporary geodetic control marks in the event the existing stations are found in a condition other than the assumed.

Team Participants and Roles:

FXSA – Survey – perform survey work to validate existing geodetic control

Capture New Aerial Imagery

New color aerial imagery will be captured for Areas A, B, and C defined in the **Project Area** section of this scope utilizing a calibrated photogrammetric camera. The aerial imagery

acquisition flight mission will be flown in suitable flying conditions, as defined in FAA AC 150/5300-17B.

The aerial imagery acquisition flight mission will consist of three (3) flight-altitudes:

- 1) **9,000' above-mean-terrain for a photo scale of 1"=1500' covering Area C.** This imagery is required to provide photogrammetric coverage of the horizontal and conical surfaces for the Airport Airspace Analysis task. Furthermore, this imagery will be utilized for the creation of digital ortho imagery at a resolution of 1.0' Ground Sample Distance (GSD).
- 2) **4,000' above-mean-terrain for a photo scale of 1"=667' covering Area B.** This imagery is required to provide photogrammetric coverage of the primary, connection, approach, protection, and transitional surfaces for the Airspace Analysis task.
- 3) **1,920' above-mean-terrain for a photo scale of 1"=320' covering Area A.** This imagery is required to provide photogrammetric coverage of the limits of the planimetric & topographic mapping. Furthermore, this imagery will be utilized for the creation of digital ortho imagery at a resolution of 0.25' GSD.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures. This includes checks for proper contrast, tone, balance, resolution and compliance with AC 150/5300-17B requirements.

Team Participants and Roles:

MTZ – Aerial mapping – review data from Aerial Viewpoint and perform Quality Control
Aerial Viewpoint – sub consultant to MTZ – will perform the flights and acquire the aerial imagery

Geo-Reference the Imagery

After the film has passed the quality assurance check, the negatives will be scanned on a photogrammetric digital scanner at 14 microns and reviewed for clear borders (edges) and fiducial markings.

The scanned imagery will be imported onto a digital photogrammetric workstation where the imagery will be oriented with Surveyed Ground Control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Photo-identifiable ground points will be surveyed and tied to the National Spatial Reference System (NSRS) to be used in geo-referencing the imagery. All imagery ground control points will be documented and surveyed in accordance with the requirements set forth in AC-150/5300-17B.

At the completion of the geo-referencing stage the digital stereo imagery, aerotriangulation report, and all required documentation will be shipped to NGS for review/approval, as required by AC-150/5300-17B.

Team Participants and Roles:

MTZ – Aerial mapping – process the aerial imagery

Create Digital Ortho Imagery

After the analytical triangulation process has been completed, the creation of the digital orthophotos will commence. The digital orthophotos will be produced to meet the needs of the Airport, as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17B. Two sets of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

- Ground Pixel Resolution of 1.0' covering Area C and B.
- Ground Pixel Resolution of 0.25' covering Area A.

Deliverable Format: TIFF (uncompressed) format, with TFW world files on DVD media.

A sheet layout for the areas-of-interest will be created prior to cutting the individual imagery tiles. This sheet layout will serve as an index for the individual tiles. Each tile will be created to have a file size of no more than 200MB.

Copies of the digital ortho imagery will be delivered to the Airport, as well as to the FAA Airports-GIS program, as required by AC-150/5300-17B.

A mosaic will also be created using the created ortho imagery to produce hard-copy plots for display purposes at the airport/city.

Team Participants and Roles:

MTZ – Aerial mapping – create digital ortho imagery

Digital Compilation of Planimetric & Topographic Data

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations. Topographic & planimetric mapping data will be produced within the defined airport property limit.

Different mapping scale and topographic contour intervals will be used for different portions of the airport property (Attachment 1). Within the blue polygon, mapping will be produced at a scale of 1"=40' with a 1' contour interval. All planimetric features visible in the imagery will be compiled within this limit, except for features defined in Phase 1 to be excluded from the collection. In

addition, topography collected as part of the 2005 master plan mapping will be used in the infield area to reduce the level of effort needed.

Within the green polygon shown on Attachment 1, topographic contours will be limited to a 10' interval. Within the red polygons, topographic contours at a 1' interval will be produced. However, planimetric compilation will be limited to roads and buildings. 3D roofs will be created for any building which poses a line-of-sight issue of the operations area from the vantage point of the air traffic control tower.

Upon completion, all mapping data collected will be formatted into a CAD deliverable, adhering to National CAD Standards for layering/naming. This CAD product will be delivered directly to the airport for engineering purposes. A Digital Terrain Model (DTM) will also be delivered with the topographic contours and planimetric features.

To assist the City in meeting the FAA Airports-GIS Program/eALP requirements, mapping data collected will be formatted in AutoCAD drawing format with object data containing attributes, compliant with the GIS formatting specifications outlined in AC 150/5300-18B, Chapter 5, including the fields for all required attributes/object data. This data will be converted to ESRI geodatabase format in Task 2.2. In addition to the mapping data, obstacle data collected as part of the 18B Airspace Analysis will also be combined into this deliverable.

In addition to the vector & location data, 18B requires that object data/attribute data be gathered and populated for each of the collected features. This process is defined in Task 2.2 – Data Conversion.

The Team will use the following software tools:

- For FAA Airports – GIS Deliverable: ArcGIS 9.3 or higher
- For Airport Engineering CAD Deliverable: AutoCAD Civil 3D 2010

Assumptions – The FAA Airports-GIS program requires planimetric data to be 3D. Traditionally, planimetric data compiled for airports was normally prepared in 2D. The effort-level to transform legacy 2D planimetrics into the FAA Airports-GIS compliant 3D format presents little, if any, cost savings to the overall project. Therefore all planimetric data will be newly compiled from new photography. The Team possesses legacy topographic data of the ELP airport property from the 2005 Master Plan project. Within the developed areas of the airfield, the Team will collect new topographic data. Within the undeveloped infield areas of the airport, the Team assumes it will be able to recycle the legacy topographic data for inclusion in this project. This will involve efforts to validate the existing topographic data..

Team Participants and Roles:

MTZ – Aerial mapping – create digital ortho imagery

Airport Airspace Analysis

Three runways are in use at ELP: 4/22, 8R/26L, and 8L/26R. Airspace Analysis for Runways-With-Vertical-Guidance will be completed for 4/22, as this runway currently has instrument approach procedures with vertical guidance. 8L/26R has an instrument approach procedure without vertical guidance. However, an Airspace Analysis for Runways-With-Vertical-Guidance will be completed for 8L/26R for planning purposes and to obtain a more robust obstacle dataset for the runway.

An Airspace Analysis for 8R/26L will not be performed. There is currently an Airspace Analysis contracted to be completed for this runway as part of runway extension project. The Team will obtain and incorporate the Airspace Analysis data obtained as part of this project for inclusion into this eALP project.

Formatting of final reported obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 Airport Data Features and will be incorporated in the overall eALP dataset. This obstruction data will be delivered directly to the FAA Airports-GIS Program for review and verification.

Assumptions – The Team assumes that the Airspace Analysis data collected as part of 8R/26L extension project will be obtained from the consultant by the airport and turned over to the Team for inclusion in this project. The Team assumes that this effort will have been performed correctly and meets all FAA Airports-GIS requirements. The Team will not perform a validation of this data.

Team Participants and Roles:

MTZ – Aerial mapping – perform airspace analysis

Airport Field Survey

The Airport Field Survey will be limited to the survey of NAVAIDS associated with the general airport or Runways 4/22 and 8L/26R. A survey of runway ends and runway profiles will not be conducted.

The airport survey will be conducted in accordance with AC-150/5300-18B, including proper survey-point location, required documentation, and all required accompanying submittals.

Assumptions – The Team understands that all runway ends and runway profiles were surveyed as part of the 8R/26L extension project. The Team assumes that this data was acquired correctly and will be obtained by the airport and turned over to the Team for inclusion in the eALP dataset. Furthermore, the Team understands that all NAVAIDS associated with 8R/26L were acquired as part of the extension project. The Team assumes that this data was acquired correctly and will be obtained by the airport and turned over to the Team for inclusion in the eALP dataset. No validation will be performed of NAVAID and Runway data acquired through the 8R/26L extension project.

Team Participants and Roles:

FSXA – Local survey – perform airport field survey

Task 2.2 – Data Conversion

During this task the Team will process the CAD drawings created during Task 2.1 Data Collection (digital compilation of planimetric and topographic data) and convert these drawings to a GIS data format. The Team will use the ESRI geodatabase available from the Airports GIS web site as the database design. Spatial and attribute data developed as part of the data collection process will be loaded into the geodatabase.

In addition to the conversion of data generated in Task 2.1, the Team will complete conversion and attribution for CAD data used to create utility layers for the 2005 Master Plan. Additional data collection, conversion and attribution (e.g., more detailed utility data, environmental data, transportation data) may be performed under Task 2B.1, as will be determined subsequent to the Phase 1 Data Review Workshop.

Attributes will then be collected and applied to each feature. QA/QC routines will be applied to the data to ensure that all agreed upon attributes are present and correct to source.

Deliverable:

A geodatabase will be provided electronically to the City with feature classes and attributes populated based on the attribute matrix agreed upon in Phase 1.

Assumptions:

“Safety Critical” features will be converted to GIS format. In addition, the following utility data layers will be converted: fuel, communications, electrical, storm sewer, sanitary sewer, potable water and natural gas. This data will be converted from the CAD drawings that supported the 2005 master plan. These CAD drawings included the listed utility features. All features from the utility data layers listed which are shown in the CAD drawings will be converted to GIS. In addition, all attributes shown on the 2005 master plan CAD drawings will be converted into an ESRI geodatabase based on the specifications provided by FAA circular AC 150_5300-18B.

Team Participants and Roles:

CDM – Prime contractor – Convert data to GIS format and add attributes

Grafton - FAA data submittals and database design requirements – FAA airports GIS data formatting and attribution review

Task 2.3 – Submit Data to FAA

Data collected and attributes as part of Tasks 1 and 2 will be uploaded to the FAA Airports GIS web site and submitted to the FAA.

Assumption: The Team will use the FAA Airports GIS website to submit data. If for some reason data submittal via the web site is not possible, the Team will work directly with the FAA to find an alternate means for data submittal.

Team Participants and Roles:

CDM – Prime contractor – Submit data to FAA

Grafton - FAA data submittals and database design requirements – QA of data prior to submittal and assistance addressing FAA comments

Task 2.4 – Develop Data Maintenance Procedures

The Team will develop and document a set of data maintenance procedures so that EPIA staff may maintain the data developed as part of this project. These procedures will cover maintenance of data in both CAD and GIS format.

The Team will provide training to EPIA staff in the maintenance procedures. Training will consist of one workshop with an instructor and no more than 10 students. The workshop may be divided into CAD and GIS sections, with different students attending each section. Training workshops will make use of the data maintenance procedures and a separate “training” dataset created by the Team for use in training. This dataset will be a copy and subset of the CAD and GIS data.

Assumptions – EPIA staff who take the training will already know how to use AutoCAD Civil 3D 2010 software for maintaining CAD data. EPIA staff who take training for GIS data maintenance will have basic ArcGIS – ArcView experience including how to edit geodatabase feature datasets. The City will provide an appropriately equipped training facility including computers and software licenses for all students. The AutoCAD training portion will be no longer than 4 hours and be completed in one day. The ArcGIS training portion will be no longer than 4 hours and be completed in one day.

Team Participants and Roles:

CDM – Prime contractor – Develop data maintenance procedures and deliver of training

Grafton - FAA data submittals and database design requirements – review of procedures document and training material based on similar work done for other clients

Task 2.5 – Project Management

Project Progress Reporting

The Team will provide progress reports to the Airport, the City of El Paso, and the FAA Southwest Region throughout the life of the project.

Updates to City of El Paso will be completed on a monthly basis to accompany project invoices. These updates will be sent via email to Tony Marmolejo and Sam Rodriguez.

Updates to the FAA will be made on a quarterly basis. These updates will be provided to the City for review, finalized and be sent via email to Thomas Wade (FAA Southwest Region) and Guillermo Villalobos (ADO).

Project Close-Out and Final Reporting

A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B. Project close-out will also consist of ensuring receipt and acceptance of all deliverables by the Airport, the City of El Paso, the ADO, the FAA Southwest Region, and the FAA Airports-GIS Program.

PHASE 2B - Additional Data Collection, Conversion and Attribution

Task 2B.1 – Additional GIS Layer Data Conversion & Attribution

This task will be performed as an extension of the scope of work for Task 2.2. The team will convert additional utility and non-utility data layers from a variety of sources as defined during Phase 1. In addition to the CAD data used to create layers for the 2005 Master Plan, the Team will include data from other sources such as as-built drawings, testing records, and environmental data. The City will authorize the additional GIS layer collection, conversion and attribution scope subsequent to the Phase 1 Data Review Workshop.

Deliverable:

A geodatabase will be provided electronically to the City with feature classes and attributes populated based on the attribute matrix agreed upon in Phase 1.

Assumptions:

The City may wish to include additional attributes for one or more of the utility layers. For those additional attributes it is assumed that the City will provide source documents showing these attributes and that each feature has one and only one source document (even if the feature itself is shown on many source documents the City will identify the source document to use for data conversion). The City will provide source documents at one time for use during data conversion and City staff will be available for questions regarding source documents.

Additional layers for data conversion other than utility layers will be identified as part of Phase 1. Source documents for those layers that the City wishes to convert will also be identified during Phase 1. It is assumed that one source document exists for each layer and that data from FEMA, easements and right of way will already be in GIS format in a known coordinate system. For data not in GIS format one source document is assumed.

These assumptions will be refined in Phase 1.

Team Participants and Roles:

CDM – Prime contractor – Convert data to GIS format and add attributes

Task 2B.2 – Infield Topo Data Compilation

This task will be completed in the event that it is determined that the Team will not be able to recycle the legacy topographic data from the 2005 Master Plan for inclusion in this project. As with the developed portions of the airport, topographic data for the infield areas will be newly compiled from the new project photography.

PHASE 3 - Optional

Task 3.1 - Creation of Web-Hosted GIS

The Team will create a web-based GIS site to allow Airport and City staff to view the GIS data generated as part of this project.

The web site will be hosted by CDM for the period of 1 year. It will be password protected.

The web site will contain the following functionality:

- GIS layer control (turn layers on and off)
- General GIS commands including zoom in, zoom out, pan, measure, identify
- Integration with digital orthophotography
- Basic map printing capabilities to PDF in 8.5 x 11 and 11x17 portrait and landscape modes
- Quick Maps for rapid GIS map theme changes
- Query functionality
- Export data to CSV (for import into excel and analysis)

CDM will host the web site on CDM servers for a period of 12 months, commencing with the final approval of the application by EPIA. CDM will be responsible for maintaining the WebGIS servers, software licenses, and internet connections during the 12 month period of hosting.

CDM will contact El Paso in the event that the webGIS servers require maintenance or will be taken off-line for a period of time of more than four hours.

CDM provides secure ArcGIS Server hosting services as an extension of consulting services. Occasionally, computer systems are subject to unforeseen outages for a variety of factors beyond CDM's control including internet service interruptions, denial-of-service attacks, viruses, hardware failure, and other unplanned downtime. In the event of a service outage, CDM will attempt to resolve the issue as soon as possible during normal business hours in our Cambridge, Massachusetts office. At times, this could mean an extended outage if an event occurs during a weekend, holiday or outside of normal business hours.

Assumptions- There will be one meeting in El Paso of 4 hours or less to discuss the look and feel of the web site. At this meeting, representatives of the Airport and City will discuss the look and feel of the web site including feature color and symbolization. The Team will create the web site and provide the Airport and City staff with a specified period for comment and review.

Deliverable: Functioning, password protected ArcGIS Web site showing EPIA data.

Team Participants and Roles:

CDM – Prime contractor – Develop GIS web site

Task 3.2 – Partial Paper ALP

In association with the effort to establish the eALP, the City has asked the Team to also produce updated existing conditions sheets as part of the current paper Airport Layout Plan (ALP) for ELP. The current ALP for ELP was approved and signed by the Federal Aviation Administration (FAA) in 2008. Since that time, several of the proposed ELP projects shown on the 2008 plan set have been either completed or are in process of being completed and the Airport Sponsor wants to have the existing conditions sheets of the ALP reflect these changes. It should also be noted that since no substantial airport planning efforts have been completed by the Airport Sponsor since 2008 (such as a master plan update), no updates to any proposed conditions will be included in this effort.

In general, the Consultant will produce an updated Existing Airport Layout Plan that will include current (2011) airport conditions as well as a new basemap being developed as part of the overall eALP process. The updated Existing Airport Layout Plan, which is comprised of two sheets, will be added to the current ALP set as an update after it is approved and signed by the FAA. Each of the components of the updated Existing Airport Layout Plan sheets will meet all requirements as specified in the current FAA AC 150/5070-6B, Airport Master Plans, FAA AC 150/5300-13, Airport Design, in addition to all other applicable standards of the FAA Southwest Region.

The following sub-tasks reflect the development of the sheets that will comprise the updated ALP.

Task 3.2.1 Existing Airport Layout Plan.

The Existing Airport Layout Plan will be updated based on the new basemap generated through the EALP process, and the structure of the sheets will be consistent with the 2008 ALP. As such, it is anticipated that this plan will consist of two sheets (in order to accommodate a 600-scale) and will contain similar data elements that include, but not be limited to, the current physical layout of the existing airport and of the existing physical facilities developed thereon, as well as building and facilities data, runway and taxiway systems, NAVAID critical areas, building elevations, topography, roads and parking areas, and the airport boundary, among others. Also included will be all relevant and appropriate existing airport design standards as reflected in the current release of FAA AC 150/5300-13, Airport Design, including runway safety areas, runway object free areas, runway protection zones, etc.

Consistent with the 2008 ALP, wind roses, wind coverage tables, an existing airport data table, an existing runway data table, and a survey markers table will be included. All existing modifications to FAA standards will be identified and delineated in a table. Note that the existing wind roses and runway coverages will not be updated as part of this effort; rather, data from the previous ALP will be carried forward into the updated ALP set. A signature block for the Airport Sponsor and the FAA will be added.

Assumptions:

The 2008 Existing Airport Layout Plan sheets will serve as the basis for the updated Existing Airport Layout Plan sheets.

- The updated basemap generated through the eALP effort will be utilized.
- Changes to the existing conditions at the airport will be confirmed through coordination with the airport sponsor.

Deliverables:

Sheets 2 and 3 of the updated ALP set.

Task 3.2.2 ALP Approval

The FAA must review and ultimately approve changes to an airport's ALP set, including partial updates. Specifically, the Consultant will submit six (6) copies of the updated Existing Airport Layout Plan sheets to the FAA Southwest Region for review, comment and signature. The Consultant will conduct one round of updates to the draft plan sheets based on comments received. Signed copies of the updated plan sheets will be distributed as required.

Deliverables:

Final updated Existing Airport Layout Plan signed by the FAA and the Airport Sponsor.

Assumptions:

The Consultant will submit one (1) draft Existing Airport Layout Plan to the FAA for review and comment.

- The Consultant will conduct one round of updates based on comments received on the draft, upon which, the consultant will produce and submit the final Existing Airport Layout Plan (6 copies) to the FAA for signature and inclusion in the ALP set.

Team Participants and Roles:

WSA – ALP Update – Update sheets 2 and 3 of the paper ALP

Task 3.3 – Recommendations for CAD Standard

The Team will utilize the eALP design standards developed by the FAA to produce a set of CAD standards to match the FAA standards. The Team will create a CAD standard document that can be provided to firms doing work at the airport. The Team will establish CAD file creation standards that will describe how CAD documents should be created and formatted and will provide CAD conversion protocols that City staff can use for future data integration.

The standards document will include layering schemes, graphic symbology, geometric constructs (e.g. points, lines, polylines), and linking to external data files. It is anticipated that the document will be used by EPIA as a standard for all future CAD submittals on airport projects.

Deliverables: EPIA CAD standards document

Team Participants and Roles:

CDM – Prime contractor – Develop CAD standards

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the Project known as a "EPIA ELECTRONIC AIRPORT LAYOUT PLAN", hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

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

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

For the Project known as "**EPIA ELECTRONIC AIRPORT LAYOUT PLAN**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **SIX HUNDRED FIFTY THOUSAND 00/100 DOLLARS (\$650,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase.

Fixed fee Payment to Consultant

Report Phase	\$650,000.00
---------------------	---------------------

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in Attachment B.

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

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **five copies** of the Preliminary Study and Report shall be submitted within **365 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/26/2011

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 Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Camp Dresser & McKee Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Lloyd's of London	0005FI
	INSURER D:	000000
	INSURER E:	000000
INSURER F:	000000	000000

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570042288777** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		GL0837663215	01/01/2011	01/01/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY		BAP 8376631 15	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB					EACH OCCURRENCE	
	EXCESS LIAB					AGGREGATE	
	DED						
	RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC837663316	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Env Prof (E&O)		Qk1101367	01/01/2011	01/01/2012	Occurrence USD	\$1,000,000
						Aggregate USD	\$1,000,000

Certificate No : 570042288777

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: El Paso International Airport - Electronic Airport Layout Plan (eALP). City of El Paso is added as an Additional Insured in regards to General Liability and Automobile Liability. A waiver of subrogation is granted in favor of City of El Paso, its partners, agents and employees as required by written contract but limited to the operations of the Insured under said contract, with respect to the Workers Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso
 Attn: City Manager & City Engineer
 2 Civic Center Plaza
 El Paso, TX 79901 USA

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

Aon Risk Services Northeast, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS OR ORGANIZATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2011

Policy No. WC837663316

Endorsement No.

Insured Camp Dresser & McKee Inc.

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 13

(Ed. 4-84)



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO8376632-15	1-1-11	1-1-12	5-2-11	90-060-801	\$ STA	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ENDT. NO. 30

Named Insured: Camp Dresser & McKee, Inc.
 Address (including ZIP Code): One Cambridge Place, Cambridge, MA 02139
 This endorsement modifies insurance provided under the:
 Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
City of El Paso, TX	El Paso International Airport – Electronic Airport Layout Plan (eALP)

Information required to complete this SCHEDULE, if not shown above, will be shown in the Declarations.

- A. **WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the SCHEDULE above, whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I, Coverage A, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Coverage B, **PERSONAL AND ADVERTISING INJURY LIABILITY**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - i. Your ongoing operations; or
 - ii. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured at the location designated and described in the SCHEDULE.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:

ATTACHMENT E

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, under a. Primary Insurance:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, under b. Excess Insurance:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis

.Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Countersigned David Bardelli 7-22-11



ZURICH

Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
BAP8376631-15	1-1-11	1-1-12	5-2-11	90-060-000	\$STA	\$

ENDORSEMENT NO 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Name of Person or Organization: City of El Paso, TX

Description of Contract: El Paso International Airport – Electronic Airport Layout Plan (eALP)

WHO IS AN INSURED is changed to include as an "insured" the person or organization named above for "bodily injury" or "property damage" arising out of the use of a covered "auto" while the covered "auto" is being used pursuant to a contract described in the schedule.

However, the person or organization named above is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You;
2. Any of your employees or agents; or
3. Any person, except the employee or agent of the person or organization named above, operating a covered "auto" with the permission of any of the above.

COUNTERSIGNED David Budelli

DATE 7-22-11

Policy Number
GLO 8376632-15

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CAMP DRESSER & MCKEE, INC.

Effective Date: 01-01-11
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES

Agent No. 90060-801

NINETY DAYS NOTICE

IN THE EVENT OF CANCELLATION OR NON-RENEWAL WRITTEN NOTICE WILL BE GIVEN THE INSURED 90 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION OR NON-RENEWAL, EXCEPT FOR NON-PAYMENT OF PREMIUM WHERE TEN (10) DAYS NOTICE WILL BE GIVEN.

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number
BAP 8376631-15
Renewal of Number
BAP 8376631-14

NINETY DAYS NOTICE

In the event of cancellation or non-renewal written notice will be given the Insured 90 days prior to the effective date of such cancellation or non-renewal, except for non-payment of premium where ten (10) days notice will be given.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State



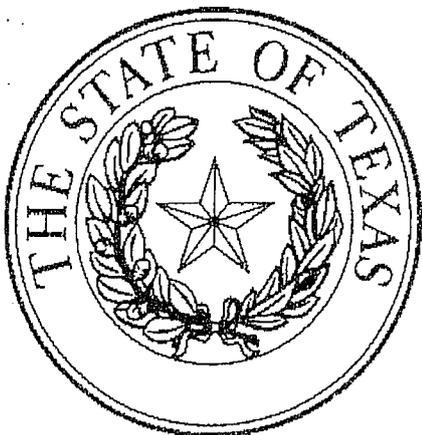
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Legacy Filing for CAMP DRESSER & MCKEE INC. (file number 3992406), a MASSACHUSETTS, USA, Foreign For-Profit Corporation, was filed in this office on November 22, 1976.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 02, 2011.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State