



AWARD EXTENSION-4681-19-SH

August 8, 2019

Mr. Carson Bise
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816

**SOLICITATION DESCRIPTION: FIRST ANNUAL EXTENSION FOR
RFP-4539-18-SH DEVELOPMENT IMPACT FEE STUDY**

Dear Mr. Bise,

You are hereby notified that your firm's contract to provide a study of development impact fees has been extended through **December 31, 2019**.

The contract price will remain at \$72,300.00 and all other contract terms will stay in effect unless or until other terms are agreed in writing.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.


Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Tamra Allen, Community Development Director

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: TischlerBise, Inc.
By: 
Title: President
Date: August 8, 2019



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 22nd day of August, 2018 by and between the City of Grand Junction, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and TischlerBise, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals 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 Study IFB-4539-18-SH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the solicitation, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, 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. Solicitation Documents for the Project; **Development Impact Fee Study, RFP-4539-18-SH;**
- c. Contractors Response to the Solicitation

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 Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document. **Final study results are due no later than December 31, 2018.**

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of \$72,300.00, seventy-two thousand three hundred dollars. 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 work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5


Contract Binding: The Owner and the Contractor 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 Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor 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 Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

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 Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

By: 
Title: City Manager

8/22/2018
Date

TischlerBise, INC.

By: 
Title: President

8/22/18
Date



**PROPOSAL FOR A
DEVELOPMENT IMPACT FEE STUDY
RFP-4539-18-SH**

*Prepared for
City of Grand Junction, Colorado
July 10, 2018*



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Section A: Cover Letter

July 10, 2018

Ms. Susan Hyatt, Senior Buyer
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Dear Ms. Hyatt:

TischlerBise, on behalf of Clarion Associates, is pleased to submit the enclosed proposal to provide A Development Impact Fee Study for the City of Grand Junction. We bring several distinct advantages to this assignment:

1. **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 900 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.
2. **National Thought Leaders.** Three of our 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. Carson Bise, AICP, recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Both Mr. Bise and Ms. Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association. Craig Richardson, AICP, Esq., serves on the faculty for APA's national Zoning Clinic, and was an active participant in development of the model sustainable development code for the Rocky Mountain Land Use Institute (RMLUI).
3. **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. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.
4. **Colorado Experience.** TischlerBise has recently completed or is conducting similar assignments in the following Colorado communities: Adams County, Arapahoe County, Boulder, Durango, Erie, Fort Collins, Garfield County, Larimer County, Lone Tree, Longmont, Louisville, Mead, Thorntown and Vail.
5. As a small firm, **we have the flexibility and responsiveness to meet all deadlines of your project.** We offer you the level of service and commitment that the larger firms save for their largest clients.

As President of the firm, I have the authority to contractually bind the firm. We look forward to the possibility of working with the City of Grand Junction and are committed to providing you with top-quality support at a very competitive price. This proposal shall remain valid for 120 days.

Sincerely



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

Section B: Qualifications/Experience/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 Bradenton, Florida. The firm’s legal address is:

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

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 **700 fiscal/economic impact evaluations and over 900 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

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.

TischlerBise Colorado Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Colorado, including our previous experience conducting fiscal impact analyses for the City of Grand Junction. This experience makes us intimately familiar with local government revenue structures and the planning and growth management issues facing the City of Grand Junction. The following table summarizes TischlerBise’s vast impact fee experience in the State of Colorado.

CLIENT	Feasibility Analysis	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Adams County		◆									
Arapahoe County		◆									

CLIENT	Feasibility Analysis	Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government
Berthoud Fire District							◆				
Boulder		◆				◆	◆	◆	◆	◆	◆
Castle Rock		◆			◆	◆	◆	◆	◆		◆
Colorado Springs		◆									
Eaton			◆	◆		◆		◆	◆		◆
Erie		◆				◆		◆	◆		◆
Evans		◆									
Durango		◆									
Fort Collins		◆									
Garfield County		◆									
Greeley		◆	◆				◆	◆			
Larimer County		◆									
Lone Tree		◆				◆		◆	◆		◆
Longmont		◆					◆				◆
Louisville	◆	◆				◆		◆	◆	◆	◆
Mead		◆				◆		◆			◆
Montezuma County		◆									
Parker		◆				◆		◆			◆
Pitkin County		◆									
Pueblo		◆									
Thornton		◆				◆	◆	◆	◆		◆
Vail		◆									

TischlerBise National Experience

TischlerBise is the national leader in advancing the “state of the practice.” For example, TischlerBise pioneered impact fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation impact fees as part of an overall funding strategy. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our national impact fee experience is shown below.



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Apache County	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆		
AZ	Holbrook			◆	◆		◆							
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆						◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	Safford			◆	◆									
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆				
AZ	Scottsdale			◆	◆									
AZ	Sedona		◆			◆		◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆		
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆				
AZ	Springerville	◆		◆	◆									



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆					◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	Tucson		◆											
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆				
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆		
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte County		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										
CA	Corcoran			◆	◆			◆		◆			◆	
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Mammoth Lakes		◆			◆		◆		◆	◆		◆	
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
FL	Manatee County		◆					◆	◆	◆	◆		◆	◆
FL	Manatee County Schools													◆
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Parkland							◆		◆				
FL	Pasco Co.School Board													◆
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	South Miami		◆							◆				



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
FL	Seminole Co. Schools													◆
FL	Stuart		◆					◆	◆	◆			◆	
FL	West Miami			◆				◆		◆			◆	
GA	Effingham County		◆	◆	◆			◆		◆		◆		
GA	Gordon County	◆							◆	◆		◆		
GA	Henry County		◆											
GA	Roswell		◆						◆	◆		◆		
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	
ID	Hayden		◆					◆		◆				
ID	Post Falls	◆	◆					◆		◆				
ID	Sandpoint		◆						◆	◆	◆			
ID	Shoshone Co. Fire Dept								◆					
ID	Victor		◆					◆	◆	◆				
LA	Covington			◆	◆									
MD	Carroll County					◆			◆	◆		◆	◆	◆
MD	Charles County		◆							◆				◆
MD	Cecil County		◆					◆	◆				◆	
MD	Dorchester County	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick County		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MT	Belgrade	◆	◆	◆	◆				◆	◆				
MT	Bozeman		◆	◆	◆				◆					
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin County	◆	◆						◆					
MT	Gallatin Co. Fire Districts								◆					
NC	Orange County									◆	◆			◆
NC	Pasquotank													◆
ND	Minot											◆	◆	
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
NV	Washoe County		◆											
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
RI	East Greenwich								◆	◆	◆		◆	◆
RI	Middletown			◆				◆	◆	◆			◆	◆
UT	Mapleton			◆	◆	◆			◆	◆	◆			
UT	North Logan	◆	◆	◆	◆					◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
UT	Sandy City		◆			◆		◆	◆		◆			
UT	Spanish Fork	◆		◆	◆	◆				◆				
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆				
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
WV	Jefferson County							◆	◆	◆			◆	◆
WY	Casper	◆	◆						◆	◆				
WY	Cheyenne		◆					◆	◆	◆			◆	◆

Clarion Associates Company Overview

Clarion Associates, LLC is a national land use and zoning consulting firm founded in 1992. The firm has offices in Chapel Hill, NC and Denver, CO, and affiliate offices in Cincinnati, Chicago, and Philadelphia. Clarion consists of approximately 20 professionals (city planners, landscape architects, and attorneys). No firm in the country matches the combination of land use, zoning, urban design, infrastructure financing, community development, and planning experience of Clarion’s firm principals. Clarion is particularly known for its expertise in:

- Development code and zoning ordinance updates;
- Incorporating sustainability concepts in development codes;
- Impact fee and concurrency management ordinance design and legislation;
- Design standards and incorporating form controls into development regulations;
- Infill and mixed-use development regulations;
- Regulations that protect a community’s character;
- Zoning best practices;
- Regulations to protect environmentally sensitive lands;

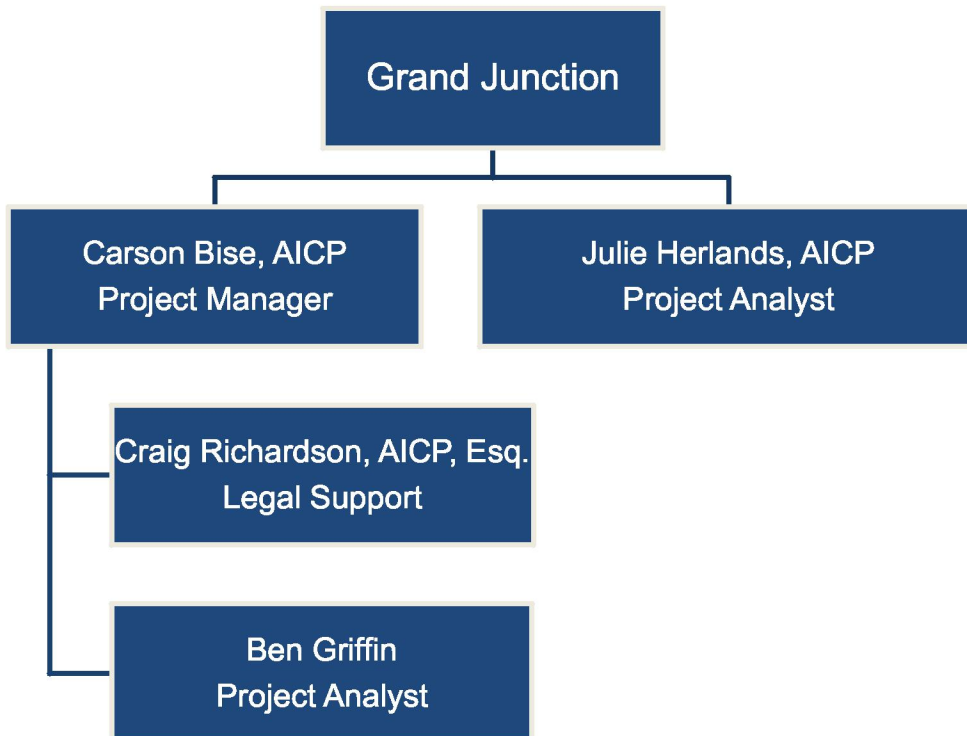
- Regulations that protect rural character;
- Community, regional, and neighborhood planning;
- General implementation strategies; and
- Land use and planning law.

Principals from Clarion Associates have represented public sector clients in a number of states in the design and implementation of development impact fee programs. The firm’s involvement has included:

- The design of accurate impact fee methodologies and techniques;
- The preparation of detailed impact fee support studies; and
- The drafting and presentation of regulations and ordinances to implement fee systems.

Project Team Staff Qualifications

To successfully navigate through the City’s impact fee study, the successful 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 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. *It is important to note that all three TischlerBise Project Team members are full-time TischlerBise employees. We do not “pad” our Project Team with retired principals (e.g., Chairman Emeritus) or individuals who head another division of the firm (e.g., zoning codes), and will have no direct project involvement.*



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our Project Team's interaction with Grand Junction to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands, Ben Griffin and Craig Richardson, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Julie Herlands, AICP, is Vice President of TischlerBise, and will serve as a Project Analyst for this assignment because of her substantial experience preparing impact fees and financing strategies, as well as her strong project management skills. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, 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.

Ben Griffin, Senior Fiscal/Economic Analyst, is an accomplished development fee Project Manager in his own right, will provide analytical support to the impact fee study. Mr. Griffin has been with TischlerBise for five years and has assisted or managed impact fee studies in Boulder, Durango, Erie, Lone Tree, Louisville and Vail.

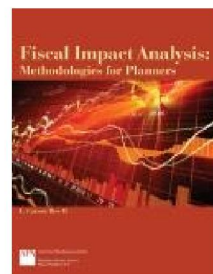
Craig Richardson, AICP, Esq., is a planner/lawyer who has managed numerous award-winning zoning and planning projects throughout the United States. He has extensive experience in Colorado and nationally in designing, drafting, and defending impact fee legislation, adequate public facility regulations, affordable housing mitigation programs and strategies, and other forms of exactions.

Project Team Résumés

L. Carson Bise, AICP, President

Experience

Carson Bise has 25 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 37 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 250 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. 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 was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP Training Package entitled The Economics of Density. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure



Finance Consortium and **recently Chaired the American Planning Association’s Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

SELECTED IMPACT FEE EXPERIENCE

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Apache Junction, Arizona – *Impact Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Eloy, Arizona – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Development Impact Fee Study*
- Corcoran, California – *Development Impact Fee Study*
- Banning, California – *Development Impact Fee Study*
- National City, California – *Development Impact Fee Study*
- Mammoth Lakes, California – *Development Impact Fee*
- Rancho Cucamonga, California – *Development Impact Fee Study*
- Suisun City, California – *Development Impact Fee Study*
- Temecula, California – *Development Impact Fee Study*
- Tulare, California – *Development Impact Fee Study*
- **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***
- **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***
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*

- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *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

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, International City/County Management Association National Conference
- Fiscal Assessments, American Planning Association National Conference

- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association)

Julie Herlands, AICP, Principal

EXPERIENCE

Julie Herlands is a Principal with 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. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. 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**.

SELECTED IMPACT FEE AND INFRASTRUCTURE FINANCE EXPERIENCE

- **Boulder, Colorado – Impact Fee Study**
- **Durango – Affordable Housing and Transit Linkage Fee**
- **Evans – Impact Fee Study**
- **Castle Rock, Colorado – Impact Fee Study**
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- Evanston, Illinois – *Impact Fee/Excise Tax Study*

- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*
- Abbeville County, South Carolina – *Infrastructure Financing Study*
- Beaufort County, South Carolina – *Infrastructure Financing Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer 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)

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference, 2009 and 2008
- Infrastructure Financing: Funding the Gap, American Planning Association National Planning Conference, 2009
- Economic Development for Planning Practitioners, Training Workshop, American Planning Association National Planning Conference, 2009
- Voluntary Mitigation Payments: An Alternative to Impact Fees, American Planning Association National Planning Conference, 2007
- Proffers vs. Impact Fees: The Virginia Experience, National Impact Fee Roundtable, 2006
- Impact Fee—Or Is It? American Planning Association National Planning Conference, 2005
- Integrating Planning with School Demands, American Planning Association National Planning Conference, 2005
- Planning and Fiscal Reality, American Planning Association National Planning Conference, 2004

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?” *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP,” *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (American Planning Association and Lincoln Institute of Land Policy)

- “The Connection between Growth Management and Local Economic Development,” Economic Development News & Views (Economic Development Division of the APA)

Benjamin Griffin, Senior Fiscal/Economic Analyst

EXPERIENCE

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

SELECTED IMPACT FEE EXPERIENCE

- Buckeye, Arizona – *Development Impact Fee Study*
- Pinal County, Arizona – *Development Impact Fee Study*
- Maricopa, Arizona – *Transportation Impact Fee Review*
- Sierra Vista, Arizona – *Development Impact Fee Study*
- Tempe, Arizona – *Development Impact Fee Study*
- Yuma, Arizona – *Development Impact Fee Study*
- Lemoore, California – *Impact Fee Study*
- Mammoth Lakes, California – *Impact Fee Study*
- Suisun City, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- **Durango, Colorado – *Multimodal Impact Fee and Housing Linkage Fee Study***
- **Fort Collins, Colorado – *Impact Fee Study***
- **Lone Tree – *Impact Fee Study***
- **Louisville, Colorado – *Impact Fee Study***
- **Mead, Colorado – *Impact Fee Study***
- **Thornton, Colorado – *Impact Fee Study***
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *School Impact Fee Study*
- Covington, Louisiana – *Impact Fee Study*
- Middletown, Rhode Island – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Jefferson County, West Virginia – *Impact Fee Study*

EDUCATION

M.A., Urban and Regional Planning, University of New Orleans

B.B.A., Finance, University of Mississippi



Craig Richardson, Esq., Director

Craig Richardson is a Director with Clarion Associates. He is a planner/lawyer who has managed numerous award-winning zoning and planning projects throughout the United States. He has extensive experience in South Carolina and nationally in designing, drafting, and defending impact fee legislation, adequate public facility regulations, affordable housing mitigation programs and strategies, and other forms of exactions. He served as co-counsel-of-record in two of Florida's landmark impact fee cases, *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983), and *Home Builders and Contractors Ass'n. v. Palm Beach County*, 82 659, Circuit Court, Palm Beach County; 446 So.2d 140 (Fla. 4th DCA 1983). He has consulted with numerous local governments in 12 states in the design and implementation of over 100 impact fee programs. He served as the principal consultant to Palm Beach, Martin, Collier, and St Lucie counties in their design and drafting of adequate public facilities (APF) programs, and served as the principal consultant in the design of APF programs for local governments in four other states. Mr. Richardson has been a member of the Florida Bar for 30 years. He is a frequent speaker at planning conferences and has written on a number of plan implementation issues. He serves on the faculty for APA's national Zoning Clinic, and was an active participant in development of the model sustainable development code for the Rocky Mountain Land Use Institute (RMLUI).

Section C: References

TischlerBise References

References for TischlerBise are shown below.

City of Louisville, Colorado – Impact Fee Study (2004, 20011 and 2017)

Project Contact: Heather Balsler, Assistant City Manager

Phone: (303) 335-4530

E-mail: heatherb@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.

City of Boulder, Colorado – Impact Fee Study (1998, 2008 and 2016)

Project Contact: Chris Meschuk, Assistant City Manager

Phone: (303) 441-4293

E-mail: meschukc@bouldercolorado.gov

TischlerBise Staff: Carson Bise, AICP, and Julie Herlands, AICP

TischlerBise was retained by the City of Boulder to review and update our original impact fee study for fire/rescue, parks, trails, police, general government and libraries. In addition, TischlerBise updated our original Transportation Excise Tax methodology, which required voter approval. In our update, TischlerBise prepared the impact fees and excise tax 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. Because any change to the City’s current Transportation Excise Tax required another referendum, TischlerBise worked with a citizen/developer Liaison Committee throughout the study process.

The City of Boulder also contracted with TischlerBise to prepare a transportation maintenance fee methodology. The establishment of a transportation maintenance fee to address transportation needs not only allows a jurisdiction to address the funding of capital improvements but also provides revenue to cover the cost of operations and administration. Maintenance fees may address all aspects of capital costs including debt service, operations, maintenance, and repair and replacement of facilities. Unlike impact fees that are imposed on new development, maintenance fee revenue is generated from all development, existing and new. This stable revenue stream can support the issuance of bonds backed by the anticipated utility revenue.

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 Vail, Colorado – Multi-Modal Transportation Impact Fee Study (2009 and 2017)

Project Contact: Tom Kassmel, P.E., Town Engineer

Phone: (970) 479-2158

E-mail: tkassmel@vailgov.com

TischlerBise Staff: Carson Bise, AICP, and Dwayne Guthrie, AICP

TischlerBise recently completed an assignment for the Town of Vail, Colorado to prepare a transportation impact fee that includes unique multi-modal improvements. Natural containment of the urbanized area by the surrounding mountains has helped Vail become an attractive resort community with a walkable urban core area. In recognition of this development pattern, proposed impact fees are lower in the core area. Fee amounts are based on planned improvements such as a shared parking structure with integrated transit centers and complete-street concepts (i.e., pedestrian, bike, and bus facilities).

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

Project Contact: Steve Felten, Finance Director

Phone: (303) 926-2751

E-mail: sfelten@erieco.gov

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the Town of Erie’s impact fee program, which pre-dated the passing of SB15. This update included parks/recreation, transportation, police, general government, and storm drainage. 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, as well as assist with economic development effort. As part of the public participation process, TischlerBise conducted extensive worksessions with the Board of Trustees on various fee options (e.g., plan-based versus incremental expansion for transportation).



Section D: Fee Proposal

Our total consulting fee is provided on the next page, using the Solicitation Response Form from the City's RFP.

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |

Bethesda, MD 20816

301.320.6900 x12 (w) | 301.320.4860 (f) |

carson@tischlerbise.com





**Request for Proposal
RFP-4539-18-SH**

DEVELOPMENT IMPACT FEE STUDY

RESPONSES DUE:

July 10, 2018 prior to 2:30 P.M. Local

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

www.bidnetdirect.com/colorado

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

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Specifications/Scope of Services**
- 4.0 Preparation and Submittal of Proposals**
- 5.0 Evaluation Criteria and Factors**
- 6.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:

Susan Hyatt

susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide a Development Impact Fee Study as described in Section 3.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Submission:** Please refer to section 4.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.5 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.6 Withdrawal of Proposal:** 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 prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.7 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt

of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.

- 1.8 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after 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 clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.9 Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City 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 outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.10 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the City.
- 1.11 Nonconforming Terms and Conditions:** 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 City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.12 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.13 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.14 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their

representatives and interested persons may be present. Only the names and locations on the proposing firms 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. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Acceptance Not Waiver:** The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.4. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.5. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor 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, required by law.
- 2.6. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.7. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.8. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.

- 2.9. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.11. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) 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.
- 2.12. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.12.1.** The Offeror shall 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 Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.12.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.12.3.** 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.
- 2.13. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.14. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.15. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

- 2.16. Indemnification:** Offeror shall defend, indemnify and save harmless the City 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 injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.17. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.18. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.19. Venue:** Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.20. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.
- 2.21. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.22. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.23. Gratuities:** The Contractor 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 Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.24. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- 2.25. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies.

All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.26. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

3.1 General: The City of Grand Junction, Colorado (City) is seeking proposals from qualified firms to conduct a study of Development Impact Fees. Grand Junction 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 61,000 with a total area of 39.64 square miles. The population density is over 1,575 people per square mile. The 2010 census reflected a growth of almost 40% over the previous census and the State Demographer currently projects a 1.3% 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. The City also collects plant investment fees for its water treatment plant as well as its wastewater treatment plant. In addition, the Trunk Line Extension Policy enables the City to recover costs to extend the wastewater system to serve new developments. The Persigo (wastewater) System Trunk Extension Fund (TEF) was established by the Joint Board in 1993 under Resolution No. 47-93. This resolution sets guidelines that allow the Persigo Sewer System to participate in extension of Trunk sewer lines. Water impact fees have not changed since prior to 1995 while sewer impact fees have been updated regularly. Some City services such as sewer, fire, emergency medical, and recreation management services are also provided to areas outside City limits including Mesa County and the Town of Palisade.

The City adopted a Comprehensive Plan in 2005 and updated it in 2010. The Comprehensive Plan calls for nodal growth and provides certain Goals, Policies and assumptions for development of the City and the Grand Valley community. The Comprehensive Plan can be viewed by clicking on the following link: <http://www.codepublishing.com/CO/GrandJunction/?html3/GrandJunction31/GrandJunction31.html>.

3.2 Scope of Work: The City is soliciting proposals for the analysis and development of a comprehensive impact fee program to address future development. The City is interested in conducting a nexus study for impact fees for the following capital programs.

- Utility services, including water and sewer (Plant Investment Fees and Trunk Extension Fund)
- Parks and trails, including open space
- Police
- Fire and Emergency Medical services

Community engagement will be part of the study process as will presentation(s) to City elected and appointed officials. It is anticipated the fees will be considered for adoption no later than the end of first quarter 2019. Transportation will not be part of this study as there is a current study underway by the Grand Valley Metropolitan Planning Organization being conducted by Duncan Associates. Growth projections and other assumptions of this nexus study should be similar to the assumptions made with the currently underway Duncan Associates transportation impact fee study.

The selected Offeror will provide consideration and recommendations regarding:

- Necessary public facilities and improvements needed for future development
- An overview of impact fee and alternative revenue programs in similar cities
- A description of the methodology used to determine fees
- Implementation of fees, including process for providing credits and/or reimbursement
- Recommended Impact Fees schedule
- Draft ordinance for adoption

This fee study is intended to provide the Planning Commission, City Council, staff and community a thorough review of costs associated with providing necessary capital improvements to serve new growth.

The final work product(s) will include a comprehensive fee study for each category with a draft ordinance for the City to consider implementing. The information should clearly identify the methodology used to calculate fees, as well as the process for proving credits and/or reimbursements for land dedication and infrastructure construction completed by a new development

3.3 RFP Tentative Time Schedule:

- | | |
|--|------------------------------|
| • Request for Proposal available | on or about June 13, 2018 |
| • Inquiry deadline, no questions after this date | June 25, 2018 at noon MDT |
| • Addendum issued, if needed | June 28, 2018 |
| • Submittal deadline for proposals | July 10, 2018 at 2:30 PM MDT |
| • City evaluation of proposals | July 11 - 18, 2018 |
| • Final selection | week of July 23, 2018 |
| • Contract execution | week of July 23, 2018 |
| • Work begins | July 30, 2018 |
| • Final study results | December 31, 2018 |

3.4 Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

- 3.5 Contract:** The initial contract period shall be for a period of time sufficient to execute the awarded contract as mutually agreed by the City and the Consultant. It is unlikely contract extensions will be necessary.

SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to E**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- D. Fee Proposal:** Provide total cost using Solicitation Response Form found in Section 6.
- E. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience, necessary resources and skills
- Suitability of the proposal to fulfill City's requirements
- References
- Fees
- Proposed Strategy/Methodology

City also reserves the right to take into consideration past performance of previous awards/contracts with the City of any vendor, contractor, supplier, or service provider in determining final award(s).

- 5.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.
- 5.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 5.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Consultant.

SECTION 6.0: SOLICITATION RESPONSE FORM
RFP-4427-17-SH

Offeror must submit entire Form completed, dated and signed.

Total cost to provide services as described: \$ _____

WRITTEN: _____ dollars.

The City reserves the right to accept any portion of the work to be performed at its discretion

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

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

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to 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 City if the invoice is paid within _____ days after the receipt of the invoice.

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

State number of Addenda received: _____.

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date