



CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 25th day of April, 2024 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and TischlerBise, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Development Impact Fee Update & Study RFP-5387-24-KH.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a) The body of this contract agreement
b) Negotiated Not to Exceed Cost
c) Solicitation Documents for the Project; Development Impact Fee Update & Study;
d) Firms Response to the Solicitation
e) Services Change Requests (directing that changed Services be performed);
f) Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's negotiated project schedule.

## ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the not to exceed cost of **One Hundred Forty-Nine Thousand, Eight Hundred Ten and 00/100 Dollars (\$149,810.00)**. **The rate amounts are as stated in the Firm's original submitted Fee Proposal.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

## ARTICLE 6

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

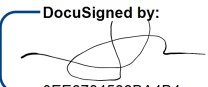
Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

**City of Grand Junction, Colorado**

By:  \_\_\_\_\_ 4/26/2024  
Kassy Hackett, Buyer Date

**TischlerBise, Inc.**

By:  \_\_\_\_\_ 4/25/2024  
Carson Bise Date  
President

## Section 7.0. Solicitation Response Form

### RFP-5387-24-KH "Development Impact Fee Update & Study"

*Offeror must submit the entire Form completed, dated, and signed.*

Total cost to provide services as described:

\$ 149,810

WRITTEN: One hundred forty nine thousand eight hundred and ten dollars.

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

- Prompt payment discount of 0% percent of the net dollar will be offered, to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

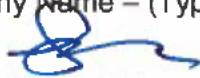
**State number of Addenda received:** N/A

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

Tischler Bus, Inc  
Company Name – (Typed or Printed)

President  
Authorized Agent, Title – (Typed or Printed)

  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

4701 Sangamore Rd S 240  
Address of Offeror

carson@tischlerbus.com  
E-mail Address of Agent

Bethesda, MD 20816  
City, State, and Zip Code

4/17/24  
Date



## LETTER OF INTENT

Date: April 12, 2024  
Company: TischlerBise, Inc.  
Project: Development Impact Fee Update & Study RFP-5387-24-KH

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Based upon review of the proposals received, and interviews held, for Development Impact Fee Update & Study RFP-5387-24-KH, your firm has been selected as the preferred proposer.

It has been determined that next step negotiations must be made in order to move forward to a possible contract award for this project. Upon successful negotiations, it is the intent of the City of Grand Junction to award the aforementioned project to your firm as is listed in the RFP documents, your proposal response, and negotiated terms.

Specifically, an updated not to exceed cost to get meet our \$150,000 budget while keeping the scope the same.

If negotiations are successful, the award for the project must be approved by City Manager prior to an official award and contract issued.

The evaluation committee looks forward to your response.

Feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards,

A handwritten signature in black ink that reads "K Hackett". The signature is stylized and cursive.

Kassy Hackett, Buyer



## Request for Proposal

RFP-5387-24-KH

Development Impact Fee Update & Study

### **RESPONSES DUE:**

March 14, 2024, before 2:00 p.m. (Mountain Time)

**Accepting Electronic Responses Only**

**Submitted Through the**

**Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror MUST contact RMEPS to resolve the issue before the response deadline 800-835-4603)

**NOTE: All City solicitation openings will be held virtually, information is in Section 1.9.**

### **Purchasing Agent:**

Kassy Hackett, Buyer

[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

970-244-1546

# **REQUEST FOR PROPOSAL**

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# REQUEST FOR PROPOSAL

## Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. **Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:

Kassy Hackett  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.4. **Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified professional Firms capable to provide a Development Impact Fee Update and Study. Services shall be provided under the terms and conditions provided in this RFP.
- 1.5. **Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **February 26, 2024, at 2:00 p.m.** via Microsoft Teams Meeting. The purpose of this visit will be to clarify the contents of this RFP. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify the RFP.*

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 240 218 356 29

Passcode: E9jtyb

[Download Teams](#) | [Join on the web](#)



[Learn More](#) | [Meeting options](#)

- 1.6. **The Owner:** The City is the “Owner” which will act by and through its authorized representative(s); “Owner” or “City” may be used interchangeably throughout this Solicitation.
- 1.7. **Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.8. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/553889941>

You can also dial in using your phone.

Access Code: 553-889-941

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID: 553-889-941

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 553889941@67.217.95.2 or 67.217.95.2##553889941

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.10. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. **Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.

- 1.12. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm.”
- 1.14. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.15. Exceptions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror’s risk.
- 1.16. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the Contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.17. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.
- 1.18. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed schedule.
  - Have a satisfactory record of performance of projects of similar scope and size.

- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

**1.19. Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.20. Public Opening:** Proposal(s) shall be opened publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the proposing Offeror(s) will be disclosed.

## Section 2.0: General Contract Terms and Conditions

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.

**2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is(are) ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm, of the value of Service(s) performed per the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.9. Protection of Persons and Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.10. Correction of Services:** The Firm shall promptly correct all Services found by the Owner failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of the condition. All such non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of,

or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.

- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.15. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.18. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement ("Contract") equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with amendment.
- 2.19. Project Manager:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.21. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

- 2.22. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.22.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.22.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
  - 2.22.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.23. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.24. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.25. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due notice, may procure Services from other sources and hold the Firm responsible for all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.26. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.
- 2.27. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.28. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any claimed or actual injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with

costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

- 2.29. Independent Firm:** The Firm shall be legally considered an independent of the Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.30. Ownership:** All documents, plans, concepts, and work prepared under the Contact, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of a patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.33. Governing Law and Venue:** Any Contract or other agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in the State Court of Mesa County.
- 2.34. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.



- 2.37. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.38. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.40. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.41. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing offices or use its purchasing cards for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggyback" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.43.2.** "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Consultant, Firm, or its authorized representative(s).

- 2.43.3. "Key Personnel" designate the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
  - 2.43.4. "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
  - 2.43.5. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
  - 2.43.6. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
  - 2.43.7. "Subcontractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.
- 2.44. **Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

### **Section 3.0: Insurance Requirements**

- 3.1. **Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm according to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.
- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest provision.

- (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate Concerning each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

- 3.1.1. Additional Insured Endorsement:** The policies required by paragraphs (b), (c) and (d) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

## Section 4.0: Specifications/Scope of Services

- 4.1. General:** The City of Grand Junction, Colorado (City) is seeking proposals from qualified Proposers to update existing development impact fees (police, fire, transportation, general facilities, parks) and create a new study in contemplation of adding fees for affordable housing and open space/park land. The City is the most populous municipality in Western Colorado and is the county seat of Mesa County, Colorado. It is located midway between Denver and Salt Lake City and serves as a major commercial and transportation hub. The City has an estimated population of over 68,000 with a total area of 39.64 square miles. The population density is over 1,650 people per square mile. The 2020 census reflected a growth of almost 12% over the previous census,

current growth rates hover around 1.8% while the State Demographer currently projects a 1.2% annual growth rate over the next ten years.

In 2000, City Council adopted Resolution 26-00 establishing development fees which included a Parks Impact Fee and Open Space Fee or dedication. Four years later, in 2004, the City adopted transportation impact fees. Those fees, and the collection process, have been codified in the City's Zoning and Development Code.

In 2018, the Grand Valley MPO contracted with Duncan & Associates to update the nexus study for regional transportation fees. In 2019, the City contracted with Tischler Bise to update Parks fees and create a new nexus study for police, fire and general facilities. In 2019, the City adopted [Ordinance No. 4878](#), which updated the existing development impact fees for transportation and parks and adopted new fees for police and fire service.

The City updated its [Comprehensive Plan](#) in 2020. The Comprehensive Plan calls for nodal growth and provides certain Goals, Policies and assumptions for development of the City. Following the update of the Comprehensive Plan, the City also adopted a [Pedestrian & Bicycle Plan](#), updated the [Transportation & Engineering Design Standards \(TEDS\)](#) manual, and revised the [Zoning & Development Code](#) in 2023.

## 4.2. Special Conditions & Provisions:

**4.2.1. Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **February 26, 2024, at 2:00 p.m.** via Microsoft Teams Meeting. The purpose of this visit will be to clarify the contents of this RFP. *Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum will modify the RFP.*

### Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 240 218 356 29

Passcode: E9jtyb

[Download Teams](#) | [Join on the web](#)



[Learn More](#) | [Meeting options](#)

**4.2.2. Fee Proposal:** Pricing for the services shall be all-inclusive, including, but not limited to: labor, materials, equipment, travel, design, drawings, work, shipping/freight, licenses, permits, fees, and any related costs. etc.

Provide a lump sum cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown. **Firm shall provide Fee Proposal electronically with their bid submission as a separate electronic file titled "Fee Proposal."**

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorneys fees, liquidated damages, *etc.*

All fees and pricing will be subject to negotiation by the Owner.

**4.2.3. Laws, Codes, Rules, and Regulations:** The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

**4.2.4. Project Schedule:** The Offeror shall include standard delivery time for day-to-day testing results, delineating calendar timelines for services.

**4.2.5. Contract:** A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**4.2.6. Project Manager/Administrator:** The Project Manager, representing the Owner, will promptly make decisions regarding services proposed or performed by the Firm. The Project Manager is responsible for approving and accepting all services within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to

Tamra Allen, Community Development Director  
[tamraa@gjcity.org](mailto:tamraa@gjcity.org)

**4.2.7. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract will be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)  
(970) 244-1545

**4.3. Scope of Services:** The City is soliciting proposals for the analysis and development of a comprehensive impact fee program to address costs for capital facilities created by new development. The City is interested in conducting a nexus study for impact fees for the following capital programs and reviewing existing ordinance and practices to evaluate calculation, adoption and collection of fees in light of best practices. If a maximum support fee can be created so that it is stratified by housing size resulting in a fee schedule where smaller units have lesser fees and larger units greater fees, this should be applied to all fees (as listed in 4.3.1) for which this methodology is defensible.

#### **4.3.1. Scope of Fees.**

- A. **Park Improvement and Parkland/Open Space:** The parks impact fee study was updated in 2019 and the fee adopted in 2020 at 75% of the maximum supportable fee. The study was limited to the impact of new development on the expansion of park facilities and did not include costs for parkland/open space acquisition. The City has long required developers to dedicate either 10% of their property or pay a fee in lieu equivalent to 10% of the appraised value of the developing property. The city desires to create one fee that includes both the capital improvement as well as the land acquisition costs for parkland/open space.
- B. **Police:** This fee study was completed in 2019 and a fee adopted. The City desires to update the study and to consider applying fees for different land use types, if defensible.
- C. **Fire:** This fee study was completed in 2019 and a fee adopted. The City desires to update the study. The update should consider Emergency Medical Services (EMS) the city provides both inside and outside city limits.
- D. **Municipal Facilities:** This fee study was completed in 2019. The fee was not adopted. The City desires to update the study.
- E. **Transportation:** This fee study was updated in 2019 and a fee adopted at 75% of the maximum supportable fee. The city desires to revise this fee by modifying the methodology used in calculating this fee. With the 2023 updates to the city's Transportation and Engineering Design Standards it is important that the nexus study for this fee be updated to accurately reflect the cost of infrastructure and construction. The City's approach to transportation impact fees has only addressed vehicle-centric improvements and capacity expansion for vehicles. The City would like to explore shifting to a broader "mobility" fee to address capacity needs for multi-modal users as well as automobile users. Similarly, the city would like to consider including the cost of the City's Active Transportation Corridors in the system capacity improvements. The Offeror will be asked to prepare information for staff and City Council to determine the preferred approach and associated methodology prior to completing the study for this fee. Should there be cost differential between these different approaches, Offeror shall indicate these in the proposal. The total costs, as required to be provided in the response (Solicitation Response Form - Section 7.0), should include the work

needed to be completed to prepare the least expensive of these approaches with the other alternatives provided as add-on options.

F. **Affordable Housing:** The City has not previously studied fees related to affordable housing. The city desires to have a study completed to create an affordable housing linkage fee.

**4.3.2. Process Expectations:** The selected Offeror will conduct approximately three (3) workshops with City Council to review purpose and methodology and present fee schedule(s). Offeror shall also assist in conducting an estimated three (3) to five (5) informational meetings with development industry, city boards/commissions and other interested public. The Offeror shall provide if these sessions will occur in-person or virtually.

It is anticipated the fees will be considered for adoption no later than December 2, 2024.

**4.3.3. Deliverables:** The selected Offeror will provide consideration and recommendations regarding:

- Legal framework for impact fees and Description of the overall methodology
- Fee study results
- Supporting justification
- Calculations & formulas that demonstrate the legal nexus between recommended fees and the impact created by new development.
- A strategy to implement the updated/new Impact Fee Structure

**4.4. RFP Tentative Time Schedule:**

- |  |                                |
|--|--------------------------------|
| • Request for Proposal available                 | February 13, 2024              |
| • Non-Mandatory Pre-Proposal Meeting             | February 26, 2024 at 2:00 p.m. |
| • Inquiry deadline, no questions after this date | March 5, 2024                  |
| • Final Addendum Posted                          | March 7, 2024                  |
| • Submittal deadline for proposals               | March 14, 2024                 |
| • Owner evaluation of proposals                  | March 14-28, 2024              |
| • Interviews, <i>if required</i>                 | April 4-5, 2024                |
| • Final Selection                                | April 8, 2024                  |
| • Contract execution                             | April 15, 2024                 |
| • Services begin no later than                   | April 22, 2024                 |
| • Final Study Results                            | September 30, 2024             |

**4.5. Questions Regarding Scope of Services:**

Kassy Hackett, Purchasing Agent  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)



## Section 5.0: Preparation and Submittal of Proposals

**Submission:** Each proposal shall be submitted in electronic format only, and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jection>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate interest in this Project, show specific experience, and address the capability to perform the Scope of Services in the Project Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted from **A** to **G**:

### Proposals are requested to not exceed 20 pages.

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name, address, phone number, and email of the person designated as the Firm’s contact. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offeror(s) must present qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City of Grand Junction. This should encompass a strong track record in handling projects of a similar nature.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be met. Additionally, include a **time schedule** for completion of the Proposer’s implementation and an estimate of time commitments from the Owner personnel.
- D. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm’s experience in projects of similar scope and size. **Include a**

**summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, *etc.*

- E. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response form with the proposal.
- F. Fee/Pricing Proposal:** Provide your fee proposal, as stated in Section 4.2.2 Fee Proposal, using the Solicitation Response Form found in Section 7.
- G. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

## Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
- H. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

### ***Evaluation Criteria and Weighted Values shall be worth ninety (90) %***

- **Responsiveness of Submittal to the RFP ten (10) %**  
The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.
- **Understanding of the Project and Objectives twenty-five (25) %**  
The Offeror's ability to demonstrate a thorough understanding of the City's goals for this specific Project.
- **Experience thirty (30) %**  
Offeror's proven proficiency in the successful completion of similar projects. Offeror's ability to demonstrate appropriate skill levels, certifications, and all other skill sets necessary to provide Services.
- **Strategy & Implementation twenty-five (25) %**  
Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.

### ***The following Criteria shall be worth ten (10) %***

- **Fees ten (10) %**  
All fees associated with the Services are provided and are complete and comprehensive.

- 6.3. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.

- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
  - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.4. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.
- 6.5. Interview(s) and Tour(s):** The Owner retains the right to extend an invitation to the highest-rated Offeror(s) for in-person interview(s). Offeror(s) may be requested to deliver a presentation and facilitate a facility tour if deemed necessary for a comprehensive evaluation.
- 6.6. Award:** Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Firm.

## Section 7.0. Solicitation Response Form

### RFP-5387-24-KH “Development Impact Fee Update & Study”

*Offeror must submit the entire Form completed, dated, and signed.*

**Total cost to provide services as described:** \$ \_\_\_\_\_

**WRITTEN:** \_\_\_\_\_ **dollars.**

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*The City reserves the right to accept any portion of the services to be performed at its discretion.*

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The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered, to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** \_\_\_\_\_

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent, Title – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



**PROPOSAL FOR A  
DEVELOPMENT IMPACT  
FEE UPDATE AND STUDY  
RFP-5387-24-KH**

*Prepared for  
City of Grand Junction, Colorado  
March 24, 2024*

## Section A: Cover Letter

March 14, 2024

Ms. Kassy Hackett, Buyer  
City of Grand Junction  
910 Main Street  
Grand Junction, CO 81501

Ms. Hackett:

TischlerBise is pleased to submit the enclosed proposal to prepare a Development Impact Fee Study and Update. There are several points we would like to note that make our firm's qualifications unique:

- **No other firm has the depth of experience that TischlerBise brings to this assignment.** The City will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 1,000 impact fee studies across the country – more than any other firm.** More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- **National Thought Leaders.** All three Project Team members for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies, fiscal/economic sustainability, and growth management.
- **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation.
- **Colorado Experience.** TischlerBise has recently completed, or is conducting, similar assignments in the following Colorado communities: Adams County, Arapahoe County, Aspen, Boulder, Colorado Springs, Dacono, Durango, Erie, Evans, Firestone, Fort Collins, Fruita, Garfield County, Grand Junction, Lafayette, Larimer County, Lone Tree, Longmont, Louisville, Loveland, Mead, Parker, Severance, Thornton, and Vail.

We look forward to the possibility of working with the City of Grand Junction. As President of the firm, I have the authority to contractually bind the firm.

Sincerely



L. Carson Bise II, AICP, President  
TischlerBise, Inc.  
4701 Sangamore Road, Suite S240  
Bethesda, MD 20816  
Phone: 301-320-6900  
E-mail: carson@tischlerbise.com



## Section B: Qualifications, Experience and Credentials

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. The firm's legal addresses are:

### Principal Office

L. Carson Bise, AICP, President  
4701 Sangamore Rd, Suite 240  
Bethesda, MD 20816  
301.320.6900 x12 (w) | 301.320.4860 (f)  
carson@tischlerbise.com

### Idaho Office

Colin McAweeney, Sr. Analyst  
999 West Main Street  
Boise, ID 83702  
202.642.8248  
colin@tischlerbise.com

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, user fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies** – more than any other firm.

### Innovation

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating “progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer's formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

### TischlerBise Colorado Experience

We believe our **previous experience preparing impact fees in the State of Colorado** makes us a prime candidate for this assignment. This experience makes us intimately familiar with local government revenue structures and the planning/growth management issues facing front range communities. The following table summarizes TischlerBise's vast impact fee experience in the State of Colorado.



CLIENT	Housing Mitigation	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Adams County		◆									
Arapahoe County		◆									
Aspen	◆										
Berthoud Fire District							◆				
Boulder		◆				◆	◆	◆	◆	◆	◆
Castle Rock		◆			◆	◆	◆	◆	◆		◆
Colorado Springs		◆									
Dacono		◆				◆		◆			◆
Durango	◆	◆									
Eaton			◆	◆		◆		◆	◆		◆
Erie		◆				◆		◆	◆		◆
Evans		◆									
Fort Collins		◆									
Fruita								◆	◆		
Garfield County		◆									
Grand Junction						◆	◆	◆			
Greeley		◆	◆				◆	◆			
Lafayette						◆	◆	◆			◆
Lake Dillon Fire District							◆				
Larimer County		◆									
Lone Tree		◆				◆		◆	◆		◆
Longmont		◆					◆				◆
Louisville		◆				◆		◆	◆	◆	◆
Loveland						◆		◆	◆	◆	◆
Mead		◆				◆		◆			◆
Montezuma County		◆									
Parker		◆				◆		◆			◆
Pitkin County		◆									
Pueblo		◆									
Thornton		◆				◆	◆	◆	◆		◆
Vail		◆									



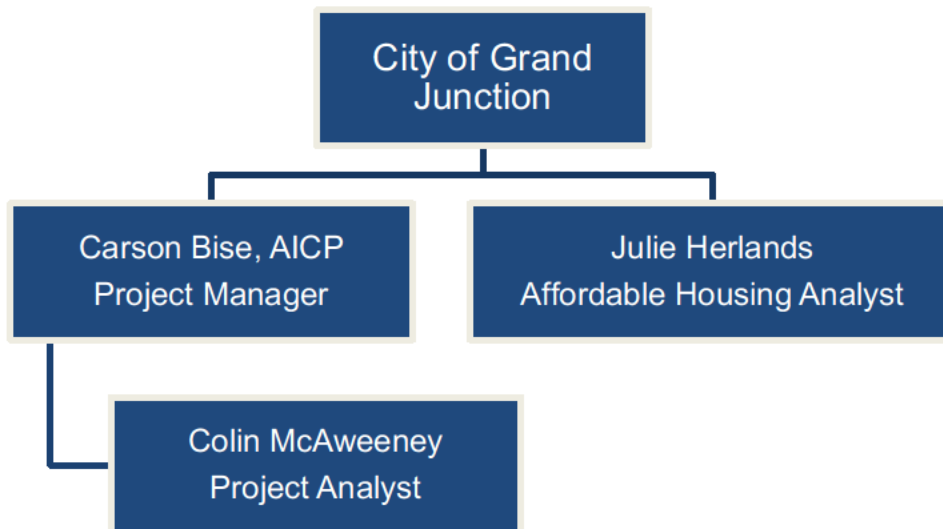
## Public Engagement Experience

We realize a key element of the City's assignment involves the presentation and dissemination of the impact fee findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.
- A series of community growth management forums in Manatee County, Florida.
- A one-day, two part public forum (Conversation on Growth) for Ada County, Idaho. <https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/>
- Two-day workshop on the fiscal implications of growth for COMPASS. <https://www.youtube.com/watch?v=nTj5xNU3IWM> <https://www.youtube.com/watch?v=8tiYpeFCXDo> <https://www.youtube.com/watch?v=q4A-F8SVB2E>
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.
- Extensive experience conducting individual departmental meetings to collect data required to conduct fiscal and economic evaluations, as well as impact fee and infrastructure finance studies.
- Extensive experience presenting complex market, economic, and fiscal data and conclusions to elected/appointed bodies.

## Project Staff

To successfully navigate through the City's impact fee study, the consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the City's land use, transportation, and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of Grand Junction. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment.



**Carson Bise, AICP**, President of TischlerBise, will serve as Project Manager and coordinate our Project Team’s interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Colin McAweeney, developing and reviewing all aspects of the project and providing overall quality assurance for the project. **Mr. Bise has been the Project Manager for the majority of our Colorado impact fee assignments, including our impact fee study for the City of Greeley.**

**Colin McAweeney**, Senior Fiscal/Economic Analyst, will serve as Primary Analyst for this assignment. Mr. McAweeney has been with TischlerBise for seven years and heads our Boise office. Mr. McAweeney will assist with controlling the work in progress and with the technical requirements of the project. Most importantly, Mr. McAweeney, in conjunction with Mr. Bise, will ensure constant collaboration and communication between City staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Mr. McAweeney has assisted or managed impact fee studies in Colorado Springs, Fort Collins, Erie, Lake Dillon Fire District, Lafayette, Lone Tree, South Metro Fire District, and Parker.**

**Julie Herlands, AICP**, Vice President at TischlerBise, will serve as Project Manager for the Affordable Housing Linkage Fee assignment because of her substantial experience preparing impact fees and housing linkage fees, and her strong project management skills. Ms. Herlands will be responsible for controlling the work in progress, providing feedback to project team members and staff, and will be responsible for the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memorandums, conference calls and in-person meetings. **Ms. Herlands has managed impact fee studies in Aspen, Boulder, Colorado Springs, Crested Butte, Durango, Lone Tree, and Parker.**

## Project Team Résumés

### L. Carson Bise, AICP, President

Carson Bise has 30 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 40 states. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **Chaired the American Planning Association's Paying for Growth Task Force**. He is also an Affiliate of the National Center for Smart Growth Research & Education.

#### COLORADO IMPACT FEE EXPERIENCE

- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*

#### EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

### Julie Herlands, AICP, Vice President

#### EXPERIENCE

Julie Herlands is Vice President of TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC), Advisory Services and Research Department. Her economic and

fiscal impact experience includes a wide-range of assignments in over fifteen states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled Fiscal Impact Assessment at the APA National Planning Conference. She is the immediate past Chair of the Economic Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development.**

#### **COLORADO IMPACT FEE AND INFRASTRUCTURE FINANCE EXPERIENCE**

- Aspen – *Affordable Housing*
- Boulder, Colorado – *Impact Fee Study*
- Durango – *Affordable Housing and Transit Linkage Fee*
- Castle Rock, Colorado – *Impact Fee Study*
- Colorado Springs, Colorado – *Annexation Fee Study*
- Durango – *Affordable Housing Linkage Fee*
- Evans – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*

#### **EDUCATION**

Masters of Community Planning, University of Maryland (Summa Cum Laude, Phi Kappa Phi)  
B.A., Political Science, University of Buffalo (Magna Cum Laude, Phi Beta Kappa)

### **Colin McAweeney, Senior Fiscal/Economic Analyst (Idaho Practice Lead)**

Colin McAweeney is the Idaho Practice Leader and manages the Boise, Idaho office, with specialties in finance and economic development planning. Mr. McAweeney is an industry expert regarding the intersection of land use planning and municipal finance. His expertise ranges from project-level impact analysis to regional fiscal model design and programming. Additionally, McAweeney has completed impact fee and user fee studies in 50+ communities and presented at local- and state-level conferences. McAweeney co-authored a contribution to the Journal of Comparative Urban Law and Policy, “The Evolution of Fiscal Impact Analysis and Where it Needs to Go.” Prior to joining TischlerBise, he finished his master’s degree with a thesis surrounding the urban aspects that attract investment. Before pursuing his M.S., Mr. McAweeney worked in the finance sector for several years where he became familiar with financial markets and business financing.

#### **EDUCATION**

M.S., Urban Management and Development, Erasmus University Rotterdam  
B.S., Economics with an emphasis on Mathematics, University of Wisconsin - Madison

#### **COLORADO IMPACT FEE EXPERIENCE**

- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Fruita, Colorado – *Parks and Recreation Impact Fee Study*
- Lake Dillon Fire District, Colorado – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Loveland, Colorado – *Capital Expansion Fee Study*
- Parker, Colorado – *Impact Fee Study*
- South Metro Fire District, Colorado – *Impact Fee Study*

## Section C: Strategy and Implementation Plan

### Project Understanding

The City of Grand Junction seeks a comprehensive update to its existing development impact fee program that includes police, fire, transportation, general government facilities, and parks. As part of this update, the City would like fees for open space and affordable housing to be included. There have been several new Plans and initiatives by City since TischlerBise last development impact fee engagement with the City (2019). This includes a new Comprehensive Plan, as well as a Pedestrian & Bicycle Plan. When preparing the capital improvement plan and recommended development impact fee structure, we will work with City staff to ensure assumptions and methodologies are consistent with recommended City policy directives and strategic objectives. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. TischlerBise will be available to function as a key member of the City's management and leadership team and will be there for the City long after the engagement is over at no charge for assistance on administrative and implementation issues.

### Project Approach

Impact fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

**Evaluation of Alternatives.** Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the methodology for each component of an impact fee category will be dependent on which is most beneficial for the City. In some cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the City. There will likely be policy and revenue tradeoffs. We recognize that "one size does *not* fit all" and we create the optimum format that best achieves our clients' goals.

**Lending a Sense of Market Reality to the Development Projections.** Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market

as a result of changing demographics and lifestyle choices, particularly in light of the recent COVID-19 pandemic. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the City's financial exposure if impact fee revenue is less than expected.

**Consider a Progressive Residential Impact Fee Schedule.**

TischlerBise suggests the City consider a fee structure that varies residential impact fees by size of unit. **TischlerBise has been the national leader in this movement toward “progressive” fee structures.** As part of our demographic analysis conducted as part of this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for the City's consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, the City and stakeholders will decide which direction to pursue relative to this policy decision.



**Incentivizing Land Use Policy.** One of the major themes of the *One Grand Junction Plan* is the preference for mixed-use development and infill where opportunities exist, and the *2023 Pedestrian & Bicycle Plan* provides a framework for transforming Grand Junction into a fully multimodal City. TischlerBise believes that a “next generation” transportation impact fee can assist with implementation of that vision.

As shown in the table below from **a recent American Planning Association publication entitled “Next Generation Impact Fees,” co-authored by Carson Bise,** traditional transportation impact fees were designed with a suburban worldview and designed to increase capacity for vehicle travel. Traditional impact fees are typically uniform across the entire jurisdiction, are driven by generic formulas, tend to focus on 20-year master plans or build-out guesstimates, and are designed to fund infrastructure that will move vehicles.

<b>Traditional Impact Fees</b>	<b>Next Generation Impact Fees</b>
"pay to play" revenue source	contractual arrangement to build improvements
driven by generic formulas	driven by plans and policy
long range to buildout	five to ten year planning horizon
one and done	ongoing planning and budgeting process
suburban focus	apply transect concept
uniform across jurisdiction	vary geographically
moving vehicles	moving people
vehicle trips	inbound vehicle miles of travel
one size fits all	residential by dwelling size
loose cost analysis and generous credits	specific improvements with a funding strategy

Source: TischlerBise, Inc.





In contrast, the basis of "next-generation" transportation impact fees is the recognition that the fees can actually function like a land-use regulation to help shape development patterns. Planning and policy objectives drive next generation transportation impact fees, which vary geographically (e.g., Downtown and University Districts versus remaining City) to reflect cost differences, and are intended to move people rather than vehicles alone. In addition, design (mix of land uses and more compact development) work together to reduce average trip lengths. TischlerBise will evaluate the feasibility of including not only needed road capacity and intersection improvements, but also bike lanes, sidewalks, trails, transit, and other multi-modal improvements.

The picture below, from our regional transportation impact fee prepared for the Regional Transportation Commission of Washoe County, Nevada (serving Reno, Sparks, and Washoe County), summarizes the rationale and results for establishing an urban service area. Although the densities found in areas of Grand Junction aren't necessarily urban in the traditional sense, the data sources and analysis from this study are transferable to the City.

## Urban Service Area Rationale and Results

- On average, urban residential has fewer vehicles available and persons per unit, thus lowering vehicular trip generation rates
- Urban settings provide options for walking, biking, and transit travel, thus lowering the vehicular mode share
- Mixed land use, more compact development, and better jobs-housing balance reduces average trip length

For the demographic analysis, urban service area includes 2010 census tracts 1.01, 1.02, 2.01, 2.02, 7.9, 18.01, 18.02, 19.01, 19.02, and 30.

Service Area	Urban	Suburban
Vehicles Available per Housing Unit	1.05	1.70
Persons per Housing Unit	1.98	2.32
Single Units	40%	76%
2+ Units per Structure	60%	24%
Average Weekday Vehicle Trip Ends per Single Unit	7.02	8.44
Average Weekday Vehicle Trip Ends per 2+ Unit	4.51	5.70
Autos to Work	74%	90%
Walk/Bike/Bus to Work	26%	10%
Average Vehicle Trip Miles	3.93	5.40

**Implementation/Ongoing Support.** The Impact Fee Study is just the beginning of the relationship between TischlerBise and our clients. That is the primary reason the majority of our projects come from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to City staff to ensure it is prepared to implement the impact fee program in a manner that is efficient and consistent with Colorado and national case law. Implementation materials include an administrative manual and forms which will track the City's impact fee ordinance with cross references between the ordinance, forms, and administrative manual. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within the fee structure. Therefore, TischlerBise routinely prepares specific impact fee amounts for specific projects at no charge to our clients.



## Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on the State's enabling legislation (SB15), as well as national case law.

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review recent permit data and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

**Affordable Housing Kick-Off Discussion.** After reviewing all relevant local housing data, employment data, real estate data, codes, ordinances, plans, and other documents, the TischlerBise team will meet with City staff and officials, as appropriate, to discuss overall project goals and discuss data deficiencies. On this trip, the TischlerBise team will also conduct interviews, and undertake reconnaissance, and hold a kick-off meeting.

The interviews will be conducted with key staff, elected and appointed officials (if appropriate), and members of the development community (if appropriate). These discussions will give the TischlerBise team a better understanding of project goals, existing data, and the existing affordable housing mitigation regulations.

**Meetings:** One (1) on-site visit to meet with City staff as appropriate.

**Deliverables:** Data request memorandum (prepared in advance of meeting).

### TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine future development for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

**Meetings:** Discussions with the Community Development Department and other relevant staff held as part of Task 1, as well as conference calls as needed.

**Deliverables:** TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report.

### TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

**Identify Facilities/Costs Eligible for Impact Fee Funding.** As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

**Meetings:** Two (2) meetings with City staff to discuss capital facility needs and levels of service. At the City's option, one of these visits can serve as an opportunity to brief the City Council on the fee study, process, timeline, etc.

**Deliverables:** Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

### TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In some cases, we will prepare the impact fees for a particular infrastructure category using several

methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

**Meetings:** One (1) meeting with City staff to discuss issues related to allocation methodologies and relevant policy issues. **This trip can be scheduled to coincide with a City Council briefing as well.**

**Deliverables:** “Storyboard” presentation on fee options.

#### **TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS**

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

**Deliverables:**

Memoranda as appropriate. See Task 6 and 7.

#### **TASK 6: PREPARE HOUSING LINKAGE FEE SUPPORT STUDY**

The Housing Linkage Fee Support Study will be used to provide the technical support for the affordable housing mitigation program on residential development. The methodology will determine the need for affordable housing created by residential development, calculate appropriate mitigation, and explain how mitigation will be administered.

More specifically, the analysis will include the following components:

- The establishment of a level of service standard and housing goal, that identifies the number of affordable housing units that will be provided, and the quality of affordable housing that will be provided under the program;
- An inventory of affordable housing units, which will assist in evaluating current conditions;
- An analysis demonstrating that residential development/redevelopment will create a need for new affordable housing units in the community that will not be met by the private market;
- A needs analysis, demonstrating the need for affordable housing created by new residential development/redevelopment in the City, consistent with the established goals. This section will demonstrate the nexus or linkages between new residential development/redevelopment (by type), the need for affordable housing it creates, and the amount of housing that needs to be subsidized to make the housing affordable; and
- A section outlining and providing a management structure about the form and types of mitigation that should occur under the program (e.g., construction of units, dedication of land for affordable housing, conversion of units to affordable housing, in-lieu fees, etc.).

After completion of a draft of the Support Study, it will be circulated to City staff for review and comment. City staff will review the draft Housing Linkage Support Study, and provide the TischlerBise team a set of

consolidated written comments on the draft. Subsequently, TischlerBise will conduct a conference call with City staff to discuss the comments and reach consensus about revisions to the draft Support Study. TischlerBise will then make the mutually agreed to changes, and submit a Public Review Draft of the Housing Support Study to City staff.

**Meetings:** Conferences calls with City staff as necessary. See Task 7.

**Deliverables:** Draft and Final Housing Linkage Support Study.

## **TASK 7: PREPARE DRAFT AND FINAL DEVELOPMENT IMPACT FEE REPORT, PUBLIC PRESENTATIONS**

TischlerBise will prepare a Draft Development Impact Fee Report for the City's review. The report will summarize the need for all relevant categories of development impact fees in Grand Junction and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures (including annual escalation methods)

Following the City's review of the draft report, we will make mutually agreed upon changes to the Development Impact Fee Report and issue a final version.

TischlerBise's report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

**Analysis of Peer Community Fee Structures.** In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. This will include a minimum of seven communities. The analysis will compare how the proposed development impact fee structure for the City of Grand Junction compares to other peer communities, including noting any differences in fee schedules and methodologies.

**Potential Impact on Housing Affordability.** As part of the Development Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed development impact fees on the affordability of housing in the City. The analysis will examine the current household income and housing expenses that burden an average household in the City. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the City.

**Meetings:** Two (2) meetings/presentations to present the Development Impact Fee Study (includes the Affordable Housing Linkage Fee Report) with the City Council.

**Deliverables:** Draft and Final Development Impact Fee Study.

### TASK 8: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of three meetings—one toward the beginning of the process, where we discuss, process, development projections, and preliminary methodological directions, and two to discuss the draft work products. **Additional stakeholder meetings can be held if needed at no charge to the City. We will simply conduct these meetings as part of other ongoing work in Colorado.**

**Meetings:** Three (3) meetings with stakeholders; these are typically timed with trips for meetings with staff.

**Deliverables:** Presentation materials for meetings.

### Project Schedule


The table below indicates our proposed schedule for this assignment, assuming a mid-April contract award.

PROJECT SCHEDULE FOR GRAND JUNCTION, COLORADO			
Tasks	Anticipated Dates	Meetings*	Deliverables
Task 1: Project Initiation / Data Acquisition	April - May, 2024	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	April - May, 2024	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	April - July, 2024	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	July - August, 2024	1	"Storyboard" Presentation on Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	August, 2024	0	See Tasks 6 and 7
Task 6: Prepare Housing Linkage Fee Support Study	April - August, 2024	1	Draft and Final Housing Linkage Support Study
Task 7: Prepare Development Impact Fee Report, Public Presentations	August - September, 2024	2	Draft and Final Development Impact Fee Report
Task 8: Public Outreach	June - August, 2024	3	Presentation Materials as Appropriate

\*In some cases it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

### Accessibility

TischlerBise will attend pre-scheduled meetings with City staff in person deploying staff from our main office in Maryland (Mr. Bise and Ms. Herlands), as well as our office in Boise (Mr. McAweeney). TischlerBise staff regularly travel to our national client base without incident and occasionally will utilize regional trips to add additional unscheduled trips to clients. TischlerBise's regular and repeat work in Colorado affirms our



flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

## Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
  - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Ms. Herlands will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
  - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with City staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
  - **Mitigation: We will actively manage the project process.** Mr. Bise and Ms. Herlands have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
  - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Cost Overruns**
  - **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

## Section D: References

References for TischlerBise are shown below.

### **City of Louisville, Colorado – *Impact Fee Study (2004, 2011, and 2017)***

Project Contact: Rob Zuccaro, Director of Planning and Building Safety

Phone: (303) 335-4590

E-mail: rzuccaro@louisvilleco.gov

TischlerBise Staff: Carson Bise, AICP, and Ben Griffin

TischlerBise recently completed an update to the City's impact fee program. Several options were prepared for the transportation fee including the possibility of a special service area for downtown, where there is a higher internal trip capture rate. A significant stakeholder outreach process was undertaken that included six meetings with the Steering Committee, which was comprised of City staff, concerned citizens and representatives of the building community. With this update, TischlerBise recommended preparing the impact fees using progressive housing multipliers (i.e., the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability.

### **Town of Crested Butte, Colorado – *Affordable Housing Fee (2024)***

Project Contact: Troy Russ, Community Development Director

Phone: (970) 349-5338 ext. 128

E-mail: truss@crestedbutte-co.gov

TischlerBise Staff: Carson Bise and Julie Herlands

Crested Butte's Resident-Occupied Affordable Housing (ROAH) Program seeks to facilitate the creation and preservation of affordable workforce housing created by new and redeveloped residential and nonresidential development. The ROAH Program is one part of the Town's strategy to provide and preserve affordable housing units. TischlerBise was retained to review and update the methodology and calculation for ROAH mitigation (i.e., the demand for workforce units created by new development) and the ROAH payment in lieu (or ROAH Fee). TischlerBise analyzed fee components and developed recommendations related to the following: (1) Mitigation Formula: jobs generated from new development, households created, and mitigation rates. (2) Affordability Gap Formula: income target, affordable purchase price, and current cost of housing. Updated fees are anticipated to be considered in spring 2024.

### **City of Longmont, Colorado – *Impact Fee Study (2015)***

Project Contact: Joni Marsh, Planning and Development Services Director

Phone: (303) 774-4398

E-mail: joni.marsh@ci.longmont.co.us

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the City of Longmont's impact fee program. Three fee categories were included—recreation, public buildings, and transportation. This assignment included updating capital improvement plans and calculating impact fees for each fee category. The Recreation fee evaluated both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment. The Transportation fee includes both capacity and multimodal improvements. A unique aspect of the transportation impact fee was the two-tiered structure to encourage redevelopment in the downtown core. Urban areas like downtown Longmont have distinct demographic



profiles and physical traits that reduce vehicle trips, such as higher internal capture, design characteristics that promote walking and biking, and superior transit service.

Consistent with the literature review, a recent analysis of mixed-use developments in six regions of the United States found an average 29% reduction in trip generation as a function of “D” variables, including: density, diversity, design, destination accessibility, distance to transit, demographics, and development scale. Because mixed-use development located in downtown Longmont will put less strain on the external street network, trip generation rates should be less than standalone suburban development.

#### **Town of Firestone, Colorado – Impact Fee Study (2022)**

Project Contact: AJ Krieger, Town Manager

Phone: (303) 531-6255

E-mail: akrieger@firestoneco.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise was recently retained to prepare a comprehensive review and update the Town of Firestone’s impact fee program. This update included park improvements, transportation, police, water, and general government. Fees for transportation and park improvements were prepared under the incremental expansion and plan-based methodologies in order to give policy makers options to either maintain or enhance levels of service for these infrastructure categories.

#### **Town of Erie, Colorado – Impact Fee Study (2004, 2016, and 2021)**

Project Contact: Patrick Hammer, Assistant City Manager

Phone: (303) 926-2540

E-mail: phammer@erico.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise was first retained to review and update the Town of Erie’s impact fee program, which predated the passing of SB15. This update included parks/recreation, transportation, police, general government, and storm drainage fee categories. For the Town’s and stakeholder’s consideration, we prepared iterations of the residential impact fees using progressive residential multipliers (e.g., by size of house) and with the traditional “one size fits all” approach (e.g., single family, multifamily). We also consolidated the nonresidential impact fee schedule to make implementation easier and assist with economic development effort. As part of the public participation process, TischlerBise conducted extensive work sessions with the Board of Trustees on various fee options (e.g., plan-based versus incremental expansion for transportation).

## **Section E: Solicitation Response Form**

**Section 7.0. Solicitation Response Form**

**RFP-5387-24-KH "Development Impact Fee Update & Study"**

*Offeror must submit the entire Form completed, dated, and signed.*

Total cost to provide services as described: \$ 175,800

WRITTEN: One hundred seventy-five thousand eight hundred dollars.

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*The City reserves the right to accept any portion of the services to be performed at its discretion.*

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The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.

- Prompt payment discount of 0 percent of the net dollar will be offered, to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.


**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** 0

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

TischlerBise, Inc.  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

4701 Sangamore Road 5240  
Address of Offeror

Bethesda, MD 20816  
City, State, and Zip Code

L. Carson Bise, President  
Authorized Agent, Title – (Typed or Printed)

301-320-6900 x12  
Telephone Number

carson@tischlerbise.com  
E-mail Address of Agent

3/12/24  
Date

