



City of El Paso Agenda Summary Form

Submitted On: Jun 8, 2026, 06:50PM EDT

City Clerk

Department / Council Office	Capital Improvement Department
Agenda Date	June 23, 2026
Public Hearing Date	
Email of User Submitting Form	Gurrolaak@elpasotexas.gov
Contact Person	Yvette Hernandez, P.E 915-212-1783
2nd Contact Person	Javier Acosta, P.E 915-212-1845
District(s) Affected	District 3
Agenda Item	Discussion and action for City Council to amend Agreement 2023-0733R El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for an additional amount not to exceed \$344,426.64 for added project management services such as commissioning and building envelope to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract.
Issue Statement	City Council is asked to approve the contract amendment to Agreement 2023-0733R El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project for added Project Management Services by and between The City of El Paso and CONSOR North America Inc. for an amount not to exceed \$344,426.64. Approval will allow the City to ensure that the El Paso Police and Fire Department Headquarter building and its' systems are designed, installed, and operated according to code.
Background	<p>The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities.</p> <p>The City has elected to incorporate additional project management to incorporate the Police Department Headquarters into the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center project management services contract.</p>
Council Options	<ol style="list-style-type: none">1. Approve the amendment as presented.2. Decline approval and direct staff to return with alternative options.
Committee Review and/or Recommendation	This item was not reviewed by a City Council Committee
Community and Stakeholder Outreach (if applicable, as an attachment) – please include	Not Applicable (N/A)
Related City Policies	Article III Section 3.1 of An Agreement for Professional Services Solicitation #2023-0733R "Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement".
Prior Council Action	On April 09, 2024, award was made to CONSOR North America Inc. for Project Management Services for the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center Project
The City Attorney's Office has reviewed the documents and signed off on the necessary forms	Yes
Amount and Source of Funding	Amount: \$344,426.64 Funding Source: 2019 Public Safety Bond ; Account No. 190-4820-29080-580280 Budgeted: Yes
Enter the elected official's name followed by the amount donated.	N/A
For More Information	Yvette Hernandez,P.E 915-212-1783 HernandezYM@elpasotexas.gov

RESOLUTION

WHEREAS, on April 09, 2024, the City of El Paso ("City") and Consor North America, Inc., an Oregon, USA, Foreign For-Profit Corporation ("Consultant") entered into an Agreement for Professional Services ("Agreement") wherein City engaged Consultant to provide project management services for a project known as the "El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center Project" in exchange for payment from City in the amount of \$3,654,641.62; and

WHEREAS, the parties desire to amend the Agreement to require Consultant to provide project management services for the commissioning and building envelope of the El Paso Police Headquarters in addition to project management services for the El Paso Public Safety and Fire Department Headquarters and the Maintenance and Logistics Center; and

WHEREAS, in exchange for the additional services, City shall pay Consultant an additional amount not to exceed \$344,426.64, thereby increasing the original contract price from \$3,654,641.62 to \$3,999,068.26.

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

THAT the City Manager is authorized to sign the First Amendment to the Agreement for Professional Services between City and Consultant whereby Consultant shall provide project management services for the commissioning and building envelope of the El Paso Police Department Headquarters in addition to project management services for the El Paso Public Safety and Fire Department Headquarters and Maintenance and Logistics Center for additional payment from City in an amount not to exceed \$344,426.64, thereby increasing the original contract price from \$3,654,641.62 to \$3,999,068.26.

APPROVED this the _____ day of _____, 2026.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

3. Section 2.1 is amended in its entirety to read as follows:

2.1 The Owner hereby agrees to retain Consultant and Consultant agrees to perform the services identified in this Agreement, and any amendment, for the Project. The Project consists of Consultant's completion of the Scopes of Services as further described in **Attachment "A"** and **Attachment "A-1"**. Such Scopes of Services shall be completed in accordance with the identified phases described in **Attachment "D"** and **Attachment "D-1"**.

4. Section 3.1 (Payment to Consultant) of the Agreement is amended in its entirety to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$3,999,068.26 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all Basic Services and reimbursables as enumerated within **Attachment "C"** and **Attachment "C-1"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. Additional Basic Services and reimbursables exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** and **Attachment "C-1"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"** and **Attachment "B-1"**. Payments to the Consultant shall be made pursuant to **Attachment "D"** and **Attachment "D-1"**.

5. Section 3.2 (Consultant's Services) of the Agreement is amended in its entirety to read as follows:

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"** and **Attachment "C-1"**.

6. Section 3.3 (Consultant’s Invoices) of the Agreement is amended in its entirety to read as follows:

3.3 CONSULTANT’S INVOICES. The Consultant shall bill the Owner on a monthly basis, through written invoices pursuant to **Attachment “D”** and **Attachment “D-1”**. 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 (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

7. Section 3.4 (Project Construction and Budget and Time) of the Agreement is amended in its entirety to read as follows:

3.4 PROJECT CONSTRUCTION AND BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project is \$128,152,730.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scopes of Services and Project budget in **Attachment “A”** and **Attachment “A-1”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than ten percent (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

8. Section 4.1 (Period of Service) of the Agreement is amended in its entirety to read as follows:

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”**; **“C-1”**; **“D”**; and **“D-1”**.

9. Section 5.1 (Insurance) of the Agreement is amended in its entirety to read as follows:

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E-1”**. 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.

10. Section 7.1 (Contract Time) of the Agreement is amended in its entirety to read as follows:

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D” and Attachment “D-1”**. 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 extent the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

11. Section 7.3 (Consultant’s Quality of Work) of the Agreement is amended in its entirety to read as follows:

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D” and Attachment “D-1”** 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.

12. The title of **Attachment “A”** of the Agreement is amended from “Scope of Services” to “Scope of Services for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters”.

13. The title of **Attachment “B”** of the Agreement is amended from “Consultant’s Fee Proposal and Hourly Rate” to “Consultant’s Fee Proposal and Hourly Rate for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters”.

14. The title of **Attachment “C”** of the Agreement is amended from “Consultant’s Basic and Additional Services” to “Consultant’s Basic and Additional Services for the El

Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters”.

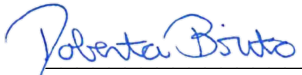
- 15. The title of **Attachment “D”** of the Agreement is amended from “Consultant’s Payment and Deliverable Schedules” to “Consultant’s Payment and Deliverable Schedules for the El Paso Public Safety and Fire Department Headquarters; the Maintenance and Logistics Center; and the El Paso Police Department Headquarters”.
- 16. **Attachment “E”** of the Agreement is deleted in its entirety and replaced with **Attachment “E-1”**.
- 17. Except as amended in this First Amendment, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Dionne Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2026, by Dionne Mack, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

[Consultant Signatures begin on the following page]

**ATTACHMENT
"A-1" SCOPE OF
SERVICES**

ATTACHMENT "A-1" El Paso Police Department Headquarters Scope of Services

Scope of Services

COMMISSIONING SERVICES

April 1, 2026

City of El Paso – Capital Improvements Department

Att. Alondra Gurrola, Capital Projects Manager

218 N. Campbell, St. El Paso, Texas 79901

RE: 2023-0733R El Paso Public Safety and Fire Department & Police Department Joint Headquarters & Maintenance and Logistics Center Project - CONSOR Contract Amendment Request for Proposal (RFP)

Dear Ms. Gurrola,

We appreciate being considered to partner up for the Public Safety Department and Fire Department Headquarters. Our team is committed to ensuring that the commissioning process is seamless, technically sound, and fully aligned with your project goals.

We have structured our approach to provide you with a single point of accountability, leveraging our expertise in project management to oversee the technical execution provided by our commissioning sub-consultant.

SCOPE OF WORK: MANAGEMENT & COORDINATION

Our primary role is the administrative and strategic management of the Third-Party Commissioning Sub-consultant:

- Coordination and Communication
 - Act as a primary liaison between the client and the commissioning sub-consultant.
 - Lead the commissioning kick-off meeting and integrate Cx milestones into the overall project schedule.
- Quality and Deliverable Oversight
 - Manage the flow of documentation, site visit reports, and final commissioning report.
 - Review sub-consultant findings to ensure they meet the Owner’s Project Requirements and Basis of Design.
- Issue Resolution Management
 - Oversee the commissioning issues reported to ensure that any deficiencies identified during testing are communicated to the relevant contractors and resolved in a timely manner.

RESPONBILITY MATRIX

Service	Personnel
Project Manager	Grecia Aguilera, Consor North America
Director of Commissioning	Victor Saeh

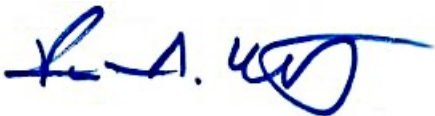
Exclusions:

To ensure a clear understanding of our role for this specific engagement, please note the following limitations:

- Specific Management Scope:
 - The professional services outlined in this proposal are strictly limited to the management and coordination of the Commissioning Sub-consultant.
- Exclusion of General Project Management:
 - This fee does not include general project management, owner's representation, or overall construction management for the broader project scope.
- Exclusion of General Inspections:
 - Consor North America will not perform general site inspections, safety audits, or progress observations unrelated to the specific commissioning activities of our sub-consultant.

We thank you again for considering Consor North America for this specialized role. We are confident that our management of the commissioning process will provide the oversight necessary to ensure your systems perform as intended.

Please note that this proposal is dedicated exclusively to the oversight of the commissioning sub-consultant and does not extend to any other project management or inspections services for the remainder of the project. We look forward to the possibility of working together to bring this project to a successful conclusion.



Sincerely,

Rick Prieto, PE, *Senior Vice President/Director*
915.339.5335 | rprieto@consoreng.com

ATTACHMENT "B-1"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT 'B-1" El Paso Police Department Headquarters Consultant's Fee Proposal and Hourly Rates

	SUBTOTALS	CONSOR Engineers, LLC	BATH
PROJECT MANAGEMENT	\$ 52,713.36	\$ 52,713.36	
SCHEDULE REVIEWS	\$ -	\$ -	
INSPECTION & DOCUMENTATION	\$ 20,081.28	\$ 20,081.28	
PROJECT ENGINEERING	\$ -	\$ -	
FINAL DOCUMENTATION	\$ -	\$ -	
Other Direct Expense	\$ -	\$ -	
SUB CONSULTANTS	\$ -	\$ -	\$ 271,632.00
GRAND TOTALS * SEE ASSUMPTIONS	\$ 72,794.64	\$ 72,794.64	\$ 271,632.00
			\$ 344,426.64

METHOD OF PAYMENT: SPECIFIED RATE AND UNIT COST

TASK DESCRIPTION	Office Personnel		
	Project Manager (Grecia Aguilera)	TOTAL HOURS	TOTAL COSTS
	\$ 209.18		
PROJECT MANAGEMENT			
- Directing and Coordinating Team Activities	78	78	\$ 16,316.04
- Prepare Monthly Progress Reports	48	48	\$ 10,040.64
- Progress Meeting	48	48	\$ 10,040.64
- Prepare and Distribute Meeting Minutes	0	0	\$ -
- Prepare, Distribute, and File both Written and Electronic Correspondence	78	78	\$ 16,316.04
Subtotal Labor Hours	252	252	
LABOR COST	\$ 52,713.36		\$ 52,713.36
SCHEDULE REVIEWS			
• Work Schedule Review and Monitoring	0	0	\$ -
• Analyze Contractor's Critical Path Method (CPM) /Recommendations	0	0	\$ -
Subtotal Labor Hours	0	0	
LABOR COST	\$ -		\$ -
INSPECTION & DOCUMENTATION		0	
- Inspection and Verification of Work Incorporated into the Project	0	0	\$ -
- Maintain Project Records	48	48	\$ 10,040.64
- Verification of Required Documentation	48	48	\$ 10,040.64
- Monthly Pay Applications	0	0	\$ -
Subtotal Labor Hours	96	96	
LABOR COST	\$ 20,081.28		\$ 20,081.28
PROJECT ENGINEERING			
1. Change Orders	0	0	\$ -
2. Submittal, RFI, Documentation Tracking Procore/Sharepoint	0	0	\$ -
3. Design Reviews	0	0	\$ -
Subtotal Labor Hours	0	0	
LABOR COST	\$ -		\$ -
FINAL DOCUMENTATION		0	
- Punch List/Walkthrough	0	0	\$ -
- Verify Punch List Completion/Final WalkthroughFinal Documentation	0	0	\$ -
Subtotal Labor Hours	0	0	
LABOR COST	\$ -		\$ -
TOTAL LABOR HOURS	348	348	
TOTAL LABOR COST	\$ 72,794.64		\$ 72,794.64

SUMMARY	
TOTAL LABOR COSTS	\$72,794.64
TOTAL OTHER DIRECT EXPENSES	
GRAND TOTAL	\$72,794.64

EXHIBIT D

OTHER DIRECT EXPENSES					
<u>Services To Be Provided</u>	<u>Unit</u>	<u>F (Fixed) / M (Max)</u>	<u>Unit Cost</u>	<u>Qty</u>	<u>Amount</u>
Travel					
Mileage	mile		\$0.65		\$0.00
Lodging/Hotel - Taxes and Fees	day/person		\$45.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person		\$98.00		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		\$54.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$530.00		\$0.00
Construction					
Cylinder Molds	each	\$3.00			\$0.00
DMI - Digital Measuring Instrument	each	\$200.00		-	\$0.00
Nuclear Density Gauge Equipment Charge	day	\$75.00			\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (4 hours or less)	4 hours	\$70.00			\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		\$1,500.00		\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		\$125.00		\$0.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (More than 1 week, up to 1 month)	month		\$1,800.00		\$0.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed) (5 or less days)	day		\$175.00		\$0.00
Office Trailer Rental	each		\$750.00		\$0.00
Monthly Housing - This rate shall be used when an Apartment, House, or RV is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, Utilities, & Taxes). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Rental or Lot Rental. ONLY full-time staff who are in the field may use this rate. Use of this rate shall be substantiated by timesheets submitted for the full time personnel in the field. TxDOT does not reimburse personal or company owned RV or residence.	each/month		\$4000.00		\$0.00
PPE (Protective Equipment)	each/yr		\$250.00	-	\$0.00
Celluar Telephone & Data Plan	each/month		\$90.00	-	\$0.00
Computer/Laptop/Tablet rental and data plan	each/month		\$100.00	-	\$0.00
Air Card / Hot Spot	each/month		\$80.00		

TOTAL \$0.00



March 30, 2026

Grecia Aguilera
Project Manager
Conсор Engineers
1501 N Mesa Street, Suite LL-403 and Suite 100
El Paso, Texas 79902

RE: **City of El Paso – Building A Fire Department Headquarters
El Paso, Texas**

Dear Ms. Aguilera,

Thank you for the opportunity to submit this proposal for BATH Group to provide additional Commissioning Services for the City of El Paso – Building A Fire Department Headquarters project. BATH Group is currently under contract for commissioning services on this project, and this proposal is intended to expand our scope of work to include an additional approximately 89,000 square feet. We understand this added scope to be part of the new facility located in El Paso, Texas. The purpose of this additional effort is to support the continued verification of the proper design, construction, installation, and operation of the expanded project scope.

Proposed Scope of Work (SOW)

This scope of work covers commissioning services for an additional 89,000 square feet under Bath Group's existing contract for this project. This proposal is based on the bridging document dated December 23, 2025. As the schematic design documents are still in development and currently at approximately 30%, the scope of this effort is not yet fully defined. Therefore, the scope of work and associated pricing will be subject to review and adjustment, as needed, once the 100% Construction Documents are available.

An estimated level of effort is included in Attachment A.

Equipment and Systems to be Commissioned

The scope of work for this proposal is budgetary and based on square footage. Project scope and pricing will need to be adjusted once the building design is finalized. This pricing is for adding 88,000 Sq Ft to a previously existing scope of work.

- Mechanical Systems
 - Roof Top Units – QTY 9
 - Exhaust Fans – QTY 10
 - VRF Indoor Units – QTY 20
 - VRF Outdoor Units – QTY 5
 - VAV Boxes – QTY 20
 - Building Automation System – QTY 1

- Electrical Systems:
 - Lighting Controls System – QTY 1
- Building Envelope – per Attachment C.

Fee

Our Lump-Sum fee for the Scope of Work defined above is included in the table below. All travel/reimbursables are included.

Commissioning Base, Building Envelope, & Add Alternate Fees	
Commissioning Fee <i>(including travel expenses)</i>	\$208,072 .00
Building Envelope Commissioning (BECx) Fee	\$63,560.00
Total Project Fee*	\$271,632.00

**Based on 30% schematic design documents. The scope of work and fee will be subject to review and adjustment, as needed, once the 100% Construction Documents are available.*

Clarifications and Stipulations

1. Although we do not anticipate sales tax or use tax to be applied to the scope of these services, should they be assessed, it is agreed the value of the taxes will be reimbursed to Bath in addition to the fee quoted above.
2. Costs (labor, travel, additional equipment, etc.) associated with the other contractors (BAS, TAB, etc.) that may be required to perform certain systems specific tasks are not included.
3. All fees are valid for 45 days.
4. This proposal and scope of services Excludes the following
 - a. Correcting any existing design errors or omissions
 - b. Design hours for any capital improvements
 - c. Correcting any existing or future O&M items
 - d. Building Energy Modeling
 - e. Construction Management and/or Purchasing Services (for soliciting, hiring, or managing contractors)
5. There are no LEED or other certifications/ratings being pursued for this effort.
6. There is time available in the Pre-Construction schedule to allow for incorporation of the Commissioning Specification into the Construction Specification.
7. The Owner/Architect will provide the Owner’s Project Requirements (OPR) and Basis of Design (BOD) documents necessary for our work.
8. The Owner/Architect will provide the design documents (drawings and specifications) required to complete our scope.
9. The Owner/Architect will provide contractor submittal documents, test and balancing data, and any other documentation reasonably necessary for the commissioning scope.

10. We include the use of digital photography in our commissioning documentation (e.g., reports, observations, issue logs). If this practice is not acceptable, written notification must be provided prior to field mobilization.
11. We anticipate that commissioning activities will be conducted during normal business hours, Monday through Friday between 7:00 AM and 5:00 PM. Alternate schedules may require an additional fee.
12. Bath Group will make every reasonable effort to meet project schedule commitments; however, services will be performed in accordance with professional engineering standards. Bath Group is not liable for delays caused by others, including Owner, contractors, or third parties, or delays arising from unforeseen conditions or agency actions.
13. During functional performance testing, Bath Group is responsible for witnessing, documenting, and providing recommendations regarding the acceptance of systems. The General Contractor and installing contractors are solely responsible for the execution and outcome of testing and system performance.
14. The equipment and systems to be commissioned are limited to those explicitly listed in the defined scope of work. Commissioning of additional systems may be provided at additional cost.
15. Our proposal includes one commissioning review of each submittal package related to commissioned systems. Additional reviews due to multiple re-submittals may incur fees at Bath Group’s standard hourly rate.
16. The commissioning process will be supported through a cloud-based software platform. We anticipate using CxAlloy (tq.cxally.com) for this project. We reserve the right to revise the commissioning tool or workflow as appropriate based on project needs.
17. Bath Group requests at least two weeks’ advance notice for all field presence requests. While we will make reasonable efforts to accommodate shorter notice, we reserve the right to decline if proper lead time is not provided.
18. Bath Group reserves the right to suspend work on the project if invoices older than sixty (60) days remain unpaid.

Thank you again for the opportunity to provide this proposal. If it is acceptable to you, please sign one copy of this letter in the space provided and return to us. In the event we do not receive a signed copy of this letter, and we are authorized to begin work, we will assume the terms and conditions of this proposal have been accepted by you unless you have presented us with an alternative written agreement prior to such authorization. Please call me if you have any questions on the above.

Sincerely,



Victor Saeh, LEED AP BD+C, CxA, PCC, CEM
Director of Commissioning
Cell: 713.632-2127
E: vsach@bathgroup.com

ACCEPTANCE and SIGNATURE

ACCEPTED:

City of El Paso – Building A Fire Department Headquarters – Commissioning Services for Additional 89,000 sq. ft. – \$271,632.00


Agent

Date

ATTACHMENT A – Labor and Fee Estimate

This hourly estimate and fee breakdown is based on Bath Group’s current understanding of the project scope, schedule, anticipated level of effort, equipment quantities, and overall project complexity.

This proposal also reflects estimated labor allocations for specific work activities. Actual time spent on individual tasks may vary as the project progresses. Bath Group reserves the right to adjust deliverables, reallocate budgeted hours and manpower, and request additional compensation as necessary based on actual project conditions and level of effort.

		Commissioning Labor and Fee Estimation			
		Project :	Bldg A: Fire Dept. Headquarters	Sq Feet	89,000
Location:	El Paso, TX	Budget			
Duration:	24 months				
			2026	2027	
		Cx Principal Rate:	\$ 227.00	\$234.00	
		Sr. Cx Engineer Rate:	\$ 208.00	\$214.00	
		Cx Engineer Rate:	\$ 182.00	\$187.00	
		Sr. Cx Technician Rate:	\$ 175.00	\$180.00	
Cost Code Task		Hours	\$	% of Total	
100 Supervision and Management		40	\$9,360	4%	
M1	Contract Review	4	\$908	FY-2026	Principal
M2	Invoicing	24	\$5,616	FY-2027	Principal
M3	Supervision	86	\$20,124	FY-2027	Principal
100 Planning		16	\$3,744	2%	
P1	Initial Setup (Accounting)	16	\$3,632	FY-2026	Principal
200 Design		132	\$30,888	14%	
D1	Design Reviews (60%, 95%, and 100%, with meetings)	132	\$27,456	FY-2026	Sr. Cx Eng
300 Construction		590	\$126,260	63%	
C1	Plan and Spec Review	40	\$8,560	FY-2027	Sr. Cx Eng
C2	Coordination Meetings	74	\$15,836	FY-2027	Sr. Cx Eng
C3	Submittal Review	40	\$8,560	FY-2027	Sr. Cx Eng
C4	Document Development and CxAlloy Set-up	80	\$17,120	FY-2027	Sr. Cx Eng
C5	Write Cx Plan	16	\$3,424	FY-2027	Sr. Cx Eng
C6	Conduct Cx Kickoff and Coordination Meetings	36	\$7,704	FY-2027	Sr. Cx Eng
C7	Write Functional Tests	40	\$8,560	FY-2027	Sr. Cx Eng
C8	Jobsite Visits	54	\$11,556	FY-2027	Sr. Cx Eng
C9	Review TAB Report	18	\$3,852	FY-2027	Sr. Cx Eng
C10	Witness Functional Testing (10% Sampling)	192	\$41,088	FY-2027	Sr. Cx Eng



Commissioning Labor and Fee Estimation

Project :	Bldg A: Fire Dept. Headquarters
Location:	El Paso, TX
Duration:	24 months

Sq Feet	89,000
Budget	

	2026	2027
Cx Principal Rate:	\$ 227.00	\$234.00
Sr. Cx Engineer Rate:	\$ 208.00	\$214.00
Cx Engineer Rate:	\$ 182.00	\$187.00
Sr. Cx Technician Rate:	\$ 175.00	\$180.00

Cost Code Task	Hours	\$	% of Total
400 Turnover	80	\$17,120	9%
T1 Training Verification	24	\$5,136	FY-2027 Sr. Cx Eng
T2 Review O & Manuals	32	\$6,848	FY-2027 Sr. Cx Eng
T3 Provide Cx Report	24	\$5,136	FY-2027 Sr. Cx Eng
500 Operation	40	\$8,560	4%
O2 10 month Warranty Backcheck (LEED Enh.)	16	\$3,424	FY-2027 Sr. Cx Eng
O3 Closeout Issues Log	24	\$5,136	FY-2027 Sr. Cx Eng
900 Added Services*	40	\$63,560	
Sub-Consultant - Building Envelope*	0	\$55,000	FY-2027
Building Envelope management hours	26	\$5,564	FY-2027 Sr. Cx Eng
Building Envelope Coordination and Meetings	14	\$2,996	FY-2027 Sr. Cx Eng
999 Travel and Reimbursables		\$12,140	

	Quantity	Unit Cost	
CxAlloy Website Lease	24	\$200	\$4,800
Flights	4	\$600	\$2,400
Hotels/Meals (\$175/day)	16	\$175	\$2,800
Rental Car	4	\$160	\$640
Misc Travel Expenses (\$100/trip)	4	\$100	\$400
Milage Budget (55 cents per mile)	2000	\$0.55	\$1,100

Cx Fee Estimate	Hours	Billable \$	Reimbursables	Total
	Total	938	\$259,492	\$12,140.00

* - These are Subcontractor estimates that will be adjusted after 100% CD documents become available. All Cx Hourly estimations will be adjusted after 100% CD documents become available.

ATTACHMENT B – Staff & Rate Schedule

Item #	Labor Classification	Years of Experience	Last Name	First Name	2026 Hourly Rate	2027 Hourly Rate
1	Principal	20+	Garcia	Javier	\$227.00	\$234.00
2	Principal	20+	Saeh	Victor	\$227.00	\$234.00
3	Senior Mechanical Engineer (P.E.)	10-15	Luna	Fernando	\$211.00	\$217.00
4	Senior Mechanical Engineer (P.E.)	10-15	Kelly	Brian	\$211.00	\$217.00
5	Senior Electrical Engineer (P.E.)	10-15	Garcia	Javier	\$211.00	\$217.00
6	Senior Commissioning Engineer	10-15	Saeh	Victor	\$208.00	\$214.00
7	Senior Commissioning Engineer	10-15	Vedani	Guillermo	\$208.00	\$214.00
8	Senior Commissioning Engineer	10-15	Romenesko	Peter	\$208.00	\$214.00
9	Sr. Commissioning Technician	10-15	Essenberg	George	\$175.00	\$180.00
10	Commissioning Engineer	3-8	Vega-Mitchell	Dylan	\$182.00	\$187.00
11	Commissioning (Cx) Technician	3-8	Zarzosa	Anthony	\$160.00	\$165.00

ATTACHMENT C – Building Envelope Proposal

Building Envelope Commissioning services are provided by our subconsultant, Avocet Design & Consulting LLC. Their entire proposal is included as a separate attachment to Bath Group’s proposal. Below is a summary of the Building Envelope Services described included for convenience.

Scope of BECx Services	Est. Freq. / Hrs	Unit Cost	Travel Costs	Total
El Paso Police Dept & Fire Dept Headquarters - 122,500 SF (-30,000 SF)				
Design Phase BECx Activities				
Envelope Design Review (<i>Design Development, 50% and 95% Construction Documents</i>)	1	\$5,000		\$5,000
Construction Phase BECx Activities				
Commissioning Plan incl. Performance Testing Matrix and Commissioning Kick-Off Meeting (<i>in person</i>)	1	\$2,500		\$2,500
Envelope Field Observation Checklists	1	\$1,500		\$1,500
Pre-Construction Conferences (<i>envelope related trades</i>)	2	\$1,200	\$900	\$4,200
Submittal & Shop Drawing Review	10	\$160		\$1,600
Site Visits: Building Envelope Observations (<i>Periodic site visits to observe envelope specific trades at critical milestones</i>)	14	\$1,200	\$900	\$29,400
Allowance for: Progress Meetings /Pre-Construction Conferences / Issue Resolution / Building Envelope Conference Calls (<i>participation by phone, hourly at \$160/hr</i>)	25	\$160		\$4,000
Final Commissioning Report & Documentation	1	\$2,500	\$900	\$3,400
10-Month Warranty Walk	1	\$2,500	\$900	\$3,400
Building Envelope Commissioning Total <i>(not including GRT as applicable)</i>				\$55,000

Proposal: BUILDING ENVELOPE COMMISSIONING

March 23, 2026
Rev. March 25, 2026

Client: Bath Commissioning
1790 Hughes Landing Blvd. Suite 325
The Woodlands, TX 77380

Attention: Victor Saeh

Project: El Paso Police Department and Fire Department Headquarters, City of El Paso, Texas

Thank you for the opportunity to submit our fee proposal for building envelope commissioning on the new El Paso Police Department and Fire Department Headquarters for the City of El Paso.

Schematic Design drawings by Dekker dated December 2025 have been provided for reference.

Scope: Provide building envelope commissioning services for the approximately 122,500 SF El Paso Police Department and Fire Department Headquarters building as part of the Public Safety complex.

Scope defined within this proposal is intended to comply with the primary requirements for BECx per ASHRAE Guideline 0-2013 and NIBS Guideline 3-2012. It is understood that the project is not pursuing LEED v4 or Green Globes.

Field Performance Testing, integral to the building envelope commissioning process, is NOT included in this proposal due to the possible range and scope of testing. We recommend reviewing the scope of testing with the Owner & Architect as design progresses. Testing may be provided under the General Contractor's scope or directly by the Owner. Avocet is available to provide select field performance tests. Additional fee would be required for Field Performance Testing.

The full scope of BECx services are listed below in the Fee Schedule. Activities not expressly identified in this scope of work are excluded.

Please note that the original proposal, dated December 15, 2023, accounted for approximately 30,000 SF for the Headquarters Building. Billing will be based on the specific tasks provided for each building or construction phase, specific to this building as it will be built separately.

Fee: **Building Envelope Commissioning Services:** **\$ 55,000**
Not including NM GRT as applicable

Fee Schedule

Scope of BECx Services El Paso Police Dept & Fire Dept Headquarters - 122,500 SF (-30,000 SF)	Est. Freq. / Hours	Unit Cost	Travel Costs	Total
Design Phase BECx Activities				
Envelope Design Review (<i>Design Development, 50% and 95% Construction Documents</i>)	1	\$5,000		\$5,000
Construction Phase BECx Activities				
Commissioning Plan incl. Performance Testing Matrix and Commissioning Kick-Off Meeting (<i>in person</i>)	1	\$2,500		\$2,500
Envelope Field Observation Checklists	1	\$1,500		\$1,500
Pre-Construction Conferences (<i>envelope related trades</i>)	2	\$1,200	\$900	\$4,200
Submittal & Shop Drawing Review	10	\$160		\$1,600
Site Visits: Building Envelope Observations (<i>Periodic site visits to observe envelope specific trades at critical milestones</i>)	14	\$1,200	\$900	\$29,400
Allowance for: Progress Meetings /Pre-Construction Conferences / Issue Resolution / Building Envelope Conference Calls (<i>participation by phone, hourly at \$160/hr</i>)	25	\$160		\$4,000
Final Commissioning Report & Documentation	1	\$2,500	\$900	\$3,400
10-Month Warranty Walk	1	\$2,500	\$900	\$3,400
Building Envelope Commissioning Total (<i>not including GRT as applicable</i>)				\$55,000

Fee Schedule Notes

- Fee does not include New Mexico Gross Receipts Tax or other local taxes. If applicable, local or gross receipts tax would be assessed on base fee and included at invoicing.
- Fee does not include field or laboratory performance testing. Scope of testing should be reviewed during design.
- Field performance testing may be provided by the General Contractor or by the Owner. Avocet is available to provide select tests. Testing would require additional fees.
- Proposal does not include design drawings, comprehensive specifications, or contract documents. While we may provide our opinion and assist with resolving design issues in the field, final determination of executed detailing remains the responsibility of the General Contractor and the Architect of Record.
- Fee does include in-person participation in two (2) Pre-Construction Conferences.
- Additional Services to be billed hourly at a rate of \$160.
- Additional site visits may be requested at the listed rate.
- Site visit fee includes travel expenses. No reimbursables or additional travel expenses are anticipated for this project.

Thank you for the opportunity to work with Bath and the City of El Paso.



Sara Rain Stewart, AIA
NM License #004868

Accepted by:

Date

Printed Name & Title:

General Conditions

- 1- This Agreement may be terminated at anytime by either party with notice in writing. In the event of early termination, both parties agree to work in the interest of the other to reach a mutually appropriate conclusion of work. Payment is due in full for all work completed up to time of termination.
- 2- This Agreement may be modified, altered or amended only by written agreement executed by both parties hereto. Any changes to the scope of work must be set forth in a duly executed written amendment to this Agreement.
- 3- It is understood that the Consultant's role is to evaluate the project team's processes to determine if the project intent is being achieved, to facilitate resolution of system deficiencies, and to document design recommendations. Any design recommendation shall be fully reviewed by the Architect of Record, whom, with the Owner's approval, shall make any final design decisions as are incorporated into the Construction Documents. The Client agrees that the Consultant shall have no liability to the Client or any other Party for the final design decisions and their incorporation into the documents.
- 4- The Client agrees to defend, indemnify and hold harmless the Consultant against any liability, claims, damages, losses or expenses, including attorney fees, to the extent the liability, damages, losses or costs are caused by or arise out of the acts of the Client or its officers, employees or agents, pursuant to NMSA 1978, §56-7-1.
- 5- The Client agrees that the Consultant shall not be responsible for the accuracy or completeness of work, missing design features or items, cost overruns, or other missed opportunities caused by Client, any other company or organization, or their officers, employees or agents that are affiliated with this project.
- 6- The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by architects and consultants practicing in the same or similar locality under the same or similar conditions. Except as otherwise required by law, Avocet makes no warranties, either expressed or implied, with respect to services provided under this agreement.
- 7- Any claims or disputes arising out of or related to this Agreement shall be addressed through mediation prior to binding arbitration. If the parties do not resolve a claim or dispute through mediation, the method of binding resolution will be arbitration, pursuant to New Mexico's Uniform Arbitration Act, NMSA 1978, §44-7A-1, *et seq.*

ATTACHMENT "C-1"
CONSULTANT'S BASIS AND ADDITIONAL SERVICES

**ATTACHMENT “C-1”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**PROJECT MANAGEMENT SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS " PROJECT ”** 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 administrative and strategic management of the third-party commissioning and envelope sub-consultants.
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 third party commissioning and envelope sub-consultants for the Project. 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.

DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Review drawings and verification of submittal package related to the mechanical, electrical and plumbing systems (commissioned systems).
3. Envelope design review.
4. Provide to the Owner a report of deficiencies, findings and recommendations based on design review.
5. review submittal documents, test and balancing data and any other documentation related to commissioning.
6. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

CONSTRUCTION PHASE

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Coordinate site visit reports from the commissioning and envelop consultants with the Owner.
3. conduct commissioning activities such as testing of mechanical, electrical, and plumbing systems to ensure compliance with drawings and specifications.
4. Provide to the Owner report of commissioned systems along with recommendations regarding acceptance of the systems.
5. conduct visual envelope field observations and provide finding report to Owner.
6. review sub-consultant findings to ensure they meet Owner's project requirements and basis of design.
7. oversee the commissioning issues reported to ensure that any deficiencies identified during testing are communicated to the relevant contractors and resolved in a timely manner.
8. Visit each construction site at least once each week 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. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.
9. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.

- 10.** Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 11.** 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.
- 12.** Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
- 13.** Provide to the Owner final commissioning report and documentation.
- 14.** serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

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

1. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget.
2. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
3. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
4. Provide Additional Services in connection with the Project not otherwise provided for in his Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "D-1"
PAYMENT AND DELIVERABLE
SCHEDULES

ATTACHMENT “D-1” PAYMENT SCHEDULE

For the project known as “**PROJECT MANAGEMENT SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS & PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$344,426.64** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for project management services shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B-1”**. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

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.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

DESIGN PHASE

The services called for in **design phase** of this Agreement shall be completed and **one (1) copy** of final design Drawings and Specifications review report shall be submitted within **10 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **one (1) copy** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **five (5) copies** of the final report of design documents and specifications review to the Owner within **10 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C-1” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within twenty five (25) months from the date of substantial completion.

"ATTACHMENT E-1"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2026

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 have ADDITIONAL INSURED provisions or 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 MARSH USA LLC. 1900 LAWRENCE STREET, SUITE 1900 DENVER, CO 80202-5534	CONTACT NAME: _____																					
	PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
CN144764051-XS-GAUWP-25-26 C23272 5TX.00	<table border="1"> <thead> <tr> <th align="center" colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th align="center">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td></td> <td align="center">20443</td> </tr> <tr> <td>INSURER B: N/A</td> <td></td> <td align="center">N/A</td> </tr> <tr> <td>INSURER C: National Fire Insurance Company</td> <td></td> <td align="center">20478</td> </tr> <tr> <td>INSURER D: Axis Surplus Insurance Company</td> <td></td> <td align="center">26620</td> </tr> <tr> <td>INSURER E: Travelers Property Casualty Company of America</td> <td></td> <td align="center">25674</td> </tr> <tr> <td>INSURER F: The Continental Insurance Company</td> <td></td> <td align="center">35289</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B: N/A		N/A	INSURER C: National Fire Insurance Company		20478	INSURER D: Axis Surplus Insurance Company		26620	INSURER E: Travelers Property Casualty Company of America		25674	INSURER F: The Continental Insurance Company		35289
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INSURER F: The Continental Insurance Company		35289																				
INSURED Consor Parent, Inc. and all Subsidiaries 6505 Waterford District Drive, Suite 470 Miami, FL 33126																						

COVERAGES CERTIFICATE NUMBER: SEA-004056902-13 **REVISION NUMBER:** 8

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		7095110478	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		7095132738	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			8018283485	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	7095135476 (AOS) 7095140595 (CA)	12/31/2025 12/31/2025	12/31/2026 12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Prof & Environmental Liability			EBZ634816/01/2025 (SIR \$500,000)	12/31/2025	12/31/2026	Per Claim/Aggregate \$ 1,000,000
E	Excess Liability			EX-A1241010-25-NF	12/31/2025	12/31/2026	Occurrence/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Consor Project No. C232725TX.00 for Solicitation #2023-0733R for Project Management for El Paso Public Safety and Fire Department Headquarters & Maintenance and Logistics Center Project.
 City of El Paso is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER City of El Paso 218 N Campbell, 2nd Floor El Paso, TX 79901	CANCELLATION 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 of Marsh USA LLC <i>Daneshia Flowers</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Conzor Parent, Inc. and all Subsidiaries 6505 Waterford District Drive, Suite 470 Miami, FL 33126	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- Named Insureds:
- AIA Engineers LLC
 - American Consulting Engineers of Florida, LLC
 - American Consulting Professionals of Michigan, LLC
 - American Consulting Professionals, LLC
 - Apex Design LLC
 - Aqualyze, Inc.
 - Barney & Worth, Inc.
 - Cavnue, LLC
 - Cavnue Michigan, LLC
 - Cavnue Technology, LLC
 - Cavnue Texas, LLC
 - Charlotte Engineering and Surveying, LLC
 - Civic Engineering and Information Technologies, LLC
 - Conzor Canada, ULC
 - Conzor Engineers, Inc.
 - Conzor Engineers, LLC
 - Conzor Engineers, LLC DBA U.S. Underwater
 - Conzor Engineering and Land Surveying
 - Conzor Holdings, LLC (formerly known as Target Engineering Group Holdings, LLC)
 - Conzor Intermediate, LLC (formerly known as Target Engineering Group Intermediate, LLC)
 - Conzor North America, Inc. (Formerly Murraysmith, Inc.)
 - Conzor North America of Michigan, LLC
 - Conzor Parent, Inc.
 - Conzor PMCM, Inc. (formerly CPM Associates, Inc.)
 - Infrastructure Engineers, LLC
 - Infrastructure Investment Group, LLC
 - Johnson-Adams & Associates, LLC
 - Murfee Engineering Co., Inc
 - MurraySmith, Inc. dba Odell Engineering, LLC
 - Park Engineering, Inc.
 - Project Engineering Consultants, Inc.
 - Project Engineering Consultants, LLC
 - Quincy Engineering Incorporated
 - Structural Grace, LLC
 - Target Engineering Group, LLC
 - TKW Consulting Engineers LLC
 - US Underwater, LLC
 - Versa Infrastructure LLC

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Form No: SCA 23 500 D09 10 11
Endorsement Effective Date:
Endorsement No:
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738
Policy Effective Date: 12/31/2025
Policy Page:



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

Per schedule on file with company

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2025

Policy Page: of



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2025

Policy Page: of



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the 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; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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