

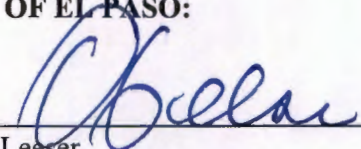
RESOLUTION

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

That the City Manager be authorized to sign Contract 2023-0670R Climate Action Plan by and between the City of El Paso and AECOM Technical Services Inc., to provide qualified consulting services to assist in the development of the city's first formalized Climate Action Plan (CAP) for a term of four (4) year from the effective date of the Agreement. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,239,235.00 for the term of services.

APPROVED this 3 day of JANUARY, 2024.

CITY OF EL PASO:

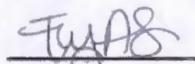

Oscar Leaser
Mayor

ATTEST:

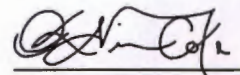


Laura D. Prince
City Clerk

APPROVED AS TO FORM:

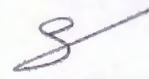

Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO FORM:


K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

Abraham Gutierrez
for Nicole Ferrini

APPROVED AS TO CONTENT:


Nicole M. Ferrini, Chief Sustainability Office
Community & Human Development Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this 3 day of JANUARY, 2024 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 **AECOM Technical Services Inc**, a private corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform qualified professional consulting services to assist in the development of the city’s first formalized sustainability services for the project known as “**Climate Action Plan**”, hereinafter referred to as the “**Project**”, as further described in **Attachments “A” and**

WHEREAS, 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
Attachment “B”	Consultant’s Fee Proposal and Best and Final Offer (BAFO)
Attachment “C”	Consultant’s Basic Services, Labor Hours, Categories, and Billing Rates
Attachment “D”	Consultant’s Labor Fees and ODCs by Task and by Firm

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform construction management 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 **Appendix “A” Climate Pollution Reduction Grant Work Plan**.

2.2 The Consultant shall comply with the City of El Paso Community & Human Development Department CPRG Work Plan in effect on the execution date of this Agreement in the

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

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

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

2.5 The Owner hereby designates the City Chief Sustainability Officer 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 Chief Sustainability Officer 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 Chief Sustainability Officer will render written decisions within a five (5) working day 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 **ONE MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,239,235.00)** for all basic services and reimbursables performed pursuant to this Agreement.

The City Chief Sustainability Officer 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 performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$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.

In addition, if authorized in advance by the City Chief Sustainability Officer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "B"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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"**.

Payments to the Consultant shall be made pursuant to **Attachment "C"**.

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

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

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

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

3.4 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 Chief Sustainability Officer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Appendix "A" and "B"**.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless CPRG Work has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

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

4.3.1 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.

4.3.2 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.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. 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**
 - \$1,000,000.00 Per Occurrence
 - \$1,000,000.00 Products/Completed Operations
 - \$1,000,000.00 Personal and Advertising Injury

- 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 Agreement.

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

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify hold harmless, and defend 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 any negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's officers, directors, partners, agents, consultants or employees. 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.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE 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 and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state 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 and State 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 (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an 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 and State 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 will be identified pursuant to the federal funding requirements for an individual task order 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 Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the 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.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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 prudent considering the ordinary professional skill and care of a competent consultant or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Appendix "B"**. 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 Chief Sustainability Officer of any delay beyond its control and the City Chief Sustainability Officer shall extend the time schedule in the event of delays which the City Chief Sustainability Officer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinion for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion 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

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 **Appendix "B"** 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.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, 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 **four (4) 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 (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

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

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

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

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

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

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

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Chief Sustainability Officer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: AECOM Technical Services, Inc
Attn: Victor De La Garza, P.E.
Vice President
El Paso, Texas 79901

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

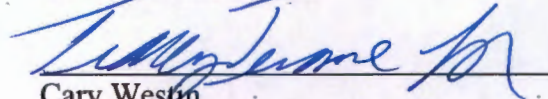
7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

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

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

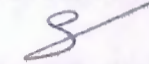
CITY OF EL PASO:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:

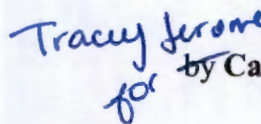

Evy A. Sotelo
Assistant City Attorney

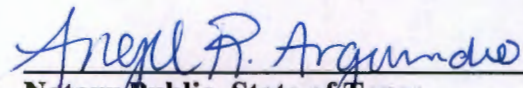
APPROVED AS TO CONTENT:

Abraham Gutierrez
for Nicole Ferrini 
Nicole M. Ferrini
Community Development Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

 This instrument was acknowledged before me on this 10 day of January, 2024,
for by Cary, as Interim City Manager of the City of El Paso, Texas.


Notary Public, State of Texas

My commission expires:

06.01.2026

(Signatures continue on following page)

CONSULTANT:

AECOM, INC.

By: 

Name: Victor De la Garza

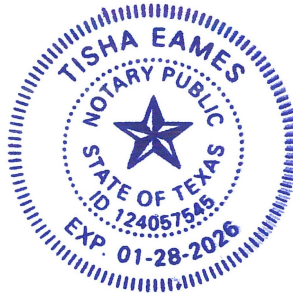
Title: Vice President Traffic/ITS Texas


ACKNOWLEDGEMENT

THE STATE OF Texas §

§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 21 day of December, 2023,
by Victor De la Garza as Vice President of AECOM, INC..




Notary Public, State of Texas

My commission expires:

01/2/2026

ATTACHMENT "A"

SCOPE OF SERVICES

TASK 0. PROJECT MANAGEMENT

AECOM will organize a kick-off call with the City to introduce core team members, confirm project goals, review the project scope and proposed schedule, and discuss communication protocols. Following the kick-off, we propose holding monthly project management calls with the City team. These meetings will be an opportunity to debrief on stakeholder and public engagement and intergovernmental coordination, review and coordinate progress on deliverables, and discuss upcoming steps. Additional project team meetings to collaborate on individual tasks will be schedule on an as-needed basis.

Task 0 Deliverables

- Organize and facilitate one one-hour virtual project team kick-off meeting, including meeting agenda, presentation, and minutes (i.e., bulleted email summary of decisions and next step items).
- Host virtual 30-minute bi-weekly project check-in meetings during PCAP and CCAP development, including meeting agendas and minutes.
- Host virtual 30-minute monthly project check-in meetings during Status Report development, including meeting agendas and minutes.
- Monthly invoices and progress reports.

Task 0 Assumptions

- Project planning, kickoff, and check-in meetings will be virtual; AECOM can provide Microsoft Teams invitations or can use an alternative virtual meeting platform provided by the City team.
- Virtual project check-in meetings will be up to 30 minutes long and will include AECOM Project Manager, Deputy Project Manager, with Project Director and/or technical staff participating on an as-needed basis.

TASK 1. EQUITY STRATEGIES

While climate change affects everyone, we understand that not everyone is affected equally. Disadvantaged communities including low-income families,

undocumented individuals, communities living in colonias, tribal nations, Latino, Black, and people of color, children and elderly populations are most impacted. Yet they have the least means to adapt and are often underrepresented in planning processes. A ‘just transition’ to climate change is one where no person, neighborhood, sector, or community is left behind in the shift away from fossil fuels. Climate adaptation and mitigation solutions have the potential to address economic, health, and social inequities and this task will leverage these investments to maximize benefits and prioritize community members with the greatest needs.

This task will be integrated throughout other tasks to center community perspectives in a transparent decision-making process and elevate actions that can result in equitable outcomes. Working alongside the independent DEI consultant hired by the City, we will develop equity strategies to embed into the engagement and outreach process and plan recommendations. While the specifics of this approach will be defined in partnership with this consultant, we will utilize the following considerations to guide the development of the framework and plan, based on our experience supporting similar efforts.

Equitable engagement and outreach:

- Being transparent and building trust between the community and government.
- Identifying key communities to prioritize outreach and engagement.
- Offering Spanish translation as described throughout the tasks below.

Evaluating equity implications of PCAP, CCAP, and adaptation strategies:

This includes answering the following questions

- Do the benefits of this action prioritize those with the greatest need/address existing disparities?
- Does this action improve health and quality of life?
- Could this action increase access to jobs, housing, healthy food, transit?

Monitoring progress in meeting equity goals over time:

- Identifying performance metrics to understand benefits to specific populations over time.

Task 1 Deliverables

- Bulleted lists of equity strategies that will be embedded in the technical work at the start of each technical task (Task 4 – PCAP, Task 5 – CCAP, Task 6 – Status Report, Task 7 – Risk and Vulnerability Assessment, Task 8 – Adaptation Strategies, Task 9 – Outputs, Outcomes, and Performance Metrics, and Task 10 Final Climate Action Plan).

- One two-hour coordination/brainstorming call with the City and the DEI consultant to integrate equity strategies into the Public and Stakeholder Engagement Plan.
- Seven two-hour coordination/brainstorming calls with the City and the DEI consultant to embed equity in each technical task.

Task 1 Assumption

- AECOM team will coordinate in this task with the independent DEI consultant hired by the City.

TASK 2. PUBLIC AND STAKEHOLDER ENGAGEMENT

Barracuda will lead public and stakeholder engagement, working closely with AECOM and the City, and incorporating input from governmental/agency stakeholders and the DEI advisor.

TASK 2.1. PUBLIC AND STAKEHOLDER ENGAGEMENT PLAN

Working closely with the City and the rest of the AECOM team, Barracuda will create a Public and Stakeholder Engagement Plan that enables strong representation from low-income and disadvantaged communities and individuals with lived experience of injustice. Barracuda has built trusted partnerships throughout the El Paso MSA, and we have up-to-date contact information for the stakeholder groups outlined in the City’s CPRG workplan. We will provide a Public and Stakeholder Engagement Plan that meet the City’s goals of producing the required CPRG deliverables, as well as delivering a Climate Action Plan for the region that addresses both GHG mitigation and climate adaptation strategies.

The Public and Stakeholder Engagement Plan will outline a framework for engagement, outreach, and a timeline to engage with:

- **Leadership Steering Committee:** A senior-level advisory group comprising multiple public entities.
- **Paso Del Norte Community Climate Collaborative:** Stakeholders, partners, and agencies embedded across the MSA.
- **Level 1 Stakeholders:** Community members, community-based organizations (CBOs), and neighborhood associations.
- **Level 2 Stakeholders:** Regional organization (e.g., electric utility, water utility, Texas Commission on Environmental Quality (TCEQ), regional community foundations, conservation groups, health agencies).
- **Paso Del Norte Climate Fellows:** Twenty-seven student volunteers from across the region, to be organized, recruited, and deployed by the El Paso Office of Climate and Sustainability.

We propose to prioritize our public outreach efforts on the Level I Community Stakeholder groups, with the goal of actively bringing community members, CBOs, and neighborhood associations into the process, helping them build a sense of ownership of the project, and establishing/restoring community trust.

Barracuda Public Relations' institutional knowledge will assist in developing a Public and Stakeholder Engagement Plan that will leverage tools such as Climate and Economic Justice Screening Tool (CJEST), the United States Census and the CDC Social Vulnerability Index to identify underserved or overburdened communities to prioritize. We will work with the Leadership Steering Committee, Paso Del Norte Community Climate Collaborative, and Level 2 stakeholders to identify CBOs and other key community members to engage in the process.

Task 2.1 Deliverable

- Draft and final Public and Stakeholder Engagement Plan.

Task 2.1 Assumption

- City will share the draft plan with the DEI consultant, Leadership Steering Committee, Paso Del Norte Community Climate Collaborative, and other key stakeholders for their review and provide one round of consolidated feedback.

TASK 2.2. ENGAGEMENT EFFORTS

We are prepared to help the City gather stakeholder information, facilitate meetings, and document meeting minutes and action items. Our public engagement strategy is multifaceted and involves data collection, community engagement, benchmarking, and reporting outcomes.

- **Public engagement events:** After developing the Public and Stakeholder Engagement Plan, we will facilitate six in-person public engagement events and three virtual events. Barracuda will provide a Spanish translator for all nine events.
- **Climate empowerment meetings with *promotoras*:** Engaging with El Paso's *promotoras* is necessary to connect with vulnerable families who have traditionally been more disconnected and have less access to basic needs, including households that lack internet access and for whom Spanish is the main language. We will facilitate 14 smaller, bilingual meetings in these areas. We assume one member of our team will facilitate these meetings, supported by Climate Fellows. Barracuda have extensive experience in working with our local *promotora* networks through our outreach work during the COVID-19 pandemic, where our focus was to

vaccinate people in El Paso County's most vulnerable areas.

- **Bilingual interactive online surveys:** We will host two surveys in English and Spanish on an online interactive public outreach tool, such as Social Pinpoint. This tool allows users to provide feedback on their own time.

Barracuda will organize and summarize data collected from the engagement and provide to the project team to help inform PCAP, CCAP, and adaptation plan development. Additionally, we will encourage stakeholders and fellowship members to conduct meetings-in-a-box (described below in Task 2.3) in communities or neighborhoods that show interest in learning more.



To communicate topics related to climate change, mitigation, and adaptation, we will include interactive culturally relevant meeting activities, such as:

- **Beginning meetings with a “Rompe Hielo,”** where we establish awareness of our individual contributions to climate change by beginning with an interactive personal carbon footprint activity.
- **Gamifying the conversation with “Climate Loteria,”** where familiar icons/practices (e.g., La Original: a grandmother with a mercado bag waiting for public transportation, or Los Leftovers: a plastic butter container full of beans) are used to gather information on community priority areas while engaging in an activity that is fun and familiar.

Task 2.2 Deliverables

- Facilitate in-person, prepare materials and meeting summaries for six in-person public engagement meetings.
- Facilitate, prepare materials and meeting summaries for three virtual public engagement meetings.

- Train and prepare materials for climate fellows and city staff to attend 14 Climate Empowerment meetings in hard-to-reach areas (one representative from Barracuda attends and prepares meeting summaries/notes).
- Create, distribute, and analyze two bilingual surveys.

Task 2.2 Assumptions

- City will support with meeting logistics such as securing venues for the in-person meetings and outreach to promote the events.
- Four people from the AECOM team will attend each of the six in-person public meetings.
- Four people from the AECOM team will attend each of the three virtual public meetings.
- One bilingual consultant team member will be present at all nine public meetings.
- The consultant team will print poster boards for the in-person meetings and provide supplies and snacks/ refreshments.

Figure 1. Upper Rio Grande Regional Flood Plan Open House



TASK 2.3. OUTREACH STRATEGIES

The success of Task 2.2 engagement initiatives depends on attracting diverse representation from community members, CBOs, and neighborhood association representatives to attend events and respond to surveys. Barracuda will use the following strategies to raise awareness of the Task 2.2 initiatives:

- **Outreach through local *promotora* networks:** We know that communicating with vulnerable communities often requires us going door-to-door and by intercepting them in community hub areas, such as supermarkets and public transportation. We will leverage our connections with the *promotoras* to spread the word about the plan and encourage participation in public events and surveys.
- **Create a ‘meeting-in-a-box’ kit:** We will create an interactive meeting-in-a-box kit for the Paso del Norte Community Climate Collaborative, the Paso del Norte Climate fellows, neighborhood associations and other community leaders, to amplify the message and collect valuable information from constituents throughout the MSA.
- **Empower Paso Del Norte Climate Fellows:** We will conduct two in-person training sessions with the Climate Fellows on how they can use the meeting-in-a-box kit to run smaller Climate Empowerment meetings in their neighborhoods. We will also conduct two trainings with the Climate Fellows to deploy them to administer intercept surveys in areas with low response rates.
- **Social Media Strategy:** Barracuda is the first agency in Texas to be certified by the National Institute of Social Media. We plan to create a social media strategy that takes into consideration our bilingual audience and is supported by goals to measure the strategy’s effectiveness. If permitted, we propose using this opportunity to create and build the social media presence and e-newsletter subscription list of the Office of Climate and Sustainability, as well as to build a community that supports and promotes these goals. The social media strategy will be developed with a holistic mindset aimed at creating a community excited for sustainability, where they can see how to make a difference through our weekly Climate Tips and Reduce Your Carbon Footprint campaign and overall educational awareness. We believe our strategy will set us apart by moving away from being a transactional account used solely to promote meetings and information on the PCAP and CCAP process and will instead create an authentic identity that encourages public participation, communicates progress, is transparent, inclusive, and committed to creating an actionable CAP for the El Paso MSA.

Task 2.3 Deliverables

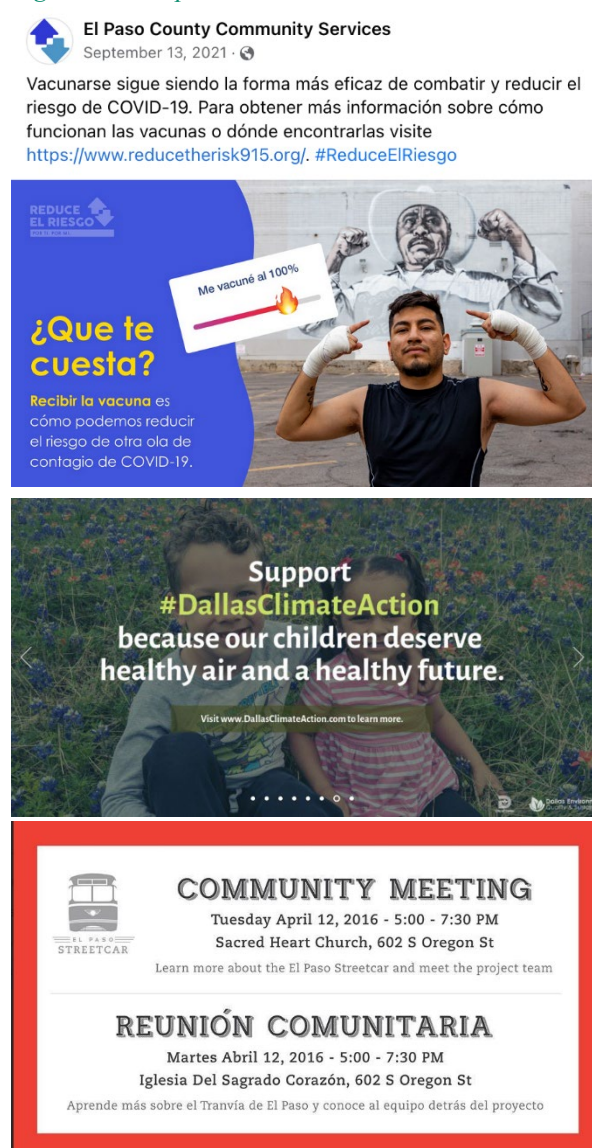
- Draft and final material for ‘meeting-in-a-box’ kit.
- Eighteen bilingual social media posts, plus additional (approximately 8) paid social media ads to promote surveys and public meetings.

- Two two-hour in-person training sessions with Climate Fellows on engaging community members through the surveys in areas with low response rates.
- Two two-hour in-person training sessions with Climate Fellows on using the ‘meeting-in-a-box’ kit to host small meetings in their neighborhoods.

Task 2.3 Assumptions

- City will coordinate logistics for scheduling and securing venues for the training session.
- City will support with printing outreach material (fliers, meeting-in-a-box kits, etc.) for distribution.
- While Barracuda will not create outreach material other than social media posts, we will share graphic files so they can be repurposed as fliers.

Figure 2. Example Social Media Posts



TASK 3. INTERAGENCY AND INTERGOVERNMENTAL COORDINATION

The Climate Action Plan will require significant coordination and input from all regional stakeholders to integrate with ongoing planning efforts happening in the MSA, and to build an effective coalition for implementation. Over the course of the planning process, the City’s CPRG workplan anticipates convening 10 meetings with the Leadership Steering Committee and 13 meetings with the Paso Del Norte Community Climate Collaborative.

The AECOM team will support up to 12 of these meetings: six virtual meetings and six in-person. For these 12 meetings, we will prepare meeting materials, facilitate discussions, and following up with meeting notes/debriefs.

During the kick-off meeting (Task 0), the AECOM team will work with the City to identify the critical milestones in the planning process that require feedback from stakeholders, so that we can target our meeting support accordingly.

As part of this task, we will also develop brief quarterly reports for the City to submit to the EPA program manager. These reports will summarize work status and progress, difficulties encountered, financial expenditures, preliminary data results if applicable, anticipated future activities, and any changes of key personnel. We expect City staff will provide input regarding project financial expenditures and any key personnel changes within the City team.

Task 3 Deliverables

- Facilitate in-person, prepare materials and meeting summaries for six in-person Interagency and Intergovernmental Coordination meetings.
- Facilitate, prepare materials, and meeting summaries for six virtual Interagency and Intergovernmental Coordination meetings.
- Up to 16 quarterly reports for the City to submit to the EPA.

Task 3 Assumptions

- City will support with meeting logistics including scheduling the meeting, sending out the invite, and securing the venue.
- Up to two members from the consultant team will attend each meeting.

TASK 4. PRIORITY CLIMATE ACTION PLAN

The AECOM team will work closely with the City and its partners to develop a PCAP that sets the region up to be competitive for upcoming CPRG implementation grant funding and establishes the baseline for the CCAP. ICLEI will lead the technical analysis for this task, with AECOM focusing on technical review, strategic guidance, and deliverable production.

TASK 4.1. PRIORITY GHG INVENTORY, EMISSIONS PROJECTIONS, AND REDUCTION MEASURES

This initial PCAP task consists of a regional GHG inventory and emissions forecasts that will be developed using ICLEI's ClearPath software:

- **MSA-wide GHG Inventory:** ICLEI will conduct a regional, high-level U.S. Community Protocol-compliant GHG Inventory for 2021 or 2022 for the El Paso MSA region. The regional inventory scope will account for emissions by sector, including stationary energy, transportation, waste, industrial processes and product use, and energy generation. The inventory will address the six primary GHGs: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆).

ICLEI and AECOM will work with the City, surrounding municipalities, utilities, and other community partner agencies to provide a thorough data gathering effort to inform the inventory. Decisions about tools and datasets to consider and use will be made jointly with MSA partners. The GHG inventory will be aligned with EPA CPRG Guidance and, to the extent possible, the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC); ICLEI's ClearPath inventory tool can report results according to the US Community Protocol and the GPC.

- **MSA-wide GHG emissions projections:** We will also use the ClearPath software to calculate regional, "business-as-usual" GHG emissions projections for the near-term (2030) and long-term (2050) timeframes. Projections will be made by sector, such as transportation and buildings, and will also quantify GHG emission reduction scenarios based on the reduction measures analyzed in Task 4.2. We will provide a request for information (RFI) to the City that lists the emissions growth indicators needed to complete the forecasts, such as demographic and economic projections.
- **Planning and Policy Inventory:** We will expand upon the in-progress planning and policy inventory

that will identify ongoing and future climate pollution reduction activities. We will review the in-progress draft inventory, and compare activities identified with the regional GHG inventory to produce a high-level policy gap analysis that identifies where further action is needed relative to the region's emissions sources. The results of this policy inventory will directly inform PCAP and CCAP reduction measure development, as well as the adaptation strategy identification phase. We will also solicit input from the Leadership Steering Committee to complete this task.

Task 4.1 Deliverables

- Comprehensive GHG Inventory for the El Paso MSA.
- GHG emissions projections for 2030 and 2050 for El Paso MSA.
- Planning and policy inventory matrix (Word or Excel).

Task 4.1 Assumptions

- AECOM team will provide the data request list to the client for distribution; client will be responsible for follow up on data collection with entities and agencies and the AECOM team will provide technical assistance to answer data collection questions.
- Requested data will be available and provided to AECOM in the format requested to perform the GHG calculations; If any data requested is not provided or unavailable, we can assist the City in identifying proxy data or alternative emissions accounting methods to estimate the data gaps.
- City will assist in collecting assigned GHG emissions growth indicators (e.g., demographic and economic forecasts).

TASK 4.2. QUANTIFIED GHG REDUCTION MEASURES

Building on the Task 4.1 analysis, we will identify a focused list of GHG reduction measures for the PCAP. Potential measures may include municipal planning policies that incentivize high-density development, investments in renewable energy and community solar, transitioning fleets to electric vehicles, and laying the groundwork for mass-transit development. The GHG reduction measures included in the PCAP will be near-term, implementation-ready actions that can reduce emissions reported in the PCAP GHG inventory.

We will develop a set of criteria and a process for prioritizing quantified measures with input from the Leadership Steering Committee. Reduction measures that have the greatest quantified impact and those that reduce emissions and co-pollutants in low-income and

disadvantaged communities will be highlighted for priority consideration. Using the ClearPath software, we will analyze, quantify, and report the emissions reductions that can be achieved through each of the prioritized reduction measures when implemented at the county and regional levels.

Task 4.2 Deliverables

- Technical memo (draft and final) describing proposed methodology for technical analyses to identify and select PCAP measures and quantify GHG reductions.
- GHG reduction measures list (draft and final), including emissions benefits quantification and prioritization analysis results.

Task 4.2 Assumption

- We will develop a list of inputs needed to support quantification and coordinate with the various stakeholders to confirm assumptions, identify data sources, and review draft GHG reduction results.

TASK 4.3. LOW-INCOME AND DISADVANTAGED COMMUNITIES (LIDAC) BENEFITS ANALYSIS

As a region that is home to many underserved and disadvantaged communities, understanding the impacts of different emissions reduction strategies on these communities is especially important in the El Paso MSA. The AECOM team will assess how GHG reduction measures benefit LIDAC across the full geographic scope of the PCAP. Sources such as the CDC's Social Vulnerability Index (SVI), American Community Survey (ACS) data on poverty and other demographic variables, and the CJEST will be used to identify LIDACs. AECOM is conscious that these data sources do not provide a complete picture of community needs and may not accurately reflect specific populations such as undocumented immigrants and communities living in Colonias. To make the analysis as comprehensive and relevant as possible for disadvantaged communities, the AECOM team will supplement the quantitative analysis with input from El Paso MSA stakeholders and ongoing feedback from the public and stakeholder engagement strategies in Task 2.

After identifying the communities of interest, the AECOM team will work with the City and the steering committee to develop a qualitative evaluation matrix that will allow us to assess the expected direct and indirect benefits of the GHG reduction measures for LIDACs. In addition to GHG reduction, benefits can include improvement in air quality, household cost reduction, job creation, increased opportunities for active transportation, and so on. Our team has developed several multi-criteria evaluation frameworks to support climate action prioritization discussions, including the ASAP tool developed for C40 Cities. Leveraging these examples, we

will develop an action evaluation matrix to support rapid evaluation and decision-making from long lists of potential measures. The matrix would list potential climate measures in rows with the community benefits in columns and include a qualitative rating for each benefit included.

The AECOM team will develop the evaluation rating scales with input from the City and Leadership Steering Committee members, and then perform initial LIDAC benefit impact evaluations to be reviewed and confirmed by the Leadership Steering Committee.

To the extent that specific location data are available, we will map measures included in the PCAP to determine which fall within identified LIDACs. The analysis will also provide an overview of planned and/or ongoing engagement with LIDACs and CBOs to inform plan development and implementation.

Task 4.3 Deliverable

- Technical memo (draft and final) summarizing the analyses, including identification of LIDACs in the MSA, qualitative matrix evaluating benefits to LIDACs, summary of outreach in LIDACs and engagement participation from LIDACs.

Task 4.3 Assumption

- Up to 10 benefit criteria will be selected and evaluated qualitatively.

TASK 4.4. REVIEW OF AUTHORITY TO IMPLEMENT

Successful implementation of the GHG reduction measures identified in the PCAP and CCAP will require coordination across regional, sub-regional, and local levels of government and identification of statutory and regulatory barriers across the region. To efficiently analyze authority to implement across jurisdictions, the AECOM team will first classify climate action measures by type (e.g., building code updates, education and outreach initiatives, planning/zoning requirements, renewable energy investments, etc.). We will develop a matrix of these categories of interventions and any statutory or regulatory gaps at the state and local government level.

For each of the proposed GHG reduction measures, we will identify whether relevant local agencies already have existing statutory or regulatory authority to implement the measure or whether such authority needs to be obtained. We will also work with different jurisdictions to research innovative ways to use existing authority to achieve climate goals. For example, county land use powers in Texas are limited under state law. Despite this, some counties have taken advantage of their subdivision

authority to ensure that developers comply with new requirements, including environmental controls.

Task 4.4 Deliverable

- Draft and final matrix of the recommended GHG reduction measures by type, relevant agencies, and whether these agencies have authority to implement the measure or need to obtain authority.

Task 4.4 Assumption

- Implementation authority will be evaluated for up to 11 entities in the MSA.

TASK 4.5. DRAFT AND FINAL PCAP

The AECOM team will synthesize the deliverables from Tasks 4.1 through 4.4 into an initial draft of the PCAP that contains all EPA-required elements. This initial draft will be provided to the City, Leadership Steering Committee, and other relevant stakeholders for feedback and comments. Subsequently, AECOM will address comments and provide a final version of the PCAP that is appropriate for submission to the CPRG application by the end of February 2024 with ample time for El Paso to meet the CPRG deadlines.

Task 4.5 Deliverable

- A draft and final PCAP in accordance with EPA guidelines, including list of potential measures for inclusion in the PCAP; GHG reduction evaluation; LIDAC analysis and engagement plan; authority to implement; and summary of stakeholder engagement activities.

Task 4.5 Assumption

- The final PCAP deliverable will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated into Spanish.

TASK 5. COMPREHENSIVE CLIMATE ACTION PLAN

The CCAP will build on the preliminary planning conducted in the PCAP to develop a more comprehensive CAP. Like the PCAP, our partners ICLEI will lead the technical analysis for the CCAP with AECOM focusing on technical review, strategic guidance, and deliverable production.

TASK 5.1. CCAP GHG INVENTORY

ICLEI will expand the GHG inventory compiled during the PCAP to include additional sectors. The final GHG inventory will include a breakdown of emissions and sinks by the following sectors:

- Stationary energy
- Buildings
- Transportation
- Waste and materials management
- Industrial processes and product use
- Energy generation
- Livestock
- Land use
- Agriculture, forestry, and other land use

The inventory will meet the EPA guidelines for a CPRG CCAP GHG inventory, and will include carbon removals (i.e., carbon sinks) to the extent possible based on data availability.

In addition, ICLEI will develop a local government operations GHG inventory in the ClearPath software for the City municipal operations. The inventory will include electricity and heating fuels for all buildings and facilities owned and or operated; electricity used in streetlight and traffic signals; fleet fuels used in on-road and off-road equipment and related to employee commutes; emissions from landfills, water and wastewater treatment facilities; and process and fugitive emissions and emissions from industrial processes and refrigeration, as data allows.

Task 5.1 Deliverables

- Expanded MSA-regional GHG inventory (draft and final) with additional emissions sectors included.
- City municipal operations GHG inventory.

Task 5.1 Assumptions

- Data for municipal operations inventories will be collected during the regional GHG inventory data collection process.
- AECOM team will provide data request list to the client for distribution; client will be responsible for follow up on data collection with entities and agencies and the AECOM team will provide technical assistance to answer data collection questions.
- Requested data will be available and provided to AECOM in the format requested to perform the GHG calculations; if any data requested is not provided or unavailable, we can assist the City in identifying proxy data or alternative emissions accounting methods to estimate the data gaps.
- City will assist in collecting additional GHG emissions growth indicators, as needed, to supplement information collected during the PCAP process.

TASK 5.2. CCAP EMISSIONS PROJECTIONS, TARGETS, AND REDUCTION MEASURES

AECOM and ICLEI will update the PCAP analysis to provide the following CCAP components:

- **GHG emissions projections:** ICLEI will expand the GHG emissions projections developed in the PCAP to include each emissions source in the CCAP GHG inventory. Emissions will be projected under two scenarios—a “business-as-usual” scenario where no additional GHG emissions measures are implemented, and a “sustainable” scenario where the identified PCAP and CCAP measures are implemented to demonstrate progress toward target achievement. ICLEI will also develop a “business-as-usual” emissions forecast for the municipal operations inventory based on the expected growth rate of city operations.
- **GHG reduction targets:** In coordination with project stakeholders, we will assist El Paso with developing a set of GHG reduction targets for 2030 and 2050. The targets will be defined with consideration for the potential GHG reduction measures, economic conditions, and other conditions impacting the region and its communities. Target setting will also consider national and/or state targets, as applicable.
- **GHG reduction measures:** Following PCAP submission, we will begin developing an expanded list of GHG reduction measures. The list will be informed by the CCAP GHG inventory and projections, the draft reduction targets, and other considerations like federal funding availability for measure implementation. Measures identified during PCAP development that were infeasible in the short term, for example due to lack of authority or funding, could be reconsidered and included in the CCAP reduction measures list.

Through an iterative process between AECOM, ICLEI, the Leadership Steering Committee, and stakeholders, we will model mitigation measures in the ClearPath software. We will develop a set of metrics to help track the impact of each reduction measure. Based on these and other variables developed in subsequent tasks, we will offer updated prioritization criteria for the measures. The Leadership Steering Committee will have full access to ClearPath and other supporting materials.

As part of Task 9, AECOM will identify key performance metrics that can be monitored by lead entities for each reduction measure.

Task 5.2 Deliverables

- Updated GHG emissions projections (draft and final), broken down by sector and scenario (“business-as-usual” and “sustainable” scenario where measures are implemented); municipal operations “business-as-usual” emissions forecasts.
- Updated GHG reduction targets (draft and final) for 2030 and 2050 accompanied by a written explanation of the rationale for these targets.

- Complete and final list of GHG reduction measures (draft and final), estimated potential benefits of such measures, and the justification for each measure.

Task 5.2 Assumption

- Up to 48 reduction strategies will be identified.

TASK 5.3. BENEFITS ANALYSIS FOR FULL GEOGRAPHIC SCOPE AND POPULATION OF THE PLAN

We will work with El Paso and the Leadership Steering Committee to review and update the action evaluation matrix developed during the PCAP in Task 4.3, including confirming a consistent set of community benefits to be evaluated as part of the benefits analysis. Here again, we will leverage existing tools to efficiently quantify co-pollutant reductions and confirm a framework for qualitatively evaluating the other climate action benefits.

ICLEI will develop the co-pollutant baseline and 2050 projections using a companion estimation tool to the ClearPath software that generates the GHG inventories and GHG reduction estimates. This work will be informed by data from a variety of sources, including the EPA’s National Emissions Inventory (NEI), RGCOG’s travel demand model, data from municipal and counties’ environmental services departments, TCEQ, and other relevant agencies. Benefits of climate actions can then be compared against the co-pollutant baseline and projections to demonstrate co-pollutant reduction impact. We will then use a combination of action impact analysis tools to quantify co-pollutant reductions from the planned actions.

We will supplement the co-pollutant reduction analysis with a qualitative evaluation of other climate action benefits. Potential benefits to be analyzed include improvements in public health, environmental and economic outcomes, increased resilience, or other benefits. If there are significant benefits or disbenefits that may stretch beyond the El Paso MSA, for example to neighboring areas in New Mexico or across the U.S.-Mexico border, these will also be documented qualitatively. We will develop a benefits analysis matrix that lists potential climate measures in rows with the community benefits in columns and includes a qualitative rating for each benefit included. The AECOM team will develop the evaluation rating scales with input from the City and steering committee members, and then perform initial community benefit impact evaluations to be reviewed and confirmed by the steering committee.

Task 5.3 Deliverables

- Technical memo (draft and final) describing proposed methodology for benefit analysis, including a proposed list of benefits criteria and how they will be applied.

- Qualitative matrix evaluating benefits of proposed GHG reduction measures with accompanying text summarizing methodology and results.

Task 5.3 Assumption

- Up to 10 benefit criteria will be selected.

TASK 5.4. UPDATED LOW-INCOME AND DISADVANTAGED COMMUNITIES BENEFITS ANALYSIS

The AECOM team will update the benefits analysis for disadvantaged communities submitted in the PCAP with the potential benefits and disbenefits of the comprehensive list of GHG reduction measures. Any new data or considerations particular to low-income and disadvantaged communities will be included. Examples of impacts that may be covered include locally specific co-pollutant emissions reductions, increased climate resilience, green job creation, or decreased energy costs from implementing energy efficiency upgrades. The team will develop the evaluation rating scales with input from the City and steering committee members, and then perform initial community benefit impact evaluations to be reviewed and confirmed by the steering committee.

Task 5.4 Deliverable

- Technical memo (draft and final) summarizing the technical analyses, including identification of LIDACs in the MSA, a qualitative matrix evaluating benefits to LIDACs, summary of outreach in LIDACs and engagement participation from LIDACs.

TASK 5.5. UPDATED REVIEW OF AUTHORITY TO IMPLEMENT

The AECOM team will update the previously conducted review of authority to implement by considering the statutory and regulatory requirements of each GHG reduction measure identified for CCAP. Given current developments in the state legislature that may limit local governments' regulatory authorities related to climate, this update will also note whether any already identified authorities have changed since the PCAP was submitted.

Task 5.5 Deliverable

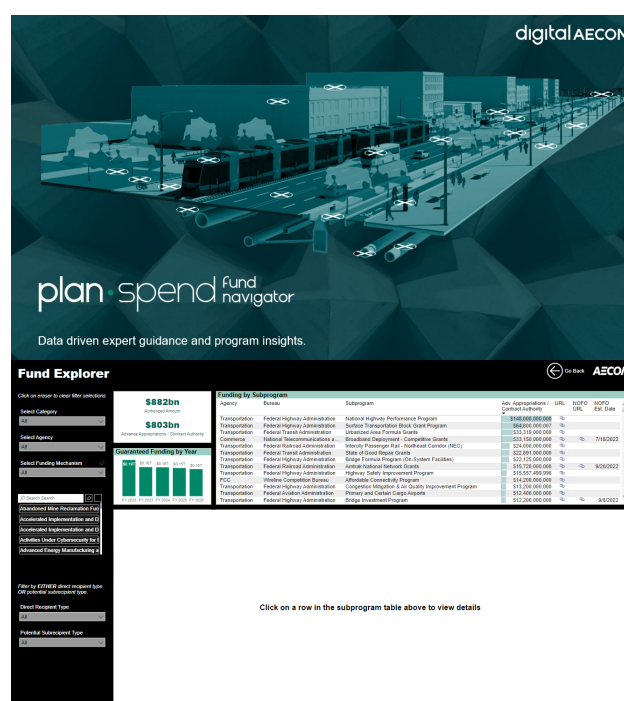
- Matrix of the recommended GHG reduction measures, relevant agencies, and whether these agencies have authority to implement the measure or need to obtain authority.

Task 5.5 Assumptions

- Implementation authority will be evaluated for up to 11 entities in the MSA.

TASK 5.6. ANALYSIS OF INTERSECTION WITH OTHER FUNDING AVAILABILITY

The AECOM team will investigate sources of funding from federal and state agencies which can potentially support GHG reduction measures, especially grants and loans made available through the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA). The DOE, DOT, and EPA offer many promising grant programs aligned with sustainable transit-oriented development, decarbonization of buildings and the grid, electric vehicle adoption, and renewable energy. The team will also examine how recurring sources of federal funding available to the City and partner jurisdictions, such as the Community Development Block Grant (CDBG), the Community Services Block Grant (CSBG), and multiple transportation formula funds, may be able to support GHG reduction measures. Emissions reductions measures with multiple potential funding sources will be noted.



This task will leverage AECOM's Fund Navigator, an interactive digital tool developed by AECOM that provides continually updated information and guidance on more than 500 BIL and IRA funding programs. The tool provides a calendar of discretionary grant application timelines, a breakdown of funding appropriated for each program in the current and upcoming fiscal years, as well as preliminary Justice 40 screening for insights into the competitiveness of a project's impact area. We will use this tool to identify upcoming federal funding opportunities aligned with CCAP measures and advise the City on the alignment of CPRG implementation funds with other federal grant programs.

Task 5.6 Deliverable

- Technical memo (draft and final) describing applicable funding sources for proposed GHG reduction measures.

TASK 5.7. WORKFORCE PLANNING ANALYSIS

AECOM will work with the regional workforce agency, Workforce Solutions Borderplex, to understand the workforce necessary to implement the GHG reduction measures, identify gaps in the projected workforce and existing workforce development system, and propose potential strategies for closing those gaps. The public and stakeholder engagement process will inform policy recommendation prioritization related to workforce analysis and will be structured to engage key stakeholders involved in green jobs workforce training. The process will consider topics such as equitable access to climate jobs and a just transition for fossil fuel workers.

Based on the measures identified in the CCAP and in partnership with Workforce Solutions Borderplex, AECOM will use data from sources such as the Quarterly Census of Employment and Wages, the Occupational Employment and Wage Statistics program, and Longitudinal Employer-Household Dynamics program to identify industries and occupations that will be in high demand to implement climate actions. We will evaluate current and projected occupational growth to identify where there may be gaps in labor supply.

Task 5.7 Deliverable

- Memo summarizing workforce planning analysis.
- Attend up to five coordination/brainstorming calls with Workforce Solution Borderplex.

Task 5.7 Assumption

- City will engage with Workforce Solution Borderplex to act as sub-awardee and manage workforce analysis in the region. The City will schedule calls with Workforce Solution Borderplex.

TASK 5.8. TRAINING FOR STAFF AS DEFINED IN THE CPRG WORKPLAN

ICLEI will lead one training session to train staff and members of the Leadership Steering Committee on how to perform GHG calculation work independently in the future using the ClearPath software. The training session will cover topics such as:

- GHG inventory data collection.
- GHG inventory development in ClearPath.
- GHG projection estimates in ClearPath.
- GHG reduction measure calculation and analysis in ClearPath.

ICLEI will conclude the session by sharing other resources available that staff can leverage to independently complete this work in the future.

Task 5.8 Deliverable

- One three-hour long virtual training session on use of GHG modeling software.

Task 5.8 Assumption

- City will schedule the virtual training session and circulate the invitation.

TASK 5.9. DRAFT AND FINAL CCAP

The AECOM team will synthesize the elements of Task 5 into a draft copy of the full CCAP, for review by the City, Leadership Steering Committee, and other relevant stakeholders. AECOM will implement any necessary corrections or additions and present a final copy of the CCAP to the City with time for review and submission to the CPRG application.

Task 5.9 Deliverables

- Draft and final CCAP in accordance with EPA guidelines, including:
 - o GHG inventory results
 - o GHG emissions projections
 - o GHG reduction targets
 - o Quantified GHG reduction measures
 - o Benefits analysis for the full geographic scope and population covered by the plan
 - o Low-income and disadvantaged communities' benefits analysis
 - o Review of authority to implement
 - o Intersection with other funding availability
 - o Workforce planning analysis
 - o Stakeholder engagement activities

Task 5.9 Assumption

- Final CCAP deliverable will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated in Spanish.

TASK 6. STATUS REPORT

We will produce a draft Status Report in fall 2026 that includes updated analysis on the components summarized below. The AECOM team will collect information on the region's implementation progress through collaborative group discussions at Leadership Steering Committee meetings and through data requests for necessary information provided to committee members.

- **Quantified GHG reduction measures:** Using the list of variables developed in Task 5.3 for monitoring and evaluation of the GHG reduction measures, we

will work with the Leadership Steering Committee to track implementation progress across jurisdictions and agencies. The status of each reduction measure will be noted in fall 2026 for the internal report as finalized, in-progress, or rejected and not implemented. For each reduction measure, AECOM will work with the Leadership Steering Committee to note key successes and challenges during implementation, how the measure may have changed in response to these successes and challenges, and next steps to ensure advancement of the measures.

- **Updated LIDAC benefit analysis:** The AECOM team will work with the Leadership Steering Committee and implementing agencies and jurisdictions to update the original LIDAC benefits analysis included in the CCAP. In particular, the update will include any unexpected co-benefits or unintended consequences of implementing the reduction measures that impact disadvantaged communities.
- **Updated co-pollutant benefit analysis:** The report will include updated data on co-pollutants, including information about co-benefits or unintended consequences.
- **Updated review of authority to implement:** Any updates related to new state or federal legislation and regulations that affect local authorities will be documented. For example, legislation currently advancing in the Texas Legislature may introduce new limits on local powers to issue ordinances more stringent than state law on certain topics.
- **Updated analysis of intersection with funding availability:** The internal report will include updated information on any additional federal, state, or other funding and financing sources that can support the GHG reduction measures. The focus will be on any new sources of funding not previously identified in the CCAP.
- **Updated workforce planning analysis:** Through partnership with local stakeholders and Workforce Solutions Borderplex, the internal report will assess challenges and needs related to workforce development for implementing the GHG reduction measures. Any changes and updates in workforce needs since submission of the CCAP will be highlighted.
- **Next steps:** The internal report will conclude with a summary of the key next steps required for the El Paso region to continue making progress toward GHG targets and to facilitate successful implementation of the GHG reduction measures. Staffing and budget needs will be defined, as well as new funding sources that the region might pursue and regulations that require adjustments in existing activity. To the extent possible, any strategies to address unintended consequences, especially for

low-income communities, and challenges with funding, authorities, and workforce needs will be noted. Overall, this section will summarize developments in the El Paso region's climate planning, action, and context since submission of the CCAP. Examples of potential next steps could include identification of priority programs or measures from the CCAP for implementation in the near-term or long-term, additional planning that could be possible with additional resources, and actions to support implementation projects that have yet to start but are expected to begin soon.

Task 6 Deliverable

- Draft and final Status Report in accordance with EPA guidelines, including:
 - o Quantified GHG reduction measures
 - o Updated benefits analysis for the full geographic scope and population covered by the plan
 - o Updated low-income and disadvantaged communities' benefits analysis
 - o Updated review of authority to implement
 - o Updated intersection with other funding availability
 - o Updated workforce planning analysis
 - o Next steps, future budget, staffing needs
 - o Updated GHG inventory and projections
 - o Stakeholder engagement activities

Task 6 Assumption

- The Status Report will be developed as a Word document in English and provided to the City in Word and PDF format. As described in Task 10, the final CAP will be graphically laid out and translated in Spanish.

TASK 7. RISK AND VULNERABILITY ASSESSMENT

As the effects of climate change intensify, the El Paso region is likely to face more frequent and severe extreme heat days, longer heat waves, stronger precipitation events, and greater risk of flooding, drought, and wildfires. El Paso has already experienced a record-breaking 44 consecutive days over 100 degrees in the summer of 2023. The region also faces swings between extremes of wet and dry, with extended drought punctuated by intense storm events that can lead to flash flooding. All climate impacts will likely have a disproportionate impact on the region's vulnerable and low-income communities, making it critical that equity and economic resilience are considered as part of the climate risk and vulnerability assessment and adaptation strategies. As part of a binational, tri-state, and bilingual region, El Paso has a unique opportunity to address climate resilience in collaboration with its cross-border partners.

TASK 7.1. LITERATURE REVIEW

Through its partnership with 100 Resilient Cities, the City has already established a solid foundation for its climate adaptation work that this project will acknowledge and build upon. AECOM will also leverage our extensive familiarity with statewide resilience-related challenges from our work conducted for the Texas Statewide Resiliency Plan. Building upon this, AECOM will review up to 10 local and regional climate resilience studies and local hazard mitigation plans from the City of El Paso, El Paso County, Hudspeth County, and other stakeholders, including Fort Bliss, Las Cruces, and Ciudad Juárez, to understand the landscape of existing adaptation efforts. The goal of the literature review is to align with adopted or planned policies and goals and leverage past efforts, findings, and actions. Additionally, we will review past hazards that have occurred in the City, including flash flooding in 2006 and 2021 and recent heat waves, droughts, and their impacts. A list of documents and reports that could be included in the literature review is listed in the blue box to the right.

Task 7.1 Deliverable

- Literature review summary memo (draft and final).

Task 7.1 Assumption

- AECOM team will review up to 10 climate resilience and adaptation documents from the City of El Paso, El Paso County, Hudspeth County, and other stakeholders.

TASK 7.2. DATA COLLECTION

Climate Projection Data

The AECOM team will begin with a review of climate projections and available data for climate change impacts that may occur in the El Paso region. Through our work on the Texas Statewide Resiliency Plan, we are already highly familiar with climate hazard datasets that may impact the El Paso region. Climate projections will be selected from nationally recognized sources such as the CMRA tool and NOAA Climate Explorer. Climate projections generally represent the 30-year average of multiple global general circulation models, and for this assessment, we will focus on time horizons of 2030 and 2050 to inform immediate and longer-term actions. For consistency with federal planning and the Texas Statewide Resiliency Plan, we recommend using the high emissions scenario (representative concentration pathway 8.5), which reflects current the global trajectory in GHG emissions. This review will inform the identification of appropriate hazard datasets for discussion with the City.

For extreme heat, it is also critical to evaluate the results of the urban heat island mapping study conducted by the City in partnership with NOAA, the National Weather Service, and the University of Texas. Understanding urban heat islands can help identify areas with higher

exposure to extreme heat that should be prioritized for heat reduction strategies. To evaluate flood risk, the AECOM team will examine future increases in precipitation intensity and frequency, in combination with FEMA floodplain mapping. For wildfire risk, AECOM will examine wildfire danger days, which are approximated by humidity, vegetation fuel moisture, and other variables.

Federal reports:

- EPA Region 6 Climate Adaptation Plan
- Fourth and Fifth National Climate Assessments (Fifth NCA expected Fall 2023)

State and local reports:

- Resilient El Paso
- El Paso Urban Heat Mapping and Heat Perceptions Study
- Central Texas Extreme Weather and Climate Change Vulnerability Assessment of Regional Transportation Infrastructure
- Plan El Paso
- 2021 El Paso County Hazard Mitigation Action Plan

Table 1 summarizes potential hazards and their data sources that could be included in the climate vulnerability assessment for El Paso.

Table 1. Potential climate projection sources and indicators

Hazard	Climate Projection Source	Indicator/Variable
Extreme Heat	Climate Mapping for Resilience and Adaptation Tool* Urban Heat Mapping and Heat Perceptions Study	Annual days with maximum temperature > 100°F Urban heat islands
Flooding	Texas Water Development Board	Historic 100- and 500-year floodplains
Precipitation	Climate Mapping for Resilience and Adaptation Tool	Days each year with precipitation exceeding the 99 th percentile
Drought	Climate Mapping for Resilience and	Days each year with less than 0.01” precipitation

	Adaptation Tool	Maximum number of consecutive dry days Days per year with precipitation (wet days)
Wildfire	MACA (Multivariate Adaptive Constructed Analogs) data via Climate Mapper	Days per year with high wildfire danger (based on daily temperature, humidity, and precipitation)

**Note that CMRA provides climate hazard projections for early-century (2015-2044) and mid-century (2035-2064) time frames.*

Asset Data

The AECOM team will collect data on transportation assets (roads, bike and pedestrian lanes, bus stops, and bus routes), utilities and utility districts (electricity, natural gas, water, wastewater), building infrastructure (police and fire stations, schools, recreation facilities, libraries, and community centers). The team will coordinate with the City of El Paso, El Paso County, and Hudspeth County to acquire available geospatial data (e.g., from the City of El Paso's Open Data repository). The team will also coordinate with Fort Bliss to understand what assets and infrastructure within the city of El Paso and El Paso County are critical to their ongoing continuity of operations.

Additionally, the AECOM team will evaluate research and studies characterizing economic losses for businesses and the local economy due to climate change. For example, for AECOM's economic assessment of extreme heat in the Phoenix metropolitan region, we analyzed the impact of extreme heat on labor productivity and increased energy demand for air-conditioning and qualitatively assessed the effect of heat on retail and tourism. With low annual precipitation and limited water resources, the El Paso MSA region's large agricultural economy is likely to face increased impacts from extended drought. In addition, flooding and other hazards could disrupt transportation networks in the region, potentially affecting El Paso's advanced manufacturing sector. Cross-border trade also plays a critical role in the regional economy, and AECOM can build on our analysis of climate disruptors on international border crossings for the Statewide Resiliency Plan to identify potential disruptions for the regional economy. Based on our review of existing literature, we will qualitatively characterize potential impacts on the economy and businesses.

The vulnerability of natural resources to climate change will also be evaluated qualitatively. Natural resources

include water resources, habitats, tree canopy cover, parks, and energy resources. For example, drought could pose risks to the region's water resources while heat increases water demand for irrigation. AECOM is well versed in evaluating the effects of climate change on habitats, water, and vegetation and has worked on vulnerability assessments for the Texas coast, the Coastal Bend bays and estuaries (Corpus Christi), and the impacts or urban heat in Phoenix.

Social Vulnerability

El Paso is a binational border region with a large proportion of low-income, socially vulnerable, and non-English speaking residents. Vulnerable residents are not only more likely to face greater impacts from extreme heat and flooding, but also have fewer resources to help them respond and recover from these impacts. In addition, it will also be important to consider the impact of climate change on the Ysleta del Sur Pueblo Tribal Nation and their adaptation-related challenges and priorities. Thus, it is essential that El Paso's climate vulnerability assessment understand how vulnerable communities are likely to be affected by climate hazards. The AECOM team proposes to leverage data analyzed in the PCAP and CCAP LIDAC analyses, supplemented with the National Risk Index or the CDC Social Vulnerability Index, to identify populations with the highest risk to climate hazards. Overlaying areas with high social vulnerability with climate hazard exposure mapping can help identify communities that are likely to be more vulnerable to climate impacts and should be prioritized for adaptation strategy implementation.

Task 7.2 Deliverables

- Memo (draft and final) describing the data collection process, data sources, and rationale; summaries of climate change hazards and impacts, describing current conditions, and projected changes, including impacts to local communities.
- GIS datasets for climate hazards and social vulnerability.

Task 7.2 Assumption

- City of El Paso, El Paso County, Hudspeth County, and other stakeholders will provide all datasets for assets related to public infrastructure, businesses, and natural resources. The AECOM team will not perform quality assurance checks on datasets.

TASK 7.3. VULNERABILITY ASSESSMENT

Once data on climate hazards and assets have been gathered, the AECOM team will carry out a vulnerability assessment. For each climate hazard and asset type, vulnerability will be expressed in terms of exposure (whether or not an asset is within the area impacted) and sensitivity (to what degree will exposure damage an asset); adaptive capacity (the asset's ability to adjust or

respond to a hazard) will also be considered to adjust sensitivity ratings. The AECOM team will map the selected climate hazards from Task 7.2 for two-time horizons, and in collaboration with the City choose one scenario to carry forward to the vulnerability assessment.

Exposure. The AECOM team will spatially overlay assets and socially vulnerable populations with climate hazards to identify assets and areas with the highest exposure. Climate projections for temperature and precipitation are produced at an approximately 2.3 by 2.3-mile resolution. However, areas along the Rio Grande, in Socorro, Lakeside, Borderland, and Montoya are in the 100- or 500-year floodplain, which is based on historical data and is higher resolution than climate projections. Figure 3 and Figure 4 provide an example of the El Paso MSA region's future exposure to drought and wildfire, respectively, in the mid-century timeframe under a high-emissions scenario.

Sensitivity. Sensitivity is the degree to which an asset, community, or resource is impacted by climate stressors. Assets, communities, or resources with low sensitivity to an impact will experience only mild or moderate damage or operational disruption from exposure to that impact, while those with higher sensitivities may experience greater disruptions and damage, including potentially irreparable damage. Sensitivity ratings will be developed on a scale of 0 (no sensitivity) to 3 (high sensitivity) based on AECOM's prior experience with sensitivity analyses, previous studies, federal guidance (e.g., Federal Highway Administration sensitivity matrix), expert review, and stakeholder input. A matrix will be developed for each type of asset documenting the degree to which a hazard will impact the function or service of the asset. provides examples of sensitivity ratings for several critical assets.

Adaptive Capacity. Adaptive capacity is the ability of an asset to adjust, repair, or flexibly adapt and respond to damage or disruption. Assets that have high adaptive capacity are likely to have lower vulnerability than assets that are unable to respond. The AECOM team will review with the City and other project stakeholders the adaptive capacity of assets to determine if any asset's sensitivity ratings should be modified based on their ability to adjust (e.g., if they can be easily relocated to avoid hazard

exposure). Based on feedback, assets with higher adaptive capacity may have their sensitivity ratings lowered, which will in turn result in a lower vulnerability score. Similarly, assets with lower adaptive capacities will likely have a higher vulnerability score. In most instances, adaptive capacity findings will inform strategy and recommendations development rather than adjust sensitivity ratings.

Vulnerability. As the final step in the vulnerability assessment process, exposure will be combined with sensitivity to assign an overall vulnerability score for assets.

The overall vulnerability score will be determined by the following equation:

$$\text{Vulnerability} = \text{Exposure Rating} * \text{Sensitivity Rating}$$

Vulnerability scores will be calculated separately for each asset and hazard combination. Results will be summarized in a vulnerability matrix. Scores will be used to prioritize assets with the highest vulnerability for consideration of adaptation strategies in Task 7.4. The AECOM team will develop a vulnerability assessment technical memo that describes overall methodology, summarizes results, and identifies the El Paso MSA's highest vulnerabilities. The results will inform the next step in the project, strategy development.

Task 7.3 Deliverable

- Vulnerability assessment technical memo, including exposure maps for climate hazards, sensitivity rating matrix, adaptive capacity assessment, and vulnerability score matrix.

Task 7.3 Assumption

- AECOM will develop hazard exposure maps for the 2030 and 2050 timeframes but will conduct vulnerability assessments for one timeframe under the high-emissions scenario. AECOM recommends the 2050 timeframe to support actionable planning recommendations and align with best practices, including State of Texas vulnerability assessments.

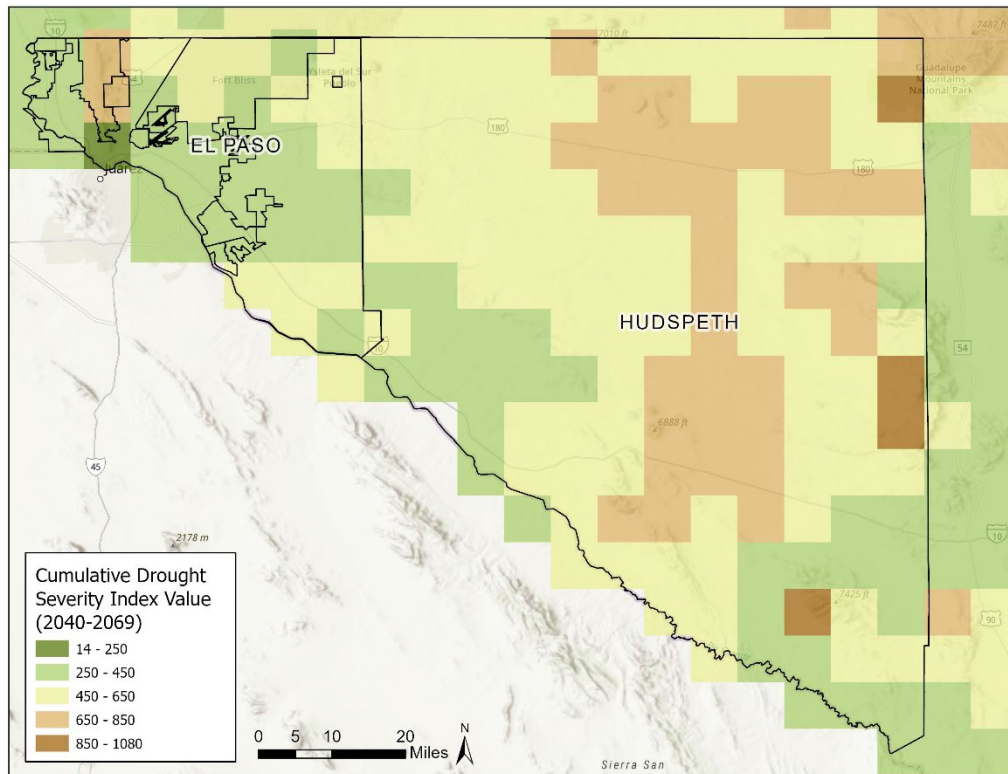


Figure 3. Future drought exposure for the El Paso MSA region for the mid-century (2040-2069) timeframe under a high-emissions scenario.

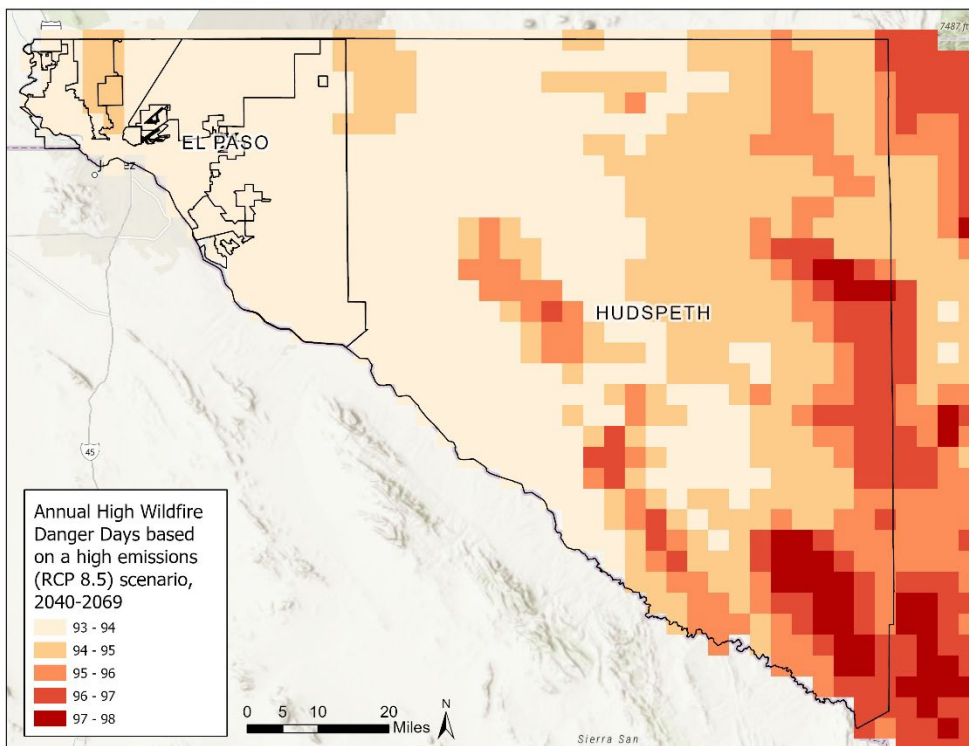


Figure 4. Future wildfire risk, as indicated by the number of days each year with high wildfire danger, for the El Paso MSA region for the mid-century (2040-2069) timeframe under a high-emissions scenario.

Table 2. Sample sensitivity matrix for selected asset/natural resource types.

Asset Type	Extreme Heat	Drought	Flooding
Infrastructure – Hospitals	Moderate – Extreme heat increases energy demand while reducing transmission efficiencies, making power outages more likely due to an overloaded electrical grid. Power outages at a hospital could endanger patients in critical conditions.	High – The primary functions of many critical resources will be significantly impacted by drought conditions, as patients and workers will need access to water.	High – Electrical and mechanical equipment can be damaged by flooding, which could lead to power outages, HVAC system failures, and plumbing system failures.
Transportation – Roads	Moderate – Heat can cause asphalt to soften, deform, crack, or split. Concrete pavements can experience blow-ups due to heat-related slab and joint expansion.	Low or Moderate – Severe drought can shrink or compact soils beneath road surfaces, potentially resulting in pavement degradation, cracking, splitting, and potholes. Roads built on non-expansive soils have lower sensitivity to drought.	Low or Moderate – Infrequent flooding is unlikely to lead to infrastructure damage for rigid pavements and thick asphalt pavements. Flexible pavements are more sensitive to flood-related damage, depending on the strength of their base layers.
Natural Resources – Water	Moderate – Higher temperatures increase evaporation rates; depleting water supplies in reservoirs.	High – Drought can affect the supply of water from the Rio Grande, which makes up nearly half of El Paso’s potable water supply. Drought also prevents groundwater and aquifers from recharging.	Moderate – Flooding can lead to contamination of reservoirs and other water supplies, requiring more treatment.

TASK 7.4 RISK ASSESSMENT AND ASSET PRIORITIZATION

The AECOM team will conduct a risk assessment for the most vulnerable assets based on the likelihood of exposure (determined in the climate exposure assessment), and consequence of exposure, based on the potential impacts of asset disruption or failure. Potential costs of disruption and failure can be evaluated based on criteria such as operational and financial costs, such as the cost of downtime and costs to repair or replace assets, and broader social, economic, environmental costs. The likelihood and consequences of exposure will be summarized in a matrix to identify the assets whose disruption or damage would pose the greatest risks for the El Paso region.

Next, we will develop a list of asset prioritization criteria, including vulnerability, risk, impacts to low-income and vulnerable communities, financial costs for agencies, and impacts for natural resources. The prioritization criteria will be refined based on project stakeholder feedback. The AECOM team will then use the criteria to develop a list of prioritized assets, which will be reviewed with project stakeholders to ground truth findings and identify if any assets that are highly important are missing. If additional priority assets are recommended by stakeholders and confirmed by the City, we will note them within the risk

assessment memo and those assets will be considered during the adaptation strategy development phase (Task 8).

Task 7.4 Deliverables

- Risk assessment matrix and memo describing methodology of risk assessment and results.
- Asset prioritization criteria and list of prioritized assets.

TASK 8. ADAPTATION STRATEGIES

AECOM will work with Quantum to develop and analyze a tailored set of adaptation strategies. Climate adaptation strategies for the El Paso MSA region will be informed by community engagement and public outreach activities carried out in Task 2, the results of the vulnerability assessment in Task 7, and past strategies and progress from the City and other stakeholders.

Note that the RFP requested sub-tasks within the Adaptation Strategies task to develop performance metrics related to risks and vulnerability, develop an interactive dashboard with content, graphics and metrics for each sector that is easy to update by City staff, and develop a template for annual reporting and communicating progress on climate risks. Please refer to Task 9 for our proposed approach on how to integrate

these items with the corresponding elements related to the PCAP and CCAP GHG reduction measures.

TASK 8.1. STRATEGY DEVELOPMENT

The AECOM team will develop an initial list of policy-based, program-based, and project-based adaptation strategies to address vulnerabilities for public infrastructure, business districts and economic growth, natural resources, and vulnerable populations. In addition to project-specific strategies, we will develop neighborhood- and community-scale adaptation strategies that are responsive to the needs of vulnerable and low-income communities. To protect vulnerable and low-income residents, it is critical that strategies are equitable, have the support of community members, and respond to cross-cutting resilience challenges.

Where possible, we will build upon existing resilience efforts from the City, such as the community resources documented in the “Stay Cool, Stay Safe” dataset and recommendations from the El Paso Climate Crisis Advisory Committee (CCAC) Framework on flood risks, water resources, and urban heat islands. In addition, we will also coordinate with Fort Bliss to understand their resilience strategies underway, such as to increase energy resilience with a microgrid, and identify opportunities for collaboration.

Strategies will largely fall under the following categories:

- **Structural:** Strategies that address physical vulnerabilities of assets. (e.g., raise, shade, defend), with a subset of engineered/nature-based solutions. While it is anticipated that some governance-based or informational strategies will be widely applicable across El Paso, strategies address physical vulnerabilities will tend to be more site-specific. These strategies will be described for the plan, but not designed. Structural strategies may include alternate materials that can withstand very high temperatures, stormwater management, flood management solutions, retrofits of bus shelters, or programs to support cool roof and cool wall deployment.
- **Governance:** Strategies that address governance-related vulnerabilities of assets (including planning, design, regulatory, and operations and maintenance, etc.) associated with different types of planning, design, and permitting documents. We anticipate that governance strategies will focus on longer-term strategic actions. This can include, for example, the development of an urban forestry management plan or water conservation strategy, resilience criteria to embed into design standards and economic development activities, and ready-to-execute procurement contracts so that emergency and clean-up activities can be rapidly deployed in the aftermath of events.

- **Informational:** Strategies that provide improved understanding of the vulnerabilities of assets arising from a lack of information, including feasibility studies and data gaps. We anticipate that informational strategies will focus on a few key actions, such as establishing a program to tag and monitor assets for condition assessments more frequently due to their vulnerability or developing coordination plans with emergency preparedness teams to communicate decisions about closures and detours. Examples here include a study on long-term water supply availability or the impacts of extreme heat on cross-border trade.

For business and economic development specifically, the AECOM team will develop a custom set of strategies to increase business resilience, including recommendations that can be implemented at the scale of an economic district and those that can be implemented by individual businesses to increase their readiness and responsiveness to climate hazards and other disruptors. These strategies can help protect and enhance El Paso’s businesses on an individual scale while increasing the overall resilience and vibrancy of the El Paso economy.

Prioritization. From the initial list of adaptation strategies, the AECOM team will coordinate with the project stakeholders to identify 12 strategies to advance for further development, including cost-benefit analysis (Task 8.3) and performance metrics development (Task 9.1).

To prioritize strategies, we will evaluate the full list of strategies for their potential climate hazard reduction impact, implementation feasibility, and other criteria. Following our similar approach to qualitative measure benefit analysis described for the PCAP and CCAP, we will develop a menu of potential benefit and feasibility criteria, which will then be tailored for the El Paso MSA region and based on community/stakeholder input. Example criteria are provided in **Error! Reference source not found..** Strategies will be rated against each of the chosen criteria using a qualitative ordinal ranking scale to arrive at a final list of 12 prioritized strategies. These strategies will be advanced for detailed development.

Table 3. Example evaluation criteria to prioritize adaptation strategies.

Category	Evaluation Criteria
Financial	Capital cost Operational cost
Environmental	Air quality GHG reduction Biodiversity Water resources
Social	Public health Jobs Equity
Governance	City authority Regulatory barriers

Task 8.1 Deliverables

- 22 initial climate adaptation strategies and 12 prioritized climate adaptation strategies.
- Business resilience memo providing strategies to increase the resilience of individual businesses and economic districts.

Task 8.1 Assumption

- AECOM will develop an initial long list of up to 22 adaptation strategies; based on prioritization and stakeholder feedback, 12 strategies will be developed in detail.

TASK 8.2 STRATEGY ANALYSIS

LIDAC Analysis. Low-income and vulnerable communities are likely to bear the brunt of climate change impacts, as they are more likely to live in neighborhoods with fewer resources, work in jobs that place them on the frontline (e.g., as farmworkers or delivery workers), and have lower capacity to respond and recover. Thus, it is critical to review adaptation strategies to understand their potential impacts on low-income and disadvantaged communities, with a goal to amplifying benefits and opportunities while minimizing any negative impacts.

For each strategy, the AECOM team will consider how it can be designed to support greater adaptation capacity or hazard protections in vulnerable communities, such as through prioritizing implementation actions in LIDAC neighborhoods, increasing the inclusivity and accessibility of implementation tactics, and partnering with community-based organizations to host workshops and events in LIDAC areas. We will also consider how each strategy could potentially benefit low-income and disadvantaged community members, such as improvements to public health, creation of job opportunities, and other local economic or environmental outcomes.

Additionally, the AECOM team will track and note any potential negative impacts that may result from adaptation strategies, particularly those that disproportionately affect

LIDAC communities. For example, strategies that may lead to gentrification, displacement, or loss of income for disadvantaged communities should incorporate guardrails or tactics to mitigate these potential impacts. We will discuss actions to minimize or mitigate negative consequences of adaptation strategies, with particular attention to mitigating any impacts that affect affordability, income health, and quality of life for community members in a negative way. To the extent possible, we will incorporate input from community engagement and outreach efforts with disadvantaged communities to inform the assessment of potential challenges and solutions associated with adaptation measures.

In addition, the results from the LIDAC analysis will also inform the development of equity-focused performance metrics in Task 9 Outputs and Outcomes. This will enable El Paso to track over time how its adaptation strategies are contributing to health, safety, and other outcomes for its most vulnerable and low-income residents.

Funding Source Review. For each prioritized adaptation strategy, the AECOM team will outline investment strategies to support implementation. A range of resources will be identified, including state and federal grants, local revenue sources, conventional financing opportunities, and more innovative financing structures (e.g., environmental impact bonds, catastrophe bonds). For these funding and financing options, we will provide information on their compatibility with adaptation strategy types, as well as applicability of the funding sources to activities such as maintenance and operation expenses and capital projects. The range of sources identified will be presented as a matrix and will consider key criteria, such as: timing, political feasibility, administrative complexity, partnerships, revenue-generating potential, and social equity. This evaluation will result in a summary of the benefits, drawbacks, and overall considerations that should serve as a guide for pursuing funding and identifying financing pathways for prioritized adaptation strategies.

Authority to Implement. Similar to our approach to the GHG reduction measures, for each of the proposed adaptation strategies, the AECOM team will identify whether relevant local agencies already have existing statutory or regulatory authority to implement the measure. Building off our analysis of agency authorities in Tasks 4 and 5, AECOM will identify the responsible agency's level of authority to implement each measure. For measures where agencies lack existing authority, we will identify whether they can obtain authority for specific actions or would need to coordinate with other agencies.

Task 8.2 Deliverables

- LIDAC analysis memo on the likely impacts of each adaptation measure on low-income, vulnerable, and disadvantaged communities in the El Paso MSA, noting how strategies can be designed to amplify benefits while minimizing negative consequences.
- Matrix of funding and financing mechanisms that can support adaptation strategy implementation.
- Matrix summarizing adaptation strategies, implementing agencies, and their level of authority for measure implementation.

Task 8.2 Assumption

- AECOM will undertake this analysis for the 12 prioritized adaptation strategies only.

TASK 8.3. BENEFIT-COST ANALYSIS

Investing in adaptation can provide a range of financial, social, and environmental benefits. Conducting a full cost-benefit analysis on high-level actions or policies can be costly and ineffective given the number of high-level assumptions that are required and the lack of data and/or methods readily available for certain hazards. As such, for the 12 prioritized adaptation strategies, costs will be presented as bucketed ranges, from \$ to \$\$\$\$\$. For a subset of up to five actions and policies, selected based on their priority and data and methodology availability, capital and operating and maintenance costs will be estimated, and a monetized cost-benefit analysis will be conducted accounting for the project costs and benefits over the asset lifespan.

Benefit methodologies will vary depending on the adaptation strategy. For adaptation strategies that also include GHG emission reductions that have been estimated, the social cost of GHG can be applied to estimate the monetized benefits based on the most recent federal guidance. For other benefits outside those offered by emission reductions, such as avoided costs (e.g., structural damages, human health impacts, business interruption, traffic, and transit delays), project co-benefits (e.g., recreation enhancement, ecosystem benefits, water quality improvements), and equity considerations (e.g., impacts to low-income and disadvantaged communities), a tiered methodology will be developed. For the longer list, benefits will be noted qualitatively (e.g., ratepayer savings) or quantitatively but without monetization (e.g., number of disadvantaged communities positively impacted by the strategy). Standard methodologies, such as FEMA and USDOT guidance, will be applied as relevant.

AECOM will review the tiered methodological approach (i.e., which actions should be analyzed qualitatively v. quantitatively) in a meeting with the City to gather input on the various levels and information on benefits, impacts, and costs. In this meeting, the subset of adaptation

strategies to be further studied for a full cost-benefit will also be discussed and selected.

Task 8.3 Deliverables

- Methodology review meeting.
- Draft and final technical memo summarizing methodology and results.

Task 8.3 Assumptions

- All costs estimates will be ROM based on published data and benchmarks.
- Five strategies will be selected for the quantitative analysis in partnership with the client based on priorities and data availability.

TASK 9. OUTPUTS, OUTCOMES, AND PERFORMANCE METRICS

TASK 9.1. DEFINE METRICS

The AECOM team will develop performance metrics that will support the El Paso MSA in tracking long-term implementation of GHG reduction measures developed for the CCAP in Task 5 and the adaptation strategies developed in Task 8. We will hold a meeting with City staff to understand what metrics they already track, and what data they have access to. We will also consider outputs and outcomes stated in the CPRG workplan. The goal is to identify 1-3 metrics for each strategy or measure that capture meaningful progress and can be tracked by the region with a reasonable level of effort. Metrics will be specific, measurable, achievable, relevant, and time bound. In addition, metrics should aim to capture strategy implementation in vulnerable and low-income communities and be informed by the LIDAC analysis.

For example, for a cool roof incentive program, the City can track both the number of incentives given out to all residents and the number of incentives provided to income-qualified applicants. Other examples could include the number of green stormwater management projects implemented, number of heat resilience design features incorporated into transit stations, and reductions in flood events in areas previously exposed to flooding.

Task 9.1 Deliverable

- 1-3 performance metrics per prioritized GHG reduction measure and adaptation measure, including equity-specific metrics where relevant.

TASK 9.2. DASHBOARD DEVELOPMENT

After the identification and development of performance metrics related to each strategy/measure, AECOM will develop a user-friendly, web-based dashboard to report out those performance metrics. The dashboard will incorporate maps, text, and charts to help tell the narrative of where El Paso is today, where it needs to go, and

provide a platform to track progress. To tell this story the AECOM team will develop the dashboard utilizing Esri ArcGIS Online dynamic data visualization and storytelling tools such as StoryMap, Hub, Dashboard, and Experience Builder. The interactive dashboard will be developed directly on the City's ArcGIS Online platform so all data will be hosted and accessible to the City at project completion.

While it is typical for consultants to develop and deliver interactive dashboards to clients, AECOM understands that this dashboard is intended to be a project platform for City staff to update and track progress well beyond the delivery of this scope of work. AECOM will work with the City at the kickoff of the project to identify which tool or combination of Esri tools are most suitable in presenting the narrative. In addition to identifying the appropriate tools the AECOM team will work closely with City staff to hand off the dashboard, providing training and direction for staff to take on future updates as needed.

Task 9.2 Deliverables

- Interactive dashboard hosted on the City's ArcGIS Online platform.
- User guide providing instructions on updating performance metrics and monitoring and updating the dashboard in Word (draft and final).

Task 9.2 Assumptions

- City has an ArcGIS Online account with one or more of the following applications:
 - ArcGIS Dashboards
 - ArcGIS Experience Builder
 - ArcGIS StoryMaps
 - ArcGIS Hub
- City will provide AECOM an account login within their organization or provide AECOM Creator account access to their organization for the development and delivery of the interactive dashboard.

TASK 9.3 REPORTING TEMPLATE AND TRAINING

AECOM will develop an Excel-based reporting template for the City and regional partners to report community progress on City-led GHG reduction measures and adaptation strategies, as well as a user guide providing instructions on updating performance metrics and monitoring and updating the dashboard. We will conduct up to two, two-hour virtual sessions to train City staff on these tasks.

Task 9.3 Deliverables

- Reporting template in Excel (draft and final).

- Two two-hour virtual sessions to train City staff on updating performance metrics, monitoring, updating the dashboard, and reporting template.

Task 9.3 Assumptions

- The reporting template for PCAP and CCAP will adhere to EPA reporting requirements for the CPRG program.

TASK 10. FINAL CLIMATE ACTION PLAN

Building on deliverables from previous tasks, the AECOM team will develop a clear, concise CAP that summarizes the community engagement process and technical analysis conducted, and identifies the El Paso region's:

- Key GHG emissions sectors and priority GHG measures.
- Key climate vulnerabilities, corresponding solutions, and strategies to mitigate these risks, and findings from the benefit-cost analysis.
- Benefits for and involvement of low-income and disadvantaged communities in the planning process.
- Outputs, outcomes, and performance metrics.
- Implementation authority, funding sources, and critical next steps for implementation.

The plan will be written in an engaging style accessible to members of the public while still retaining its utility as a planning tool by the region. Where appropriate, technical information will be included in appendices. A draft plan will be provided to the City and other project stakeholders for comment and review. AECOM will then update the draft plan into the final CAP based on one consolidated set of comments. Once finalized, the plan will be translated into Spanish, and both English and Spanish versions will be graphically laid out in InDesign.

Task 10 Deliverables

- Preliminary draft CAP in English (Word).
- Final draft CAP in English (Word).
- Spanish translation of final draft CAP (Word).
- Graphically laid out final CAP in English and Spanish (PDF).

Task 10 Assumption

- City will resolve and consolidate City and stakeholder comments on all drafts and submit one set of comments.

ATTACHMENT "B"

CONSULTANT'S FEE PROPOSAL AND BEST AND FINAL OFFER (BAFO)



Purchasing & Strategic Sourcing Department

MAYOR

Oscar Leeser

ELECTRONIC SUBMITTAL

October 30, 2023

CITY COUNCIL**District 1**

Peter Svarzbein

District 2

Alexsandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

AECOM Technical Services, Inc.
Attn: Victor De la Garza
13355 Noel Road Ste. 400
Dallas, TX 75240

RE: Best and Final Offer – 2023-0670R Climate Action Plan

Dear Mr. De la Garza,

The City of El Paso has evaluated the proposal that your company submitted in response to RFP Number 2023-0670R Climate Action Plan. It is my pleasure to inform you that, after the evaluation of proposals, we have selected AECOM Technical Services, Inc., as one of the offerors to proceed to the “Best and Final Offers” phase of the contractor selection process.

Therefore, in accordance with Attribute 17 Evaluation and Award Process, Item #7 of the RFP, we invite you to submit a Best and Final Offer (“BAFO”) to the City of El Paso. Specific lists of requested items are shown on the following page. You must submit the BAFO to the City of El Paso by e-mail, on or before Wednesday, November 2, 2023 by 10:00 a.m. MDT to be considered for selection for the award of the contract.

This letter is only an invitation to participate further in the RFP process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract with your company, nor will the City of El Paso be obligated in any manner until the City Council takes formal action to award a contract. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost.

Sincerely,

K. Nicole Cote
Managing Director
Purchasing & Strategic Sourcing Department

cc: Community and Human Development Department
Bid File

(RNE:KNC)

K. Nicole Cote – Managing Director

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901
(915) 212-0043 | CoteKN@elpasotexas.gov



DELIVERING EXCEPTIONAL SERVICES



Purchasing & Strategic Sourcing Department

MAYOR
Oscar Leoser

October 25, 2023

Best and Final Offer – 2023-0670R Climate Action Plan
Page 2 of 2

CITY COUNCIL

District 1
Peter Svarzbein

District 2
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District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

**BEST AND FINAL OFFERS
FEE PROPOSAL**

1. The City of El Paso has budgeted has budgeted between \$1,000,000.00 to \$1,300,000.00 for these services. The offeror shall provide the city with a fully detailed summary used to develop the fixed proposal cost.
2. Please submit BAFO based upon above referenced considerations.

All associated costs shall be included in the total fixed price for conducting the services required in accordance to specifications within this request for proposal (consulting, data collection, analysis, review, research, copies, final results, travel costs and other expenses necessary for the completion of these services).

	Climate Action Plan Total Fixed Price
Year 1	\$ 391,617
Year 2	\$ 544,806
Year 3	\$ 130,999
Year 4	\$ 171,813
Total fixed cost for 4 Years	\$ 1,239,235

K. Nicole Cote – Managing Director
Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901
(915) 212-0043 | CoteKN@elpasotexas.gov



Labor Hours, Categories, and Billing Rates

	Director	Associate Director	Project Manager	Deputy Project Manager	Sr. Associate	Sr. Analyst / Planner	Mid Analyst / Planner	Jr. Analyst / Planner	Sr. Outreach	Mid Outreach	Jr. Outreach	GHG Inventory Lead	GHG Technician
Hourly Rates	\$ 300	\$ 246	\$ 267	\$ 128	\$ 185	\$ 162	\$ 141	\$ 123	\$ 200	\$ 151	\$ 105	\$ 85	\$ 63
Task 0. Project Management	6	56	72	220	5	3	74	-	-	-	-	-	-
Task 1. Equitable Strategies	-	21	8	18	78	-	1	-	-	5	20	-	-
Task 2. Public and Stakeholder Engagement	-	76	14	141	69	42	13	-	39	240	1,000	-	-
Task 3. Interagency and Intergovernmental Coordination	4	36	44	232	38	-	-	8	-	42	92	-	-
Task 4. Preliminary Climate Action Plan	-	34	10	82	6	70	280	215	-	-	-	47	170
Task 5. Comprehensive Climate Action Plan	24	40	10	27	-	84	208	276	-	-	-	352	908
Task 6. Status Report	4	18	8	72	2	17	40	130	-	-	-	30	80
Task 7. Vulnerability assessment	-	44	8	8	70	40	284	126	-	-	-	-	-
Task 8. Adaptation Strategies	-	353	8	10	97	22	561	46	-	-	-	-	-
Task 9. Tracking and Reporting	-	14	9	80	46	19	194	33	-	-	-	-	-
Task 10. CAP Development	2	36	10	140	60	24	230	100	-	-	-	-	-
Total	40	728	201	1,030	471	321	1,885	934	39	287	1,112	429	1,158

Labor Fee, ODCs, and Total by Task

	Labor	ODCs	Total
Task 0. Project Management	\$ 74,805	\$ -	\$ 74,805
Task 1. Equitable Strategies	\$ 27,032	\$ -	\$ 27,032
Task 2. Public and Stakeholder Engagement	\$ 210,924	\$ 40,500	\$ 251,424
Task 3. Interagency and Intergovernmental Coordination	\$ 75,516	\$ 8,250	\$ 83,766
Task 4. Preliminary Climate Action Plan	\$ 114,610	\$ 4,590	\$ 119,200
Task 5. Comprehensive Climate Action Plan	\$ 187,174	\$ 12,180	\$ 199,354
Task 6. Status Report	\$ 49,324	\$ -	\$ 49,324
Task 7. Vulnerability assessment	\$ 88,956	\$ -	\$ 88,956
Task 8. Adaptation Strategies	\$ 196,522	\$ -	\$ 196,522
Task 9. Tracking and Reporting	\$ 59,088	\$ -	\$ 59,088
Task 10. CAP Development	\$ 89,764	\$ -	\$ 89,764
Total	\$ 1,173,715	\$ 65,520	\$ 1,239,235

ODCs Summary

ICLEI ClearPath software license (4 yrs)	\$ 12,000
Community / stakeholder engagement materials	\$ 13,000
Social Pinpoint engagement platform license	\$ 5,000
Promotora outreach	\$ 10,000
Paid social media ads	\$ 5,000
Travel expenses	\$ 20,520
ODCs Sub Total	\$ 65,520

Labor Fees and ODCs by Task and by Firm

	AECOM	ICLEI	Barracuda	Quantum	ODCs	Total
Task 0. Project Management	\$ 74,805	\$ -	\$ -	\$ -	\$ -	\$ 74,805
Task 1. Equitable Strategies	\$ 24,177	\$ -	\$ 2,855	\$ -	\$ -	\$ 27,032
Task 2. Public and Stakeholder Engagement	\$ 61,884	\$ -	\$ 149,040	\$ -	\$ 40,500	\$ 251,424
Task 3. Interagency and Intergovernmental Coordination	\$ 59,514	\$ -	\$ 16,002	\$ -	\$ 8,250	\$ 83,766
Task 4. Preliminary Climate Action Plan	\$ 99,905	\$ 14,705	\$ -	\$ -	\$ 4,590	\$ 119,200
Task 5. Comprehensive Climate Action Plan	\$ 100,050	\$ 87,124	\$ -	\$ -	\$ 12,180	\$ 199,354
Task 6. Status Report	\$ 41,734	\$ 7,590	\$ -	\$ -	\$ -	\$ 49,324
Task 7. Vulnerability assessment	\$ 88,956	\$ -	\$ -	\$ -	\$ -	\$ 88,956
Task 8. Adaptation Strategies	\$ 151,504	\$ -	\$ -	\$ 45,018	\$ -	\$ 196,522
Task 9. Tracking and Reporting	\$ 59,088	\$ -	\$ -	\$ -	\$ -	\$ 59,088
Task 10. CAP Development	\$ 89,764	\$ -	\$ -	\$ -	\$ -	\$ 89,764
Total	\$ 851,381	\$ 109,419	\$ 167,897	\$ 45,018	\$ 65,520	\$ 1,239,235

**ATTACHMENT “C”
CONSULTANT’S BASIC SERVICES, LABOR HOURS, CATEGORIES, AND BILLING
RATES**

For the “**Climate Action 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 Community & Human Development Department Climate Pollution Reduction Grants (CPRG) Work Plan and Timeline, Milestone Guidelines, which are in effect at the time of this Agreement and are available in the City Community & Human Development Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

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 “D”
LABOR FEES and ODCs by TASK and BY FIRM**

For the as “**Climate Action Plan**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **ONE MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS (\$1,239,235.00)** 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. 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

Year 1	\$391,617.00
Year 2	\$544,806.00
Year 3	\$130,999.00
Year 4	\$171,813.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. 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).