



PLANNING AND SUSTAINABILITY • CITY OF NORTHAMPTON

planning • conservation • zoning • northampton GIS • historic • community preservation • central business architecture

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Request for Proposals

City of Northampton
through its Office of Planning and Sustainability

Sustainable Northampton Framework and

Climate Resiliency & Regeneration Plan

(Resiliency & Adaptation | Mitigation & Decarbonization)

Including

Municipal Vulnerability Program



- RFP released: Friday, December 29, 2017
- Deadline to request change terms of the contract & proposal: Jan. 15, 2018
- **Deadline for proposals: 10:00 AM Monday, January 22, 2018**
- Include fee and technical proposals in one consolidated submittal
- Include consultant qualifications (CVs, experience) as a separate appendix
- Submit proposals to: WFeiden@NorthamptonMA.gov
- No paper copy of the proposal is required
- Project budget **not to exceed \$100,000** inclusive of all costs
- Northampton's project and contract manager and primary contact for the RFP and the contract is Wayne Feiden, FAICP, Director of Planning & Sustainability. Questions to WFeiden@NorthamptonMA.gov
- Contract expected to be awarded by the end of January



Project Summary

The City of Northampton, Massachusetts is seeking a consultant to assist the City in planning for a sustainable and resilient future, and especially to ensure that we are **planning for horizontal infrastructure that is climate-resilient ready**. As such, this bid is **exempt** from Uniform Procurement Act in accordance with M.G.L. c. 30B, section (b)(32A) contracts with architects, engineers and related professionals and, as a horizontal (not vertical) planning and design project is not subject to Designer Selection M.G.L. c.7C.

The project includes four interrelated aspects

1. Municipal Vulnerability Program for Northampton
2. Technical writing and graphics to reorganize the existing ***Sustainable Northampton Comprehensive Plan*** using the STAR Communities framework.
3. Creation of a ***Northampton Climate Resiliency & Regeneration Plan*** as a new chapter in ***Sustainable Northampton***
4. Infographics and on-line dashboard or other graphic representations of the above documents to engage the community

We have budgeted \$100,000 for this effort, but we are awarding the contract based on a fixed fee:

Municipal Vulnerability Program:	\$20,000 (MVP must be complete by June 2018.)
Climate Resiliency and Regeneration Plan:	\$70,000
Sustainable Northampton framework:	\$10,000

Proposals shall include (in electronic form). There is no submittal form.

1. Project understanding
2. Fee proposal
3. Consultant Scope of Services (addressing all items in this RFP)
4. Project time schedule
5. Consultant qualifications

Project Background

1. **Climate Resiliency, Adaptation and Municipal Vulnerability:** Northampton has worked on addressing climate resiliency, adaptation, and vulnerabilities for many years. We do not, however, have a comprehensive framework and understanding. Recent past actions include:
 - a. *City of Northampton Multi-Hazard Mitigation Plan (PVPC, 2015)* specifically considered climate change.
 - b. *Climate Adaptation & Mitigation (AIA Communities by Design, 2015)*
 - c. *Planning for the Public Health Impacts of Climate Change in Northampton, Massachusetts (Human Impact Partners, 2016)*
 - d. *Northampton Resiliency Strategy Analysis (Rivermoor Systems, 2014)*
 - e. *Stormwater and Flood Control System Assessment and Utility Plan (CDM, 2012)*
 - f. **Sample City actions:**
 - New subdivision street trees must have a current range as far south as the mid-Atlantic.
 - Zoning bans new home sites in the 500 year floodplain, a surrogate for climate change
 - The Northampton stormwater utility funds stormwater and flood control maintenance, capital, and upgrades.
 - New projects often include some green infrastructure elements (e.g., rain gardens)
 - Stormwater Ordinance, zoning, and subdivision regulations all have strict stormwater standards.
 - An aggressive tree planting program and attention to tree canopies and urban heat islands.

2. **Climate Regeneration, Mitigation, and Decarbonization:** As with adaptation, Northampton has aggressively been moving forward on mitigation, but without a comprehensive framework.
 - a. **Greenhouse Gas (GHG) Emission Inventory:** The city has completed two rough GHG inventories, first with ICLEI assistance a decade ago and more recently (2017) with a climate fellow. Both provide useful data points but the lack of data makes them extremely limited.
 - b. **Global Covenant of Mayors:** Our Mayor joined the Global Covenant of Mayors and our City Councils plans to adopt a 100% renewable energy resolution. Our working goals are 80% reduction in both GHG emissions and carbon use by 2050 and 100% reduction at some later date, but we have not yet completely developed these goals or brought them into our comprehensive plan.
 - c. **City and community mitigation actions:**
 - Reduce municipal energy use, aiming to reach at least 20%, and encouraging community-wide energy reduction.
 - Provide staff (energy officer) and board (energy and sustainability commission) focus on reducing carbon-based energy consumption and increasing renewable energy production.
 - Reduce waste and increase recycling, with a part time solid waste coordinator and a ban on commercial use of thin-film single use plastic bags.
 - Promote a walkable and bicycle-friendly city through land use and transportation changes (e.g., doubling allowable density within walking distance of downtown, comprehensive rail trail and bicycle lane networks, expanded sidewalks and complete streets, bicycle share, park & ride lots, transit facilities, electric car charging stations)
 - Encourage conservation (e.g., requiring all new buildings above thresholds to incorporate solar ready roofs, zoning incentives for energy efficiencies, liberalized PV

standards and PV incentives, and programs to encourage solar PV, solar and renewable thermal, and energy conservation.

3. ***STAR Communities Rating System (Sustainability Tools for Assessing and Rating):*** Northampton was one of the original pilot communities for the STAR Communities program (a Green Building Council affiliate) to provide us with a third party assessment and promote a unified framework. Northampton was the first community to receive a five-star rating and remains one of only four communities nationwide to receive that score. The assessment helps us identify where we still need to grow our sustainability efforts.
4. ***Sustainable Northampton Comprehensive Plan (2008):*** The plan helped Northampton build a community narrative and conversation around sustainability. It also helped us advance the consensus necessary for variety of actions we have already accomplished, including using the STAR Communities framework. The plan is ten years old and in late 2018, **after** the completion of the work that is the subject of this RFP, we will engage the community to revise the plan.

Scope of Services

1. **Municipal Vulnerability Program (MVP)** for Northampton: Complete a climate change and natural hazard vulnerability assessment and develop a priority action plan for addressing priority hazards using the Community Resilience Building (CRB) workshop guide and led by a state-certified MVP provider. This should include:
 - a. Build on the existing **Multi-Hazard Plan** and **Stormwater and Flood Control System Assessment**
 - b. Presenting and visualizing downscaled versions of state-wide climate change predictions.
 - c. In addition to other existing state data, plot rainfall data (Amherst College has very long rainfall records) and streamflow data to provide visuals that may document some more recent climate change.
 - d. Include vulnerability assessments of:
 - People, especially low and moderate income populations with fewer options
 - Public infrastructure
 - Private property
2. ***Sustainable Northampton Comprehensive Plan:*** Reorganize the existing plan using the STAR Communities framework. This is **not** a comprehensive planning process but is reorganizing the plan to allow the future comprehensive planning process to go faster and more smoothly following the work that is the subject of this RFP. The resulting document will not be considered the comprehensive but will be edited and grow into the plan once that separate project moves forward.
 - a. Re-organize the sections using the STAR Communities 2.0 framework and organizational structure (goals and objectives).
 - b. Leave any section or subsection blank that in the framework that is not covered in the current plan to illustrate the work that must be done with the next plan update.
 - c. Drop all of the existing performance metrics.
 - d. Insert into the plan the STAR Communities metrics, using the findings from the City's current STAR certification.
 - e. Make the methodology clear for the STAR metrics since this section will be updated in 2019 after the city recertifies under STAR Communities.

- f. Import *Walk/Bike Northampton, Pedestrian & Bicycle Comprehensive Plan* into the appropriate section of *Sustainable Northampton*. Walk/Bike was written so that one chapter should drop into the plan and the remainder would become an appendix, but it will still require some editing to make it work.
3. ***Northampton Climate Resiliency & Regeneration Plan:*** Work with Planning & Sustainability staff, other city staff, and an extensive community outreach program, including at least three public forums and three targeted stakeholder group forums, to create a new plan, written as appropriate chapters in *Sustainable Northampton*. At a minimum, plan shall:
 - a. Incorporate a strong public engagement process, with special attention to traditionally under-represented populations, past city plans, and city staff and boards.
 - b. Provide a strong focus on public infrastructure broadly defined (e.g., storm sewers, green infrastructure, flood control, heating and cooling shelters, microgrids).
 - We do not expect, however, the kind of analysis that we will expect from more detailed engineering analysis of stormwater systems, flood control systems, etc.
 - Include recommendations on design storms for new public and private infrastructure that should be designed for the life of that infrastructure.
 - Include recommendations for flood modeling for small streams and other flashy systems that are not covered in FEMA floodplain mapping or modeling.
 - Include recommendations for the portions of downtown that are only out of the floodplain by virtue of the flood control dikes and the Historic Mill River pumps.
 - Include recommendations for a Capital Improvements Program resiliency scoring of new infrastructure.
 - c. Provide a strong focus on social resiliency and the effects on and needs of low and moderate income residents.
 - d. Create a clear framework for climate resiliency (adaptation) to be incorporated in all city policies, actions, regulations, and positions. Include, at a minimum, consideration of:
 - Health
 - Environmental, including invasives
 - Drought
 - Flooding
 - Stormwater
 - Urban habitat
 - Energy grid
 - Agriculture
 - Food security
 - Waste
 - e. Create a clear framework or climate regeneration (mitigation) to be incorporated in all city policies, actions, regulations, and positions, by promoting energy efficiency and greenhouse gas reduction strategies; protecting and adapting public infrastructure, services, natural systems and resources from climate change impacts; At a minimum:
 - Update the community wide GHG emission inventory created by the city in 2017 to add additional data and make the inventory useful for policy formation.
 - Develop a GHG and Carbon Reduction plan that includes a wedge diagram showing current GHG emissions/carbon use, recent trends, and a path to 80% reduction and

100% reduction, and an analysis of all the kinds of steps (in detail for short term and more conceptually for long term) necessary to achieve the city’s goals.

- Identify gaps in our resiliency strategy (e.g., we are finding that dumped tires, because they are partially insulated, have become a breeding ground for Aedes mosquitoes that can carry Zika and Dengue Fever, north of their normal range, but tire cleanup was never part of our resiliency strategy in the past).
- Articulate clear highly aggressive but achievable GHG/carbon reduction strategies consistent with the Paris Climate Agreement, for example 80% reduction by 2050 and 100% reduction by (to be determined during the process).
- Add consideration of reduction of GHG emission/carbon aspects from community consumption, not only direct energy use.
- Meet the Climate Action Plan commitments of the Global Compact of Mayors.
- Include, at a minimum, discussion of city operations, transportation, thermal energy, electricity, renewable energy supplies, and community choice aggregation.
- Incorporate GHG emissions/carbon use wedge diagram, infographics and on-line dashboard or other graphic representations of the above to engage the community
- Identify co-benefits of resiliency and regeneration actions.

Project Schedule

Project Task	Completed, approved, & invoiced by:
Municipal Vulnerability Program	June 15, 2018
Sustainable Northampton Comprehensive Plan organization	September 15, 2018
Climate Resiliency and Regeneration Plan	December 30, 2018

Consultant Qualifications

Proposals shall include information supporting the Consultant’s expertise for this effort. At a minimum include:

1. Commonwealth’s Municipal Vulnerability Program MVP provider Certification
2. Evidence of relevant past projects and expertise in:
 - a. **Municipal** climate adaptation and mitigation efforts
 - b. All areas of the scope of services.
3. A list of the consultant team and the qualifications of any individual who will be leading or coordinating any meetings or calls in or to Northampton and managing the project. (The lead project personnel may not be changed without our written permission.)

Fine Print

The city reserves the right to reject any and all proposals and to provisionally designate the successful bidder pending agreement of final contract terms.

The contract agreement will be in the form of the attached customary city contract, including requirements for indemnification of the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., during the period of this contract (attached below). This Request for Proposals, the successful bidder’s proposal, and any other terms mutually agreed upon will be incorporated into the contract.

City of Northampton, Massachusetts

Contract for Consultant Services

**Sustainable Northampton Framework,
Climate Resiliency & Regeneration Plan (Resiliency & Adaptation | Mitigation & Decarbonization)
Including Municipal Vulnerability Program**

THIS AGREEMENT, executed this _____ day of January 2018 by and between **(Vendor name), (vendor address _____)** hereinafter called "Vendor" and the City of Northampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, party of the second part hereinafter called "Owner".

WITNESSETH, that for the consideration hereinafter mentioned, the Owner and the Vendor shall agree to the terms and conditions contained in this contract, enumerated as follows:

1. This Owner-Vendor Agreement
2. The ***Sustainable Northampton Framework, Climate Resiliency & Regeneration Plan (Resiliency & Adaptation | Mitigation & Decarbonization), Including Municipal Vulnerability Program Request for Proposals*** (attached as Exhibit A)
3. The successful Vendor's proposal.

THE OWNER shall pay the Vendor for the performance of this contract in the sum of **(dollar amount)** dollars in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and all the departments signing this signing this contract.

The Vendor shall not delegate, assign or transfer any of its duties delineated in the scope of services without prior written consent from the CITY.

In the event the Vendor is a corporation a certificate that the person executing this contract is duly authorized to sign, must accompany this contract.

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. Obligations for payments beyond the current fiscal year are subject to appropriation and this Contract shall be canceled in the event of non-appropriation.

Final payment on this contract shall release and discharge the Owner from any and all claims against the Owner on account of any work performed hereunder, or any alteration hereto.

The Vendor shall indemnify and hold harmless, the CITY and all of its officers, agents, and employees against all suits, claims or liabilities of every nature, arising out of, or in consequence of, the acts or omissions of the Vendor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Vendor's own cost and expense, defend any and all such suits and actions.

All documents produced shall be owned by the City of Northampton and may be used without copyright or any other restriction. The Vendor may also use such documents for their own purpose without restriction.

All work products and the final product shall be provided to the City in (1) Paper format, (2) Electronic PDF,

and (3) Electronic files of all products in whatever native software format they were created in.

By signing this contract the Vendor agrees to subject any dispute to mediation, at the option of the City, prior to filing suit in any forum.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the Owner.

The provisions of this contract are severable. If any provision of this contract shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect any other provisions of this contract.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

The Contractor certifies that a) neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, or b) that if it or any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, the Contractor has provided copies of any such judgment, citation, determination or order to the City prior to the date of the Contract and has procured a wage bond or insurance. The Contractor certifies that while the Contract is in effect, it will report any instance of the above to the City within five (5) days of Contractor's receipt.

Check one: The vendor does not have a Northampton office.

IN WITNESS WHEREOF the Owner caused these presents to be signed in quadruplicate and approved by David Narkewicz its Mayor and the said Vendor has caused these presents to be signed in quadruplicate and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

Vendor: _____ (vendor)

_____ it's

Authorized Signatory

(title)

(date)

Please attach one W-9 to this contract when you return it to the City.

Certificate by Corporation to Sign Contract

I, _____ Secretary of _____, hereby certify that at a duly authorized meeting of the Board of Directors of the _____ held on _____ at which all the Directors were present or waived notice, it was voted that, _____ (name), _____ (title) be and he hereby is authorized to execute contracts and bonds in the name and behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company,

A TRUE COPY, ATTEST: _____ (secretary)

Place of Business _____

Date of this Contract January, 2018

CITY OF NORTHAMPTON:

Wayne Feiden, FAICP, Director of Planning & Sustainability Date

Joyce Karpinski, City Auditor, as to appropriation Date

Joe Cook, Chief Procurement Officer, as to procurement and to form Date

David J. Narkewicz, Mayor Date