

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13H  
DATE 7/9/12

Meeting Date: July 9, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Demandstar Broadcast Date: April 20, 2012

Item: E-RFP #20120044 - City Impact Fee Study

Recommended Action: Approval of Award and Contract Documents with TischlerBise, Inc to perform an Impact Fee Study for the City in the amount of \$70,500.00 inclusive of all reimbursable expenditures. Contract period is one hundred twenty (120) calendar days with no option for renewal.

Exhibits: Department memo attached [ ] yes [X] no

Copies of the E-RFP Document and all Addenda, responses from proposers, tabulation report, Committee Scoring sheets, CD of Evaluation Meeting and all related documents.

Summary Explanation/Background Information: An E-RFP was sent out on April 20, 2012 soliciting proposals from firms to perform an Impact Fee Study for the City. Three (3) proposals were received on May 24, 2012. An Evaluation Committee was formed to evaluate the three (3) proposals. The Committee reviewed the proposals and submitted individual scores to OMB. The Committee met on June 19, 2012 at 10:30 AM to review and discuss the individual scores and the proposals. After discussing the proposals, several Committee members chose to Group Score. After the Group Scores were tallied the Committee voted unanimously on the following ranking of the firms:

1. TischlerBise, Inc.
2. Tindale-Oliver & Associates, Inc.
3. Walter H. Keller, Inc.

The Committee recommends the City Council award the contract to TishlerBise, Inc. and in the event that the number one ranked firm does not enter into a contract with the City, the award to go to the second (2nd) rank firm.

Funds are available in the Road C.I.P Fund and will be appropriated in a future Budget Amendment.

Expenditure: **\$70,500.00**

Department requests expenditure from the following:

Fund	304	Road C.I.P. Fund
Cost Center	4105	Public Works Administration
Object Code	531000	Professional Services
Project	00000	n/a

Director of OMB concurs with award: [Signature]

City Manager concurs with award: [Signature]

Department requests -0- minutes to make a presentation.

**RECEIVED**

Submitted by: \_\_\_\_\_ Evaluation Committee/OMB

Date Submitted: 6/22/2012 JUN 22 2012

Title: \_\_\_\_\_ OMB

**CITY OF PORT SAINT LUCIE  
CONTRACT #20120044**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and TISCHLERBISE, INC., 4701 Sangamore Road, Suite S240, Bethesda, Maryland 20816, Telephone No. (301) 320-6900 Fax No. (301) 320-4860, hereinafter called "Consultant", party of the second part.

**RECITALS**

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the Project Manager shall mean \_\_\_\_\_, \_\_\_\_\_ Department at (772) \_\_\_\_\_ or his/her designee.

**NOTICES**

City Project Manager: \_\_\_\_\_, \_\_\_\_\_ Department  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-\_\_\_\_ - \_\_\_\_\_ Fax: 772-\_\_\_\_\_  
Email:

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Consultant  
L. Carson Bise, II, AICP  
TischlerBise, Inc.  
4701 Sangamore Road, Suite S240  
Bethesda, MD 20816  
Telephone: 301-320-6900  
Fax: 301-320-4860  
Email: [carson@tischlerbise.com](mailto:carson@tischlerbise.com)

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Consultant has agreed to perform pursuant to the Electronic Request for Proposal (E-RFP) which is incorporated herein by this reference, is for performing an Impact Fee Study for the City.

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and continue for a period of one hundred twenty (120) calendar days. The Contract will terminate on \_\_\_\_\_. In the event all work required in the Proposal has not been completed by the specified date for each event, the Consultant agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered

## SECTION III COMPENSATION

The total amount to be paid by the City to the Consultant is seventy thousand five hundred (\$70,500.00) including all reimbursable expenses. Payments will be disbursed in the following manner:

**Progress Payments-** Partial payments may be made calculated from the percentage of work completed and in place will be made net thirty (30) days after the receipt of the pay request. Partial Release of Liens from all consultants, sub-consultants, suppliers for materials and sub-sub consultants are to be attached to each invoice.

The Consultant shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Contract Supervisor as provided in Section X.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

## SECTION IV CONFORMANCE WITH PROPOSAL

The materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal (RFP) and Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION V  
INDEMNIFICATION/INSURANCE**

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

The Consultant shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of

## City Impact Fee Study

liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Professional Liability and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120044 for Impact Fee Study for the City of Port St. Lucie shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent consultants and sub-consultants utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

The Consultant shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

It shall be the responsibility of the Consultant to ensure that all sub-consultants comply with the same insurance requirements referenced above.

City Impact Fee Study

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

## **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub-consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work is started.

## **SECTION VIII COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and agrees to follow all applicable laws, ordinances and codes. Further, Consultant shall, at Consultant's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

## **SECTION IX NOTICE OF PERFORMANCE**

Following the Consultant's performance of work required under this Contract, Consultant shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Consultant's Notice of Performance, which is further addressed in Section XIII of this Contract.

**SECTION X  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Contract Supervisor shall conduct inspection as soon as practicable after receipt of the Consultant's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or is substandard, then the Contract Supervisor shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Consultant with the opportunity to correct, remedy, or fix, within thirty (30) days from the date of notice of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Consultant of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XI  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

**SECTION XII  
LICENSING**

The Consultant warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XIII  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XIV  
ASSIGNMENT**

The Consultant shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Consultant hereunder without first obtaining the written consent of the City.

**SECTION XV  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Consultant refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure completion within the time specified in this Contract, the

## City Impact Fee Study

City by written notice to the Consultant, may terminate Consultant's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred for such material. Consultant and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Consultant's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Consultant shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Consultant and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Consultant to proceed shall not be terminated nor shall the Consultant be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of another Consultant in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any sub-consultant occasioned by any of the above mentioned causes. However, the Consultant must promptly notify in writing to the City of the delay in performing work. Consultant shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

## SECTION XVI LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XVII  
APPROPRIATION APPROVAL**

The Consultant acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XVIII  
RENEWAL OPTION**

Not applicable to this Contract.

**SECTION XIX  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of or altering in any manner whatsoever, this Contract or Contract documents.

*Balance of page left intentionally blank*

City Impact Fee Study

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

\_\_\_\_\_  
City Manager

ATTEST:

By:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of TischlerBise, Inc.

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(please print)

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large

My Commission Expires \_\_\_\_\_.

(seal)

Evaluation Committee Meeting Summary  
E-RFP #20120044 - City Impact Fee Study  
June 19, 2012 - 10:30 AM

I am Robyn Holder, Contract Specialist on this project. This meeting is being recorded for accuracy purposes. We are here for the evaluation of E-RFP #20120044 City Impact Fee Study that the City wishes to conduct.

The individual score sheets have been passed out for the Committee members to review. All Committee members scored TischlerBise, Inc. as the number one firm and varied on the other two firms. I will open the meeting up for discussions on the proposals.

Committee Member #1 - EF  
Committee Member #2 - BK  
Committee Member #3 - DR

Committee member #1 began by stating he felt all firms had good solid backgrounds and probably had the capabilities to produce the report so he felt it came down to price and time. TischlerBise, Inc. had the lowest price and the shortest time frame to complete the project.

Committee member #2 interjected and stated that if you look at the number of hours proposed and the dollar amount they proposed - they were not the lowest price per day.

Committee member #3 jumped in by stating that she scored Walter H. Keller so low and they did perform the last study. I recall that there were issues with the method of collecting the impact fees and there were some litigation issues resulting from that. So as I was reading the last study, one of the things that jumped out at me was that they recommended a change in the way we would be collecting fees on behalf of the County. Ultimately there was litigation over this.

Is that the storm water fee?

Committee Member #3: No, on the collection of the impact fees and there was, this dates back to 2008 when it was going on and a final judgment was issued and we were told in that final judgment that we did have to collect the fees and that we could not make a challenge. So, I talked to the City Attorney's Office about it, I said, "did we lose this? as I was reading through it. He said, "We didn't lose, we settled." So I just didn't feel comfortable scoring them well. The other thing that jumped out at me on their presentation was that they say they have, on page A3 in their table, they said that they have three (3) full time personnel, and yet below that they actually identify five (5) people, not including their legal staff. So I kind of wondered about that, do they have three (3) or do they have five (5)?

Committee Member #3: And the fact that they only have three (3) also concerns me, in their ability to perform in the timeframe. I also understand from the Legal Department that once we

got to this point of this litigation, that Mr. Keller became non-responsive and we did not call him as an expert witness to witness for the City; so, thus my very low scores.

Committee Member #2: I want to say that if we didn't have to score on price and timeline, that Tindale-Oliver would have had a higher score from me, because, I did like their presentation. I liked the fact that they had a larger... TischlerBise, they're only three (3) people too. They're not that big.

Committee Member #3: I thought they were seven (7).

Committee Member #3: Well actually, if you look at them, they're just the two (2) of them plus their legal team on their ORG chart. I know Tindale-Oliver has done work with the County for the TPO and so I have dealt with them for issues with the County. They are very familiar with the City's roadway network. Which is a big issue also in terms of, from a planning perspective, but, I think what we would like to see is a way to fund other ways of transportation, and not just roadway, roadway expansion; and we would like to include sidewalk improvements or those types of things or possibly transit improvements in an impact fee study; and they just seem to be a little bit more experienced in trying to do mobility versus, but not necessarily mobility but trying to address different ways that you could do impact fees, different ways you can get funding for projects.

Committee Member #3: And that was Tindale-Oliver?

Committee Member #2: Yes. And they are Florida based? That also was important to me as well; and that's the one thing I didn't see in TischlerBise, they basically won on the fact that we had, for me, that I had to give them the highest score based on their price and their schedule. But, I didn't necessarily think they were the best proposal.

Committee Member #3: I found their proposal easier to read from a layman's perspective, TischlerBise; easier to read and understand. But, I did note as I looked through their proposal they also worked on the last Impact Fee Study along with Walt Keller.

Committee Member #2: Yes, they did.

Committee Member #3: And that concerned me as well. I did note though, for instance, in their table on page seven (7), while they've done a lot of studies in Florida, there's none on the Treasure Coast, so are they that familiar, or do they have a familiarity with our concerns, our needs. Where, as you pointed out Tindale-Oliver, having worked for Fort Pierce, St. Lucie County, and Martin County, I think they may have a better handle on what's going on here. My only concern with them was the assignment of what appears to be a very junior member performing the work.

Committee Member #2: That's what I thought too! They shouldn't have done that.

## City Impact Fee Study

Committee Member #3: Saying that he was going to perform 60% of the project.

Committee Member #2: I liked the woman that was the project manager. I thought her resume was good. But then again, TischlerBise is located in Maryland, so... how responsive would they be? They proposed one hundred twenty (120) days, but they are in Maryland, so, I can't figure that out. But they've also done outside the box kind of ideas.

Committee Member #1: Actually, I kind of liked the approach that they were going to take thinking outside the box, not being the planner; I thought some of the ideas were kind of out of the box.

Committee Member #2: But, they really don't tell you what their steps are. What's step one, step two, and step three? Their proposal is more of an overview of impact fees and processes, but they're not really spelling it out. Maybe they're waiting to meet with the staff.

Committee Member #1: That could be, I just felt, that they were discussing different ways of looking at it and different concepts. So to me it showed flexibility, in terms of, you know there's various ways that you can approach this, okay, how do we want to move forward with this?

Committee Member #2: But, I guess, I kind of thought Tindale-Oliver did that as well. I mean I think for me both of them were fine on the kind of going about finding different ways to do things.

Committee Member #1: I think that's sort of where I was I thought. Not knowing Keller's history with the City, I felt that all of them had different things that they would bring to the table. They had a lot of experience in doing the Impact Fees.

Committee Member #2: The other thing about Mr. Keller's proposal is it didn't really, it just said, to keep with what we did last time, and that I didn't think that was very good.

Committee Member #3: And that concerned me considering the litigation we went through.

Committee Member #1: I am certainly comfortable with going with TischlerBise. I understand what you're saying. If you look at their per hour cost, but I kind of did like the fact that it's really two senior people that are going to be working on the project and I thought that their proposal was just some out of the box thinking that could be valuable to the City.

Committee Member #2: What is their legal staff?

Committee Member #1: The legal that we're using...

Committee Member #2: Was it a Florida...?

## City Impact Fee Study

Committee Member #1: Yes, yes it was. It was in Tallahassee.

Committee Member #2: So, who's going to be charged if they have to come here?

Per the RFP, the fee that we asked for is inclusive of all reimbursable, such as travel or copies of reports, meetings, etc. It is a lump sum price.

Committee Member #1: The lawyer they were going to use was someone who did work in Sarasota County for nine (9) years. He's been the Assistant County Attorney and has dealt with all the Impact Fees at Sarasota County.

Committee Member #3: What is the, if you break it down by hours, what is the cost?

Committee Member #1: I'd say that if you look at the hours, I'd say she's correct, because if you take their price and you divide it by their estimated hours, they certainly do end up being the highest, but they can only charge the price they submitted no matter how many or few hours they put into it.

Committee Member #1: If they end up doing one hundred sixty (160), if it takes him one hundred sixty (160) days, which hopefully it doesn't, but they basically pledge to get this done in one hundred (120) days.

Committee Member #3: Is this going to be a flat lump sum contract with no possibility of cost overruns?

Robyn: Not unless the scope of work is changed and it's approved by the City Council and the City Manager.

Committee Member #1: It would only be if the scope were to be expanded.

Correct. If the City requested something outside of what the original RFP asked for, then the cost could be adjusted, but the RFP asked for a not to exceed price including all reimbursable, so if they have to travel, if they have reproductive costs, anything like that, that's all included in their flat lump sum fee, no matter how many hours they have to work on it.

Committee Member #3: I noticed on TischlerBise's submittal, they did say on several of their other projects that they identified there had been no cost overruns. Of course, we don't know what those contracts were, but also noted that they repeatedly said, would provide assistance on an ongoing basis at no charge; which, that rang in my ears, based on what I had learned about Keller's silence, so to speak, when we ran into issues on the last one. What sorts of issues have there been that you're aware of with the last one, from a planning perspective?

Committee Member #2: We wouldn't be involved in the legal issue.

## City Impact Fee Study

Committee Member #3: No, I don't mean legal issues, but just administration wise.

Committee Member #2: What we want to see from a planning and zoning department is that, this might not have anything to do with the proposals, it's just that in processing the roadway impact fees that this City have, the way it was done, it was based on a per square foot fee and the county's is based on per thousand (1000) square foot feet. The law was based on a one thousand (1000), so it was just different. We kind of would want one so that everything is uniform. This one wasn't as uniform, and I think that the issues that arose were the fact that between the City and the County, it was having different Impact Fees. But I'm not sure, now I think that might be resolved. From our perspective, it was just done a little differently than how they had been done in the past in terms of the formula. So you had to have a spreadsheet that looked at everything, so it was a little confusing when explaining it to people.

Committee Member #2: As the actual study moves forward, will, in addition to planning and zoning, will Engineering, Parks and Recreation be involved?

I have don't know who will be involved in the actual study.

Committee Member #3: Since they're the ones who benefit from the fees.

Committee Member #3: I think the City Manager's office is leading this.

Committee Member #3: Okay.

The City Manager would consult who he feels he needs to.

Committee Member #3: I did notice or read his memo that he gave to the Council last week at the meeting and he pointed out concerns about differences in the County and the City. He said one of his goals was for the review effort was to achieve a balance between having the objective of having development address its impact with the objective and ensuring the cost of fees is not so high that it puts the City as a competitive disadvantage with other jurisdictions and I know that's his goal in a lot of areas even with the way your department and my department review site plans. Let's be more customer friendly, you and I talk about that on the bonds recently.

Committee Member #2: I think we just end up with high impact fees. But I don't know that it was necessarily the person preparing the Impact Fee Study's fault. It was just that they were very costly for roadways. It was high and the City had high fees, the County had a high fee, then we did public buildings that were also very high, so that's an issue. But that's not necessarily the fault of the person doing it the study, it's going to be based on costs. If we're going to try to look outside the box and find ways to fund projects. Both Tindale-Oliver and TischlerBise had ways to approach it and I think that's something both of them would be fine in my book for. How can we get funding for these industries or for these needs without necessarily being so expensive or being so based on just level of service? In the past, that was Mr. Keller's approach with the City

level of service requirements. For me looking at it a different way, it's probably going to be what the City Manager's looking at, I think. He tends to be the kind to think outside the box.

Committee Member #3: And he's a planner.

Committee Member #1: That's one of the things I liked about TischlerBise, they seemed liked they did some out of the box thinking.

Committee Member #2: I'm fine with either of those two.

Committee Member #3: The one thing I noted that I thought was a mistake on their part was on page nine (9), they talked about "this is something Port St. Lucie may want to consider, separate fees for development in downtown areas", that show's they are not familiar with Port St. Lucie. That's the only thing and the fact that they did not have Treasure Coast experience that jumped out at me. I also liked on page twelve (12) of TischlerBise near the top, that second paragraph right above sixteen (16), that they talked about one of the things they deal with is the pressure between development and the elected officials and obviously administration. So they're aware of that, that there can be issues going in.

Based on your discussions, does the Committee want to do a group scoring now or does the Committee feel comfortable with their individual scoring, and how the companies ranked?

Committee Member #1: To me, I'm comfortable with it, I took kind of different view going from what the planners and utilities would look at.

Committee Member #2: If negotiations were with number one fail....

There will not be any negotiations, this was a lump sum fee including all reimbursable.

Committee Member #2: So we don't have to worry about the possibility of Keller coming back to us?

Robyn: This is based on the criteria that was sent out in the RFP, which you did your scoring based on that criteria; which did include price. So, there is no negotiation.

Committee Member #3: Then I'm okay with the ranking.

Committee Member #2: Right, I'm okay as well, but let's say they drop out, what happens?

I don't foresee them dropping out. If they chose not to sign our contract, then we would go to the next person that you select. The ranking would determine that. It again goes back to my question, does the Committee want to rescore as a group, based on the knowledge that you put on the table, that would adjust the one, two, three order?

## City Impact Fee Study

Committee Member #3: My only fear is as you just brought up, if something did happen with TischlerBise, I would hope that we would not be again put in the position of having to use Keller.

Committee Member #2: I do know that, there were concerns with the last Impact Fee Study and that I would feel more comfortable if we could rank Tindale-Oliver and Associates second. That's just because, for me, they would have gotten the highest score if it wasn't just based on the schedule and the price. Those were weighted heavily because that was how the RFP was written, but I think in the best interest of the City, that we should be focused on someone getting a kind of different approach to impact fees than we've had in the past and Mr. Keller's proposal is just basically to update what was done previously and I think what the City is looking for is something a little bit different.

Again the question is, does the Committee feel that they would need to rescore as a group, or does the Committee want to go directly to ranking?

Committee Member #2: I don't know how you rescore it if it is weighted heavily in terms of price and time.

Committee Member #1: Well, because there are some things that you can rescore. To me, I simply thought that based upon the reading of their proposals and the information on the firms, that I was pretty much comfortable feeling like that the time it would take to get it done and the price were really the determining factors. I would say at this point in time, based upon the discussion we have had in this meeting that I would look differently than in terms of some of the scoring that I've had on Walter H. Keller's proposal. I would think based upon the previous impact fee experience, I looked at all of them and said, "You know, they've got quite a bit of experience". It sounds like our experience from the City's standpoint with Keller that his performance was not quite up to what it should have been previously. So, based upon that, my Group Score would end up changing from what I had previously I'd given them. It was a five (5) and I'm thinking, based upon the discussions, especially the fact that, if they can't really step up to the plate, I'd be more inclined to change that to be a three (3) rather than being a five (5). That's their previous project impact study with the City. So that would certainly be one thing. Also looked at the fact that they had three (3) people, my feeling was well, I think the other people that they're looking at are probably the people that they're really going to contract with or that was a little bit inconsistent. Maybe what we could say that our experience with Walter H. Keller was less the pleasant on this last go round. So I would probably make my Group Score change that five (5) to a four (4) and then on the project approach, based upon our discussions about TischlerBise and Tindale-Oliver they had some innovative approaches where Mr. Keller seems like we're going to take the same approach as we did before, which can be good or bad, it's something that is tested to a certain extent in the courts. I think part of the issue as I recall was a suit between the County and the City is that the City just didn't want to collect the Impact Fees, where the County position was, it's your problem.

Committee Member #3: But that was a recommendation in Keller's study.

## City Impact Fee Study

Committee Member #1: I'd probably change that to a four (4). So I think, based upon that, I'll let you do the math and we'll see where that goes, because I know there were different weights on these things as I recall.

There have been discussions about the previous Impact Fee Study prepared by Walter H. Keller and one of the Committee members has brought up a lot of insight as far as the litigation that went on with the Impact Fees and things like that.

Committee Member #1: I wouldn't say so much insight, as historical information, but it is public record, and I think it is relevant to the decision.

So now, some of the Committee members can use Colum D to Group Score if they feel the information discussed in this meeting would change their individual scoring.

Committee Member #1: Well based upon that, I would like to Group Score.

Committee Member #3: So do we all have to rescore?

No, only those who feel they should adjust their scores based on the information discussed in this meeting. Then you can certainly rescore in the group column, that's why that group column is there, because when you have a committee and you discuss what you saw in the proposals or what you might have missed and historical knowledge of the proposers, that is very important. So now if you want to rescore, please do so now using Column D.

Committee Member #2: I just want to say that I think the questions are somewhat hard to rank on, not the questions but what confused me when it came to this previous Impact Fee Experience, is judging their experience or their experience with the City. Typically are you supposed to be looking at not just that they have the experience but how well they did with the position, and I guess that's what I missed.

In an Impact Fee proposal you look at what they have in their proposal, and why we don't ask for their experience with the City is because we know their experience, but that still gets counted in there.

Committee Member #2: Okay, that I didn't do, I was just giving everybody, if they said they had experience the same.

I think we made them list that experience, didn't we?  
Yes.

Committee Member #2: Then I would like to Group Score as well.

We will recess for just a few minutes and let me re-tally up the scores. We will reconvene at 11:15 am.

## City Impact Fee Study

The Committee reconvened at 11:15 am. The Group Scores were passed out for review and comment. The Committee will now need to decide how they would like to proceed. The options are to accept the Group scores and proceed to Presentations or agree Presentations are not needed and go directly to Ranking.

The Committee unanimously voted to accept the Group Scores, forego presentations and rank the firms as follows:

1. TischlerBise, Inc.
2. Tindale-Oliver & Assoc., Inc.
3. Walter H. Keller, Inc

The Committee recommends the City Council approve the award to TischlerBise, Inc. and if for any reason TischlerBise, Inc does not enter into a contract with the City, the second ranked firm be offered the contract.

We no further business, the meeting is adjourned.

Evaluation Committee Meeting  
 E-RFP #20120044  
 City Impact Fee Study  
 June 19, 2012 @ 10:30 am

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Ruby Heibel	City of Pskov	Heibel.Ruby@cityofpskov.com	T 873-64227 F 873-6405
2.	Donna Rhoden	P.S.C. - U.S.D.	d.rhoden@cityofpskov.com	T 873-6427 F 873-6405
3.	Edward W. Fry, Jr.	Port of Lucie		T F
4.	Bridget Renee	P & Z	br@pskov.com	T 873-6489 F
5.				T F
6.				T F
7.				T F
8.				T

Criteria	Weight	TischlerBise, Inc.	Total	Tindale-Oliver & Assoc	Total	Walter H. Keller, Inc.	Total
Firms Qualifications & Capabilities	2	4	8	5	10	4	8
Experience & Expertise of Key Personnel	2	3	6	4	8	3	6
Previous Impact Fee Experience	4	3	12	5	20	2	8
Price	6	5	30	0	0	3	18
Proposed Time Schedule	2	5	10	3	6	2	4
Project Approach	4	5	20	4	16	1	4
<b>Total</b>	<b>DR</b>		<b>86</b>		<b>60</b>		<b>48</b>
Firms Qualifications & Capabilities	2	5	10	5	10	5	10
Experience & Expertise of Key Personnel	2	5	10	5	10	4	8
Previous Impact Fee Experience	4	5	20	5	20	3	12
Price	6	5	30	0	0	3	18
Proposed Time Schedule	2	5	10	3	6	0	0
Project Approach	4	5	20	5	20	4	16
<b>Total</b>	<b>EF</b>		<b>100</b>		<b>66</b>		<b>64</b>
Firms Qualifications & Capabilities	2	4	8	5	10	3	6
Experience & Expertise of Key Personnel	2	4	8	5	10	4	8
Previous Impact Fee Experience	4	5	20	5	20	3	12
Price	6	5	30	0	0	4	24
Proposed Time Schedule	2	5	10	3	6	1	2
Project Approach	4	3	12	5	20	4	16
<b>Total</b>	<b>BK</b>		<b>88</b>		<b>66</b>		<b>68</b>
<b>Total All Points</b>			<b>274</b>		<b>192</b>		<b>180</b>

6/22/2012

Committee Group Scoring  
for E-RFP # 20120044

<b>Firm</b>	<b>Total</b>	<b>Ranking</b>
TischlerBise, Inc.	274	1
Tindale-Oliver & Assoc	192	2
Walter H. Keller, Inc.	180	3

Criteria	Weight	TischlerBise. Inc.	Total	Tindale- Oliver & Assoc	Total	Walter H. Keller, Inc.	Total
Firms Qualifications & Capabilities	2	4	8	5	10	4	8
Experience & Expertise of Key Personnel	2	3	6	4	8	3	6
Previous Impact Fee Experience	4	3	12	5	20	2	8
Price	6	5	30	0	0	3	18
Proposed Time Schedule	2	5	10	3	6	2	4
Project Approach	4	5	20	4	16	1	4
<b>Total</b>	<b>DR</b>		<b>86</b>		<b>60</b>		<b>48</b>
Firms Qualifications & Capabilities	2	5	10	5	10	5	10
Experience & Expertise of Key Personnel	2	5	10	5	10	5	10
Previous Impact Fee Experience	4	5	20	5	20	5	20
Price	6	5	30	0	0	3	18
Proposed Time Schedule	2	5	10	3	6	0	0
Project Approach	4	5	20	5	20	5	20
<b>Total</b>	<b>EF</b>		<b>100</b>		<b>66</b>		<b>78</b>
Firms Qualifications & Capabilities	2	4	8	5	10	4	8
Experience & Expertise of Key Personnel	2	4	8	5	10	4	8
Previous Impact Fee Experience	4	5	20	5	20	5	20
Price	6	5	30	0	0	4	24
Proposed Time Schedule	2	5	10	3	6	1	2
Project Approach	4	3	12	5	20	4	16
<b>Total</b>	<b>BK</b>		<b>88</b>		<b>66</b>		<b>78</b>
<b>Total All Points</b>			<b>274</b>		<b>192</b>		<b>204</b>

6/22/2012

Committee Individual Scoring  
for E-RFP # 20120044

<b>Firm</b>	<b>Total</b>	<b>Ranking</b>
TischlerBise, Inc.	274	1
Tindale-Oliver & Assoc	192	3
Walter H. Keller, Inc.	204	2

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **TischlerBise, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
D. Price	6	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
E. Proposed Time Schedule	2	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
F. Project Approach	4	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin III. King, Jr. Dept.: Finance  
Signature: Edwin III. King, Jr. (please print) Date: June 19, 2012

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Tindale-Oliver & Associates, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 <u>5</u>	0 1 2 3 4 <u>5</u>
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 4 <u>5</u>	0 1 2 3 4 <u>5</u>
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 <u>5</u>
Comments:			
D. Price	6	<u>0</u> 1 2 3 4 5	<u>0</u> 1 2 3 4 5
Comments:			
E. Proposed Time Schedule	2	0 1 2 <u>3</u> 4 5	0 1 2 <u>3</u> 4 5
Comments:			
F. Project Approach	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 <u>5</u>
Comments:			

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The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin N. Fry, Jr. Dept.: FINANCE  
Signature: Edwin N. Fry, Jr. (please print) Date: June 19, 2017

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Walter H. Keller, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 <u>5</u>	0 1 2 3 4 <u>5</u>
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 <u>4</u> 5	0 1 2 3 4 <u>5</u>
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 <u>3</u> 4 5	0 1 2 3 4 <u>5</u>
Comments:			
D. Price	6	0 1 2 <u>3</u> 4 5	0 1 2 <u>3</u> 4 <u>5</u>
Comments:			
E. Proposed Time Schedule	2	0 1 2 3 4 5 <u>5</u>	0 1 2 <u>3</u> 4 5
Comments:			
F. Project Approach	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 <u>5</u>
Comments:			

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The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin H. Fog, Jr. Dept.: Finance  
 Signature: Edwin H. Fog, Jr. (please print) Date: June 19, 2012

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **TischlerBise, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
D. Price	6	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: <i>Lowest price</i>			
E. Proposed Time Schedule	2	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments: <i>Shortest time</i>			
F. Project Approach	4	0 1 2 3 4 (5)	0 1 2 3 4 5
Comments:			

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The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: *Deanna W. [unclear]* Dept.: *Water Systems*  
(please print)  
Signature: *Deanna W. [unclear]* Date: *6-15-12*

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Tindale-Oliver & Associates, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 3 4 <u>5</u>	0 1 2 3 4 5
Comments:			
D. Price	6	<u>0</u> 1 2 3 4 5	0 1 2 3 4 5
Comments: <i>highest price</i>			
E. Proposed Time Schedule	2	0 1 2 <u>3</u> 4 5	0 1 2 3 4 5
Comments:			
F. Project Approach	4	0 1 2 3 <u>4</u> 5	0 1 2 3 4 5
Comments:			

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The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: *Diana Williams* Dept.: *Planning & Programs*  
(please print)  
Signature: *Diana Williams* Date: *6-18-12*

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Walter H. Keller, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
C. Previous Impact Fee Experience	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments:			
D. Price	6	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
E. Proposed Time Schedule	2	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments: <i>longest time</i>			
F. Project Approach	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			

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The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: *[Signature]* Dept.: *Utility Systems*

Signature: *[Signature]* (please print) Date: *6-18-13*

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **TischlerBise, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Price	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Proposed Time Schedule	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Project Approach	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Kee  
(please print)

Dept.: P&Z

Signature: Bridget Kee

Date: 6/18/12

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Tindale-Oliver & Associates, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			
D. Price	6	(0) 1 2 3 4 5	(0) 1 2 3 4 5
Comments:			
E. Proposed Time Schedule	2	0 1 2 (3) 4 5	0 1 2 (3) 4 5
Comments:			
F. Project Approach	4	0 1 2 3 4 (5)	0 1 2 3 4 (5)
Comments:			

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridgett Kean Dept.: P&Z  
(please print)  
Signature: Bridgett Kean Date: 6/18/12

E-RFP # 20120044

Title: City Impact Fee Study

Respondent: **Walter H. Keller, Inc.**

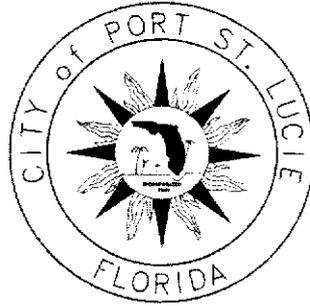
A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm Qualifications & Capabilities	2	0 1 2 <u>3</u> <del>4</del> 5	0 1 2 <u>3</u> 4 5
Comments:			
B. Experience & Expertise of Key Personnel	2	0 1 2 3 <u>4</u> 5	0 1 2 3 <u>4</u> 5
Comments:			
C. Previous Impact Fee Experience	4	0 1 2 <u>3</u> <del>4</del> <del>5</del>	0 1 2 <u>3</u> 4 5
Comments:			
D. Price	6	0 1 2 3 <u>4</u> 5	0 1 2 3 <u>4</u> 5
Comments:			
E. Proposed Time Schedule	2	0 <u>1</u> 2 3 4 5	0 <u>1</u> 2 3 4 5
Comments:			
F. Project Approach	4	0 1 2 3 <u>4</u> 5	0 1 2 3 <u>4</u> 5
Comments:			

**Instructions to Evaluator:** Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Bridget Keen Dept.: P+Z  
(please print)  
Signature: Bridget Keen Date: 6/18/12

**CITY OF PORT ST. LUCIE**



**E-RFP #20120044**

**ELECTRONIC REQUEST FOR PROPOSALS (E-RFP)  
IMPACT FEE STUDY FOR THE CITY OF PORT ST. LUCIE**

Prepared By: Robyn Holder, CPPB  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4293  
[rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

**ELECTRONIC REQUEST FOR PROPOSALS**  
**IMPACT FEE STUDY FOR THE CITY OF PORT ST. LUCIE**

Electronic RFP (E-RFP) #20120044 for an updated Impact Fee Study for the City of Port St. Lucie will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3<sup>rd</sup> Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than **3:00:00 pm on May 24, 2012.**

Electronic replies will be the **only** method allowed for Proposers to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. Submittals will be done through a secure locked box. Proposers can only view/submit their Electronic Proposal and will not have access to any other Proposer's submittal. The Proposer's submittal may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic submittal. The City will then open the E-RFPs. Proposers who are electronically submitting for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to [supplierservices@onvia.com](mailto:supplierservices@onvia.com)

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals submitted after the time specified be accepted or considered. Such proposals will be rejected. It is the sole responsibility of the Proposer to ensure that his or her proposal is uploaded to Demandstar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

For the purpose of this RFP, the term Proposer and Consultant may be used interchangeably.

**NOTE: The City will not accept proposals from firms that have or have had adversarial relationships with the City or firms that have represented entities that have or have had adversarial relationships with the City. This includes the firm, its employees and their financial or legal interests.**

Robyn Holder, CPPB  
Office of Management and Budget

**CAUTION**

**It is suggested that you upload your response in adequate time to assure that it will be posted on the day prior to the closing date.**

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ATTACHMENTS (not included in this E-RFP):  
EXHIBIT A - IMPACT FEE STUDY FROM 2005  
EXHIBIT B - CURRENT IMPACT FEES

## **OVERVIEW**

The City of Port St. Lucie, Florida solicits proposals from qualified firms, individuals or legal entities experienced in performing Impact Fee Studies for municipalities. The City has determined that an update for fees is required to analyze the overall structure and assumptions for the current impact fees; transportation, law enforcement, public buildings and parks and recreation. The Contract period is estimated at one hundred eighty (180) calendar days with no option for renewal.

## **CITY BACKGROUND**

The City of Port St. Lucie is located approximately thirty five (35) miles north of Palm Beach along the East Coast of Florida and east of Lake Okeechobee's most northern parallel. Port St. Lucie is the fastest growing community in the state of Florida and the largest city along the Treasure Coast. There are three (3) major north-south highways; Interstate 95, the Florida Turnpike and U.S. Highway #1 that serve Port St. Lucie.

The city encompasses one hundred sixteen (116) square miles; a master planned development community located in southern St. Lucie County and has a population of over one hundred sixty-six thousand (166,000) at a fifty seven (57%) percent build-out. In 1970 the city had a population 330 residents.

## **INTENT**

It is the intent of the City to enter into a Contract with one (1) qualified firm, individual or legal entity to perform an Impact Fee Study. The last Impact Fee Study was performed in May of 2005 and is attached as Exhibit "A". The selected Proposer shall recommend to the City any changes to the existing Impact Fee schedule to ensure that the fees are appropriate given changes in State Law, industry trends and other factors; technically supportable and inclusive of the current fees. The Proposers shall provide, with the submittal package, verification that they have been engaged in performing Impact Fee Studies for a minimum of two (2) years and that they are qualified and experienced in performing and providing Impact Fee Studies for municipalities in the State of Florida.

## **SCOPE OF SERVICES**

- Completion of a technical feasibility study that sets forth recommendations and prioritizes the facilities and services to be considered for impact fees. The study should indicate the proportional benefit, and the rational and legally defensible issues, as well as how the other impact fee requirements can be met. Data requirements and other necessary resources should also be identified.
- Review of the existing capital improvement plans contained in the Strategic Plans that the City has developed and to identify the demands placed on public facilities by growth and the means by which the City will attempt to meet those demands.
- Preparation of an impact fee proposal, consisting of an analysis of existing data, plans and policies; a description of research and study methodology, and fee collection recommendations. The proposal should also contain the proposed project schedule, including starting and completion dates and other benchmarks.
- Preparation of an impact fee analysis including:
  1. Identifying the impact of growth on the need for capital facilities to be supported by the fee
  2. Demonstrate a reasonable relationship between the impacts of growth and the capital facilities programmed for development.

## Impact Fee Study

3. Estimating the proportionate share of the costs of the impacts of growth on the need for capital facilities
  4. Identifying the methodology used and how the impact fees are calculated.
- Involvement of the City staff in development of the fee schedules.
  - Attending Public Meetings as needed throughout the study and implementation.
  - Drafting and presentation of ordinances to adopt fees for review by the City's Legal Office. The ordinances shall include, but not be limited to the following elements:
    1. Introduction
    2. Findings/Purpose
    3. Rules of Construction
    4. Definitions
    5. Imposition of Fees
    6. Fee Schedule (index to cost of living) for annual increases
    7. Establishment of Impact Fee Funds
    8. Use of Impact Fees
    9. Refunds
    10. Exemptions
    11. Offsets and Credits
    12. Relief and Appeals
    13. Periodic Review of Fees
    14. Penalties
    15. Development of an administrative policy, which shall assign responsibilities for the duties enumerated in the Ordinance, set forth procedures to be followed and include forms to be used.
  - Training of City staff in the skills, methods and process involved in fully documenting fee costs, including updating of fees after this project is completed. This would include providing all computer files and templates used in the preparation of the report in a format that can be used with the City's software.

## INQUIRIES

All questions related to the Request for Proposal must be directed to Robyn Holder, CPPB in the Office of Management & Budget Department. She can be reached at (772) 344-4293. Questions shall be submitted in writing no later than seven (7) days prior to the bid opening date. To ensure fair consideration for all proposers, it is clearly understood that Ms. Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

## RESPONSES

All responses are to be uploaded to [www.Demandstar.com](http://www.Demandstar.com). Proposers are requested to submit the following information:

**VERY IMPORTANT: All respondents shall submit their proposals in this same order. All submittals shall be uploaded to Demandstar. No hard copies will be accepted.**

## Impact Fee Study

- a) Proposer's Questionnaire - Each Proposer is required to submit the attached questionnaire located on pages 12 – 21.
- b) Certificate of Insurance – Each Proposer is required to submit a Certificate of Insurance currently held by the firm.
- c) Sub-consultants - Each Proposer is required to provide a list of all sub-consultants they intend to use for this project, if applicable. List sub-consultants on the Proposer's Questionnaire.
- d) Price - Provide a breakdown of tasks with the proposed man hours and rates to complete the project.
- e) Additional Information - The Proposer may include brochures, statements, literature or other information that would assist the City in evaluating the Proposer's qualifications and capabilities.
- f) W-9 Form – Each Proposer is required to submit a W-9 form (provided as an Attachment).
- h) Licenses - Each Proposer is required to submit all licenses and certifications that may be required to perform Impact Fee Studies for the City of Port St. Lucie.

Proposers are required to submit all documents electronically. **No hard copies will be accepted.**

Responses must be uploaded to Demandstar no later than **3:00:00 pm on May 24, 2012.**

### **QUESTION & ANSWER SESSION**

Proposers that have been selected for the final short list may be expected to render a question and answer session to further clarify the firm's staff qualifications and overall capabilities.

### **TENTATIVE SCHEDULE**

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

#### Review and Selection Process:

April 20, 2012	Broadcast Date
May 24, 2012 @ 3:00:00 pm	Proposals due
TBD	Evaluation Committee Meeting*
If requested by Committee	Question & Answer Session
TBD	Proposed City Council Approval

\*Committee will meet in the Conference Room in the Office of Management & Budget Department, at 2:00 pm.

### **EVALUATION AND AWARD**

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting proposals deemed to be responsive will be evaluated using the evaluation criteria set forth herein.

Impact Fee Study

1. Firm Qualification and Capabilities:
  - a. Abilities and capabilities of firm to perform services of this type.
  - b. Certification of personnel.
  - c. Firm history.
  - d. Proposed organizational chart, including sub-consultants, if applicable.
2. Experience & Expertise of key personnel:
  - a. The Proposer should have proven professional and work experience in preparation of impact fee schedules. Resumes are to be attached to the Questionnaire.
3. Previous Impact Fee Experience:
  - a. List projects in Florida that illustrates the team's ability to accomplish the project.
4. Price:
  - a. Provide a breakdown of tasks with the proposed man hours and rates to complete the project.
5. Proposed time schedule:
  - a. Provide a proposed work schedule including the number of calendar days needed to complete the project.

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Firm Qualifications & Capabilities.....	10 points
b) Experience & Expertise of key personnel.....	10 points
c) Previous Impact Fee Experience.....	20 points
d) Price .....	30 points
e) Proposed time schedule.....	10 points
f) Project Approach .....	20 points
Total Maximum Points	100

**1. GENERAL REQUIREMENTS**

**1.1 Request for Proposal** - All requirements contained in the RFP are hereby incorporated in this specification.

**1.2 Cost of Preparation of Proposal** - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.

**1.3 Qualifications** - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all licenses and certifications required to perform Impact Fee Studies in the City of Port St. Lucie with the E-Bid Reply documents. Performance history, list of projects recently completed and/or currently in process and the experience of the principal members of the Proposer's organization must be furnished within seven (7) days, *if requested*.

**1.4 Award of Contract** - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposer whose qualifications indicate the award will be to the best

## Impact Fee Study

interest of the City and whose proposals shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposers and the City is satisfied that the Proposers are qualified to do the work.

**1.4.1 Local Preference Policy** - Chapter 35.12 Local Preference Policy will not apply.

**1.4.2 Default** - If the selected Proposer to whom the Contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Proposer shall be considered in default and the City shall have the right to award the contract to an alternative Proposer.

**1.5 Timeliness of Submittal** - All proposals must be uploaded to Demandstar by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be uploaded after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal be posted to Demandstar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted. No hard copies will be accepted.

**1.5.1 Right to Reject** -The City Council reserves the right to waive irregularities, rejects and/or accepts any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

**1.5.2 Proposal Opening Extension** - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.5.3 Checklist** - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposal Reply Sheet.

**1.6 Execution of Contract** - After the recipients of the award have been determined and necessary approvals obtained, the City will prepare the Contract to be executed by all selected Proposers. The Contract will be in substance the same as the Sample Contract given to the Proposer in the Request for Proposals (RFP). The selected Proposers will be required to execute the Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed by all parties.

**NOTE: The selected Proposers will be required to accept the terms and conditions of the City's contract. If Proposer cannot accept these terms and conditions of the City's contract, a bid should not be submitted.**

**1.7 Failure to Execute Contract** -Failure on the part of the selected Proposer to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation as required will be just cause for the annulment of the award.

**1.8 Subcontracting or Assigning of the Contract** - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation

## Impact Fee Study

without the written consent of the City. Each Proposer shall list all sub-consultants and the work provided by the suppliers with the proposal submitted.

**1.9 Time of Award** - The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal (RFP) before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFP award.

**1.10 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.10.1 Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.11 City's Public Relations Image** – The selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

**1.12 Cooperative Purchasing Agreement** - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposers.

**1.13 Permits** – The Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

**1.13.1** The Proposers shall be required to complete a **W-9 Taxpayer Identification Form** provided with these specifications.

**1.14 Familiarity with Laws** – The Proposer is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility. The Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

## 2. SPECIAL REQUIREMENTS

**2.1 Deductions** - In the event the City deems it expedient to perform work which has not been done by the Proposer as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Proposer as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Proposer and/or deducted from payments due to the Proposer. Deductions thus made will not excuse the Proposer from other penalties and conditions contained in the Contract.

## 3. SPECIFIC REQUIREMENTS

**3.1 Proposer's Questionnaire** – Proposers are required to complete the Proposer's Questionnaire and submit it with their proposal package.

**3.2 Sub-Consultants** – Proposers shall list all sub-consultants on the Proposer's Questionnaire that they intend to use. The City reserves the right to reject the successful Proposer's selection of sub-consultants. Failure to include this list may be ample cause for rejection of RFP as non-responsive.

**4. INSURANCE REQUIREMENTS** – Proposers are required to submit a copy of their current insurance certificates with the E-RFP. The Proposers shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. **Insurance requirements are defined in the Contract Form.**

**4.1 Indemnification** – The Proposer shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and all persons employed or utilized by the Proposer in the performance of the Contract. As consideration for this indemnity provision the Proposer shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

**4.2 Right to Review** - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## 5. ADDITIONAL INFORMATION

**5.1 Collusion** - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

**5.2 Withdrawal of Proposals** - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "Electronic Request for Proposal" by removing the documents from Demandstar.

**5.3 Proposal Information** - For information concerning procedures for responding to this E-RFP, contact Robyn Holder, CPPB at (772) 344-4293 or [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). Such contact is to be for

Impact Fee Study

clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will be transmitted only by Addendum by DemandStar.com. The Proposer, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Proposer to receive any and all E-RFP information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the E-RFP, made or given prior to the E-RFP award. The Proposer is responsible for verifying they have received all E-RFP Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential Proposers who receive a proposal package from other sources.

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**6. PROPOSER'S QUESTIONNAIRE**

**E-RFP #20120044  
Impact Fee Study**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Organization / Proposer

Submitted by: \_\_\_\_\_  
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation, answer the following:

When incorporated \_\_\_\_\_

In what State \_\_\_\_\_

Name of Officers:

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General Limited Partnership \_\_\_\_\_

Name and address of each partner:

\_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Impact Fee Study

5. Firm's previous names (if any)      What year(s) \_\_\_\_\_  
\_\_\_\_\_
6. Lump Sum price to perform all Impact Fee Studies including all reimbursables. \$ \_\_\_\_\_
7. How many years has your organization been conducting Impact Fee Studies? \_\_\_\_\_
8. Proposed project time schedule to complete the project:  
\_\_\_\_\_ calendar days
9. List the location of the office from which the work is to be performed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Describe organization profile, including the size, range of activities, licenses, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(This is a Word document – add lines if needed)

11. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

12. Identify the following team members: Project Manager, Project Engineer/Planner, Legal Advisor and all other Key Personnel that will be assigned to this project.

Team Member's Name & Role in Project	% of project effort will be conducted by this individual	Which Impact Fee will be done by this individual?	% of individual's time will be spent on this project?	How long has this individual been with the firm?

(This is a Word document. Insert resumes of personnel to demonstrate past performance on impact fee study projects that will be assigned to this contract. **Limit to one page per person.**)

Impact Fee Study

13. Firm's experience with Impact Fee Studies. Indicate which team member(s) worked on the Impact Fee Study.

Name	Impact Fee	Date	What Agency?

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

14. Provide an organizational chart identifying the relationship of the entity and sub-consultants (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Impact Fee Study required by the City.

15. State the firm's methodology for this project:

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(This is a Word document. Insert lines if needed)

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

17. State your firm's ability to meet budget and schedule:

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18. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

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Impact Fee Study

19. Identify any sub-consultant(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Consultant; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

---



---



---



---

(This is a Word document – add lines if needed)

21. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes (  )                      No (  )

If yes, please explain:

---



---

22. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

---



---

(N/A is not an answer - list all in this section)

23. List any judgments from lawsuits in the last five (5) years:

---



---

(N/A is not an answer - list all in this section)

24. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

---



---

(N/A is not an answer - list all in this section)

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

Impact Fee Study

26. Concerning Impact Fee Studies and Implementation, list the projects that best illustrate the **Florida** experience of the firm and current staff which is being assigned to this project. (List 5 projects that were completed within the last five (5) years.)

26.1) Name & Location of the project

---

The nature of the firms responsibility on this project

---

Project Owner's Representative name, address & phone number

---

---

Project user Agency's representative name, address & phone number

---

---

Date project was completed or is anticipated to be completed

---

Population of entity for which the Feasibility Study was done \_\_\_\_\_

Was Implementation part of this project? \_\_\_\_\_

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

---

---

---

Work for which the staff was responsible

---

Present status of this project

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

---

---

---

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

---

---

Impact Fee Study

\*\*\*\*\*

26.2) Name & Location of the project

---

The nature of the firms responsibility on this project

---

Project Owner's Representative name, address & phone number

---

Project user Agency's representative name, address & phone number

---

Date project was completed or is anticipated to be completed

---

Population of entity for which the Feasibility Study was done \_\_\_\_\_

Was Implementation part of this project? \_\_\_\_\_

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

---

---

Present status of this project

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

---

---

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

---

\*\*\*\*\*

26.3) Name & Location of the project

Impact Fee Study

The nature of the firm's responsibility on this project

---

Project Owner's Representative name, address & phone number

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Project user Agency's representative name, address & phone number

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---

Date project was completed or is anticipated to be completed

---

Population of entity for which the Feasibility Study was done \_\_\_\_\_

Was Implementation part of this project? \_\_\_\_\_

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

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Present status of this project

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

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26.4) Name & Location of the project

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The nature of the firms responsibility on this project

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Impact Fee Study

Project Owner's Representative name, address & phone number

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Project user Agency's representative name, address & phone number

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Date project was completed or is anticipated to be completed

---

Population of entity for which the Feasibility Study was done \_\_\_\_\_

Was Implementation part of this project? \_\_\_\_\_

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

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Present status of this project

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

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26.5) Name & Location of the project

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The nature of the firms responsibility on this project

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Project Owner's Representative name, address & phone number

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Impact Fee Study

---

Project user Agency's representative name, address & phone number

---

---

Date project was completed or is anticipated to be completed

---

Population of entity for which the Feasibility Study was done \_\_\_\_\_

Was Implementation part of this project? \_\_\_\_\_

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

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Present status of this project

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

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**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

<b>Addendum Number</b>	<b>Date Issued</b>

**AGREEMENT** - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

Impact Fee Study

**CERTIFICATION:**

This RFP is submitted by: I (print) \_\_\_\_\_ am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

**Proposer has read and accepts the terms and conditions of the City's standard contract:**

\_\_\_\_\_  
Signature Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Partnership:**

\_\_\_\_\_  
Print Name of Firm  
By: \_\_\_\_\_  
(General Partner)

**If Corporation:**

\_\_\_\_\_  
Print Name of Corporation  
By: \_\_\_\_\_  
(President)  
Attest: \_\_\_\_\_  
(Secretary)

**If Individual:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
**Date**

**(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)**

**CITY OF PORT SAINT LUCIE  
CONTRACT #20120044**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of consultant, address, Telephone No. ( ) \_\_\_\_ Fax No. ( ) \_\_\_\_\_, hereinafter called "Consultant", party of the second part.

**RECITALS**

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the Project Manager shall mean \_\_\_\_\_, \_\_\_\_\_ Department at (772) \_\_\_\_\_ or his/her designee.

**NOTICES**

City Project Manager: \_\_\_\_\_, \_\_\_\_\_ Department  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-\_\_\_\_ - \_\_\_\_\_ Fax: 772-\_\_\_\_\_  
Email:

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Consultant has agreed to perform pursuant to the Request for Proposal (RFP) which is incorporated herein by this reference, is for performing an Impact Fee Study for the City.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall begin on \_\_\_\_\_ and continue for a period of \_\_\_\_\_ months. The Contract will terminate on \_\_\_\_\_. In the event all work required in the Proposal has

not been completed by the specified date for each event, the Consultant agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered

### **SECTION III COMPENSATION**

The total amount to be paid by the City to the Consultant is \_\_\_\_\_. Payments will be disbursed in the following manner:

**Progress Payments**- Partial payments may be made calculated from the percentage of work completed and in place will be made Net thirty (30) days after the receipt of the pay request. Partial Release of Liens from all consultants, sub-consultants, suppliers for materials and sub-sub consultants are to be attached to each invoice.

The Consultant shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

### **SECTION IV CONFORMANCE WITH PROPOSAL**

The materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal (RFP) and Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION V  
INDEMNIFICATION/INSURANCE**

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

The Consultant shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Professional Liability and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120044 for Impact Fee Study for the City of Port St. Lucie shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty- (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent consultants and sub-consultants utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

The Consultant shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a

“Claims-Made” basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

It shall be the responsibility of the Consultant to ensure that all sub-consultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers’ Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employers’ Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an “Additional Insured.”

## **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub-consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work is started.

## **SECTION VIII FIELD CHANGES**

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract

Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Consultant. The Consultant shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

### **SECTION IX COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and agrees to follow all applicable laws, ordinances and codes. Further, Consultant shall, at Consultant's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

### **SECTION XI NOTICE OF PERFORMANCE**

Following the Consultant's performance of work required under this Contract, Consultant shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Consultant's Notice of Performance, which is further addressed in Section XIII of this Contract.

### **SECTION XII INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Contract Supervisor shall conduct inspection as soon as practicable after receipt of the Consultant's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or is substandard, then the Contract Supervisor shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Consultant with the opportunity to correct, remedy, or fix, within thirty (30) days from the date of notice of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Consultant of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

### **SECTION XIII ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

**SECTION XIV  
LICENSING**

The Consultant warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

The Consultant shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Consultant hereunder without first obtaining the written consent of the City.

**SECTION XVII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Consultant refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure completion within the time specified in this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred for such material. Consultant and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Consultant's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Consultant shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Consultant and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Consultant to proceed shall not be terminated nor shall the Consultant be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of another Consultant in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any sub-consultant occasioned by any of the above mentioned causes. However, the Consultant must promptly notify in writing to the City of the delay in performing work. Consultant shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

#### **SECTION XVIII LAW**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

#### **SECTION XIX APPROPRIATION APPROVAL**

The Consultant acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

#### **SECTION XX RENEWAL OPTION**

Not applicable to this Contract.

**SECTION XXI  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of or altering in any manner whatsoever, this Contract or Contract documents.

*Balance of page left intentionally blank*

Impact Fee Study

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

\_\_\_\_\_  
City Manager

ATTEST:

By:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative \_\_\_\_\_ company name \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(please print)

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large

My Commission Expires \_\_\_\_\_.

(seal)

**CHECKLIST**  
**E-RFP #20120044**

**Impact Fee Study for the City of Port St. Lucie**

Name of Proposer: \_\_\_\_\_

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- \_\_\_\_\_ Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- \_\_\_\_\_ Required W-9 as per Section 1.13.1 uploaded to Demandstar.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- \_\_\_\_\_ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- \_\_\_\_\_ Reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Proposer's Questionnaire uploaded to Demandstar (pages 12 -21).
- \_\_\_\_\_ List of all sub-consultants (list on the Questionnaire).
- \_\_\_\_\_ Organizational Chart.
- \_\_\_\_\_ Resumes of key personnel that will be assigned to this Contract.
- \_\_\_\_\_ Drug Free Form.
- \_\_\_\_\_ Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET\***

**Addendum #1**  
**E-Bid #20120044**  
**Impact Fee Study for the City of Port St. Lucie**  
**May 3, 2012**

Clarifications:

1. There is no budget established for this project.
2. The previous Impact Fee Study that was performed in 2004-2005 was budgeted at \$89,600.00.
3. The E-RFP document was loaded on [www.Demandstar.com](http://www.Demandstar.com) as a Word document so that all forms may be used as a Word document.
4. The Proposer's Questionnaire is meant to serve as the sole response upon which the City will evaluate responses. Proposers should not use their own format or other documents to demonstrate their qualifications, proposed scope of work, etc.
5. The City is not requesting the Proposers to provide scope of services. Proposers are to list the methodology under question #15 on the Questionnaire.
6. The City does not determine the best method or order of the tasks to accomplish the project.
7. The Proposers do not have the flexibility in structuring the responses. The City has listed the order in which the responses are to be submitted. See page 5 & 6 "Responses" A - H, with E being deleted at this time. This is an electronic response; please upload the responses in one (1) concise file and not multiple files.
8. "E" Additional Information" under Responses is **deleted** from the E-RFP at this time. The City may request brochures or other literature at a later date. This information is not to be included in the responses.
9. The Proposers who do not have recent past projects in Florida may submit projects from other states and will not be disqualified. However, submitting projects from other states may impact the scoring.

**NOTE: The E-RFP opening date has not been changed.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Proposer's Questionnaire in order to have his/her bid or proposal to be accepted.

	Submittal Item Checklist	Walter H. Keller, Inc.	TischlerBise, Inc.	Tindale-Oliver & Assoc., Inc.
1	Price	\$71,500.00	\$70,500.00	\$87,661.69
2	<b>Total</b>	<b>\$71,500.00</b>	<b>\$70,500.00</b>	<b>\$87,661.69</b>
3	Number of calendar days	210 days	120 days	180 days
4	Acknowledged all Addenda	Yes	Yes	Yes
5	License/Certification to perform Work	Yes	Yes	Yes
6	Been in business for a min. of 2 years	Yes	Yes	Yes
7	Submitted resumes of key personnel	Yes	Yes	Yes
8	Submitted the Proposer's Questionnaire	Yes	Yes	Yes
9	Submitted the Methodology for the project	Yes	Yes	Yes
10	Submitted 5 Past Projects in Florida	Yes	Yes	Yes
11	Failed to complete any of the projects awarded to the firm	No	No	No
12	Has firm ever declared bankrupt or reorganized under Chapter 11	No	No	No
13	Any lawsuits pending or completed	None	None	None
14	Any judgments in the last 5 years	None	None	None
15	Any criminal violations and/or convictions of its principals	No	No	No
16	Submitted Organizational Chart	Yes	Yes	Yes
17	Certificate of Insurance	Yes	Yes	Yes
18	Submit Drug Free Workplace form.	Yes	Yes	Yes
19	Submitted W-9 Form	Yes	Yes	Yes
20	Submit Checklist.	Yes	Yes	Yes

User: Holder, CPPB, Robyn

Organization: City of Port St. Lucie - Office of Management and Budget

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### Tabulation Sheet

Agency Name: City of Port St. Lucie - Office of Management and Budget  
 Bid Number: RFP-20120044-0-2012/RH  
 Bid Name: Impact Fee Study for the City of Port St. Lucie  
 Bid Due Date: 5/24/2012 3:00:00 PM Eastern time  
 Bid Opening: **Closed**

3 total responses found.

online,  offline,  not submitting,  not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1	Tindale-Oliver & Associates Inc.	5/23/2012 9:52:06 AM	1000 N. Ashley Suite 100 Tampa, FL 33602	\$27,661.69		Checklist Subcontractor List Project Schedule Listing of Project Personnel Questionnaire Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work	<input checked="" type="checkbox"/>		Details, Documents, History
2	TischlerBise	5/24/2012 11:03:55 AM	4701 Sangamore Road, Suite S240 Bethesda, MD 20816	\$70,500.00		Checklist Subcontractor List Project Schedule Listing of Project Personnel Questionnaire Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work	<input checked="" type="checkbox"/>		Details, Documents, History
3	Walter H. Keller Inc.	5/24/2012 2:03:16 AM	PO Box 9740 Coral Springs, FL 33075-9740	\$71,500.00		Checklist Subcontractor List Project Schedule Listing of Project Personnel Questionnaire Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work	<input checked="" type="checkbox"/>	Sewall's Point Office Address Used 3727 SE Ocean Blvd, Suite 200A, Sewall's Point, FL. All Required documents attached to Questionnaire	Details, Documents, History

<< Return

### Manage Bid Tabulation

#### Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.  
 (Select a Planholder)    [Add a Planholder](#)    [Edit Planholders...](#)

#### Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

Include Non-Compliant Supplier details  
[Publish as PDF](#)    [Bid Documents...](#)

**E-RFP Opening**  
**E-RFP #20120044**  
**City Impact Fee Study**  
**May 24, 2012 @ 3:00:00 pm**

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Rhyn Helzer	City of Lee Corp	Address: city of lee.com	T 877-5223 F 877-7337
2.	Gura Jolly	City of PSLUB		T 877-5223 F
3.				T
4.				F
5.				T
6.				F
7.				T
8.				F
				T

PROPOSER'S QUESTIONNAIRE  
E-RFP #20120044  
Impact Fee Study

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 24th day of May, 2012.

TischlerBise, Inc.  
Name of Organization / Proposer

Submitted by: L. Carson Bise, II, AICP, President  
Name and Title

(If more space is needed, please attach additional sheets.)

1. **Type of Organization:** Corporation, Partnership, Joint Venture, Individual or other?  
(circle one)

2. **If a Corporation, answer the following:**

**When incorporated** May 16, 1977

**In what State** Washington, D.C.

**Name of Officers:**

**President** L. Carson Bise, II, AICP

**Vice President** N/A

**Secretary** N/A

**Treasurer** N/A

3. **If a Partnership, answer the following:**

**Date of organization**  
N/A

**General Limited Partnership** N/A

**Name and address of each partner:**  
N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

Impact Fee Study

4. **Firm's name and main office address, telephone, fax number, and e-mail address, contact person:**

TischlerBise, Inc.  
 4701 Sangamore Road, S240  
 Bethesda, MD 20816  
 Telephone: (301) 320-6900  
 Fax Number: (301) 320-4860  
 E-Mail Address: carson@tischlerbise.com  
 Contact Person: L. Carson Bise, II, AICP

5. **Firm's previous names (if any) What year(s)** Tischler, Montasser & Associates (1977 – 1980); Tischler & Associates (1980 – 2005); TischlerBise, Inc. (2005 – Present)

6. **Lump Sum price to perform all Impact Fee Studies including all reimbursables.** \$70,500

City of Port St. Lucie, FL – Impact Fee Study					
Project Team Member:	Bise	Guthrie	Total		
	Hourly Rate *	\$210	\$190	Hours	Cost
<b>Work Scope:</b>					
Task 1: Project Initiation	8	8	16	\$3,200	
Task 2: Recommend Land Use Assumptions	4	48	52	\$9,960	
Task 3: Determine Capital Facility Needs and Service Levels	24	96	120	\$23,280	
Task 4: Evaluate Different Allocation Methodologies	8	32	40	\$7,760	
Task 5: Determine Need for "Credits" to be Applied Against Costs	2	16	18	\$3,460	
Task 6: Conduct Funding and Cash Flow Analysis	0	8	8	\$1,520	
Task 7: Prepare Impact Fee Report	16	60	76	\$14,760	
Task 8: Meetings with Stakeholders	24	8	0	\$6,560	
<b>Estimated Total Hours *</b>	<b>86</b>	<b>276</b>	<b>330</b>	<b>\$70,500</b>	

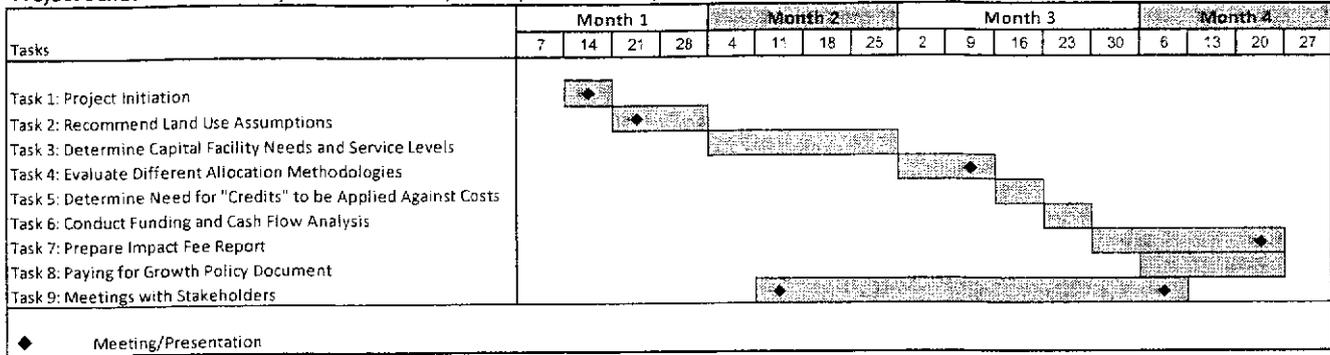
\* Hourly rates are inclusive of all costs.

7. **How many years has your organization been conducting Impact Fee Studies?** 35

8. **Proposed project time schedule to complete the project:** 120 calendar days

# Impact Fee Study

**Project Schedule for the City of Port St. Lucie, FL - Impact Fee Study**



9. **List the location of the office from which the work is to be performed.**

Bethesda, MD and North Palm Beach, FL

10. **Describe organization profile, including the size, range of activities, licenses, etc.**

TischlerBise, Inc., is a fiscal, economic, and planning consulting firm that specializes in impact fees, fiscal impact analyses, economic analysis, market feasibility, infrastructure funding strategies and capital improvement planning. Our firm has been providing consulting services to public agencies for thirty-five (35) years. In this time, we have prepared over 800 impact fee evaluations – more than any other firm. We have also prepared numerous infrastructure financing strategies. Through our detailed approach, proven methodologies, and comprehensive work products, we have established TischlerBise as the leading national firm on revenue enhancement and cost of growth strategies.

11. **Number of full time personnel:**

	Current	Maximum	Minimum
a. Partners	1	2	1
b. Managers	0	0	0
c. Supervisors Senior Staff	2	2	2
d. Other Professional Staff	4	8	2
g. Total number of full time personnel	7	12	5

12. **Identify the following team members: Project Manager, Project Engineer/Planner, Legal Advisor and all other Key Personnel that will be assigned to this project.**

Team Member's Name & Role in Project	% of project effort will be conducted by this individual	Which Impact Fee will be done by this individual?	% of individual's time will be spent on this project?	How long has this individual been with the firm?
Carson Bise, AICP: Principal-in-Charge	40	All	20	15 years
Dwayne Guthrie, Ph.D., AICP: Project Manager	60	All	40	18 years

Project team résumés are provided below:

**L. Carson Bise, II, AICP**

**EXPERIENCE**

Carson Bise has twenty years of fiscal, economic, and planning experience and **has conducted fiscal and infrastructure finance evaluations in twenty-seven states.** Mr. Bise has developed and implemented more fiscal development models than any other consultant in the country. The applications which he 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 development fees, having completed over 175 development fees** for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his six years as a planner at the local government level, he coordinated capital improvement plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Fiscal Impact Analysis: Methodologies for Planners*, 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 CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force.**

## Impact Fee Study

### SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of North Miami, Florida– *Impact Fee Study*
- City of Punta Gorda, Florida– *Impact Fee Study*
- DeSoto County, Florida– *Impact Fee Study*
- Manatee County, Florida– *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing 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

### AFFILIATIONS

Mr. Bise currently serves on the Board of Directors for the Growth and Infrastructure Consortium (formerly the National Impact Fee Roundtable).

## **Dwayne Guthrie, Ph.D., AICP, Principal**

### EXPERIENCE

Dr. Guthrie has thirty-two years of experience as a professional planner, working primarily in the areas of impact fees, demographic analysis, infrastructure funding, fiscal evaluations, and transportation planning. His career includes twenty-three years of work as a planning consultant and eight years of public sector experience. At TischlerBise, Dr. Guthrie is the impact fee team leader, with over 380 studies completed for approximately 120 jurisdictions in twenty-five states/provinces. Dr. Guthrie has also served as an expert witness on the topic.

As a planning practitioner, Dr. Guthrie promotes smart growth through revenue strategies and pricing policies. By helping communities implement development impact fees, local governments create a nexus between private sector development and the demand for public facilities. Rather than subsidize growth with general tax revenues, Dr. Guthrie works to ensure designated funding for infrastructure that also helps to minimize externalities like traffic congestion. He has pioneered innovative methods for tabulating census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers.

Dr. Guthrie also teaches graduate planning courses at local universities, including Growth Management at the Alexandria campus of Virginia Tech and Planning Techniques for Catholic University of America. His doctoral dissertation, titled "*Understanding Urban, Metropolitan, and Megaregion Development to Improve Transportation Governance*" documents the expected geographic extent of commuter sheds in 2030 for large metropolitan areas within the continental United States. Commuter sheds provide a viable refinement to current

## Impact Fee Study

statistical area designations and solve problems due to inconsistent and fragmented MPO boundaries. Nine transportation megaregions are proposed based on specific criteria, including global gateways that facilitate movement of people and goods, contiguous commuter sheds with urban centers spaced a suitable distance for high-speed rail service, and end-point commuter sheds projected to add at least one million persons and jobs from 2000 to 2030. The dissertation recommends a new paradigm for transportation governance with scale-dependent decision-making and funding strategies.

## SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING ASSIGNMENTS

- DeSoto County, Florida - Development Impact Fees
- DeSoto School District, Florida - School Impact Fees
- Manatee County, Florida - Development Impact Fees
- City of Lake Wales, Florida - Development Impact Fees
- Polk County School District, Florida - Capital Needs Assessment
- Pasco County School District, Florida - School Impact Fees
- City of Miami, Florida - Impact Fees and Evaluation of Miami-Dade County Impact Fees for Roads and Schools
- City of Naples, Florida - Development Impact Fees
- Coral Ridge Properties - Capital Improvements Element for Parkland, Florida
- City of Punta Gorda, Florida - Impact Fees
- City of Sunny Isles Beach, Florida - Impact Fees

## EDUCATION

Ph.D., Planning, Governance, and Globalization, Virginia Tech

M.A., Urban and Regional Planning, University of Florida

B.A., Education, University of Florida

## **Susan Schoettle, Legal Advisor**

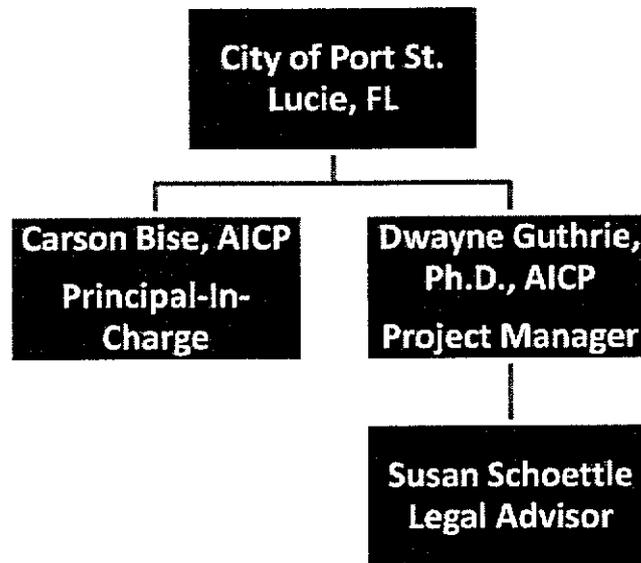
Susan Schoettle has over twenty years experience creating and updating impact fee systems, including nine years as an Assistant County Attorney with Sarasota County, Florida with full responsibility for all legal issues on the County's impact fee systems. Her experience includes negotiation of interlocal agreements for impact fee collection with municipalities and working with staff, elected officials and advisory groups on all issues related to the calculation, collection, administration and expenditure of impact fees. Ms. Schoettle assisted TischlerBise with an update of the City of Miami's impact fee system in 2005, including an affordable housing impact fee deferral program and analysis of Miami-Dade County's school and road impact fees. She is providing ongoing assistance to the City regarding proposed changes to Miami-Dade County's road impact fees. Ms. Schoettle also worked with TischlerBise on the assignment to update the City of Punta Gorda's impact fees, and she is providing ongoing services to the City on options to encourage affordable housing. She has also worked with TischlerBise in West Miami and Coral Gables.

13. **Firm's experience with Impact Fee Studies. Indicate which team member(s) worked on the Impact Fee Study.**

An important factor to consider related to this work effort is our relevant experience working in the State of Florida, especially our previous experience with the City of Port St. Lucie. A summary of our Florida impact fee experience is provided in the table below.

CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
Coral Gables		◆	◆				◆	◆	◆			◆	
Deerfield Beach							◆	◆					
DeSoto County	◆	◆						◆	◆		◆	◆	
DeSoto Co. School Board													
Key Biscayne	◆												
Lake Wales			◆	◆			◆	◆	◆		◆		
Manatee Co.		◆					◆	◆	◆			◆	
Manatee Co. Schools													
Miami	◆						◆	◆	◆	◆		◆	
Naples	◆												
North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
Parkland							◆		◆				
Pasco Co. School Board													
Plant City											◆		
Polk County							◆		◆				
Port St. Lucie									◆			◆	
Punta Gorda		◆					◆	◆	◆		◆	◆	
Seminole County Schools													
Stuart		◆					◆	◆	◆			◆	
Sunny Isles Beach							◆		◆			◆	
West Miami			◆				◆		◆			◆	

14. **Provide an organizational chart identifying the relationship of the entity and sub-consultants (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Impact Fee Study required by the City.**



15. **State the firm's methodology for this project:**

TischlerBise believes that one of the positive aspects of the recent economic downturn is that it will redirect focus on the fact that impact fees are a land use regulation rather than simply a one-time revenue accruing from new development. Many communities in Florida lost this perspective during the building boom that occurred in the State from 2000 to 2007. **Revenue maximization was the focus of impact fees, rather than how an impact fee methodology and program could be crafted to help a community implement land use and economic policy objectives.** TischlerBise pioneered the concept of tiered transportation impact fees, which vary the fees by vehicle miles of travel. Tiered fees can have the effect of incentivizing development in areas with existing infrastructure capacity (e.g., urban core) and discouraging development on the fringe. **This is something that Port St. Lucie may want to consider in the context of separate fee zones for development in downtown areas versus other areas of the City.** Another consideration is exploring opportunities to include multi-modal and/or carbon emission credits within the methodology to credit development that divert trips to alternative models of transportation (e.g., transit, pedestrian and bicycle).

Impact fees are fairly 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, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

## Impact Fee Study

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 impact 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. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. 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.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

**Plan-Based Impact Fee Calculation** - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

**Cost Recovery Impact Fee Calculation** - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development impact fee using the cost recovery approach, facility cost is divided by ultimate number of demand units that the facility will serve. An oversized water storage tank is an example.

**Incremental Expansion Impact Fee Calculation** - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The level-of-service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method

## Impact Fee Study

is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

**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 particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the various trade-offs with the City. There are likely to be policy and revenue tradeoffs depending on the capital facility and methodology. We recognize that “one size does not fit all” and create the optimum format that best achieves our clients’ goals.

***Each client is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.***

For example, TischlerBise typically calibrates the impact fees to the specific jurisdiction’s road network and demographic data, whether using an incremental expansion or plan-based method. Our ability to evaluate alternative methods was demonstrated in the City of Missoula, Montana, where the initial policy direction was to calculate transportation impact fees for a specific, high-growth area near the airport. A plan-based method was appropriate for this relatively small geographic area that had specific improvements already identified through a prior planning effort. During a series of meetings with the local advisory committee and staff, TischlerBise agreed to also prepare a citywide transportation impact fee using the incremental expansion cost method. Our firm is able to evaluate different methods because we do not rely on state/regional transportation models to provide data inputs for the impact fee calculations. In essence, we develop our own aggregate travel demand model that is in some ways more sophisticated than the large-scale computer models used by state and regional agencies. For instance, we routinely use at least two types of housing units and between three and five nonresidential development types in our travel demand analysis. It is common for link-specific computer models to lump together all housing types and only separate retail from all other types of nonresidential development.

**Public Outreach.** The importance of public outreach when considering impact fees and infrastructure funding options should not be overlooked. Based upon our experience with impact fees and infrastructure funding efforts in the State of Florida, we anticipate that this study may attract controversy, especially given the current economic climate. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) as well as the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that may proliferate, and to provide a clear and compelling logic for public adoption of an impact fee program. Our

Impact Fee Study

seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly during challenging economic times.

One of the issues that we deal with most frequently is the pressure from the development community and elected officials to either waive, reduce, or enact moratoriums related to impact fees, claiming that it will act as a means of stimulating new development and new economic activity. TischlerBise staff is well-versed on this issue and will bring a national perspective to this issue, based on data from jurisdictions that have implemented these measures to try to encourage development.

16. **Submit the current and projected workloads of identified key personnel to be assigned to this contract.**

Name	Current and Projected Workloads
Carson Bise, AICP	Spanish Fork, UT; West Jordan, UT; Dublin, OH
Dwayne Guthrie, Ph. D., AICP	Bozeman, MT; Arapahoe County, CO

17. **State your firm's ability to meet budget and schedule:**

As a small firm, TischlerBise actively and carefully monitors current and projected workloads. The firm does not include personnel on a proposal unless said personnel can devote the time and resources necessary to complete the assignment on time and within budget. In most cases, our employees are involved in three to four projects at any given time. We are amenable to a penalty clause once a final work scope and contract have been agreed upon and will gladly furnish current workload at the time TischlerBise is being considered for an award.

18. **Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:**

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

First, **we begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the final project goals and objectives in collaboration with County staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.

Impact Fee Study

Second, **we will plan the project schedule.** As part of the Project Initiation task, Mr. Bise will work with you and your staff to create an agreed-upon timetable to meet your 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.

Third, **we will actively manage the project process.** Mr. Bise has 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 you for meeting the schedule, budget, and technical requirements of the project.

Finally, **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 you and staff, deliverables will go through a structured quality assurance process involving up to two levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form.

19. **Identify any sub-consultant(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).**

Name	Address	Qualifications
Susan Schoettle	651 E. Jefferson Street Tallahassee, FL 32399- 2300	Legal Advisor, Member of Florida Bar

20. **Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Consultant; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:**

Neither TischlerBise, nor any TischlerBise employee has ever been declared in default, terminated, or removed from a contract or job related to the services that we provide in the regular course of business, nor been assessed liquidated damages within the past five (5) years.

21. **Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?**

Yes ( )                      No (X)

**If yes, please explain:**

22. **List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:**

No client, vendor, or other party has filed any civil or criminal litigation against TischlerBise, nor has there been any public or private disciplinary action made against the firm or any individuals within the firm in our thirty-plus years of operation. TischlerBise has never been subject of investigation by the Securities and Exchange Commission, nor any federal or state regulatory agency that might impact this contract. Furthermore, neither TischlerBise, nor any TischlerBise employee has ever been declared in default, terminated, or removed from a contract or job related to the services that we provide in the regular course of business.

23. **List any judgments from lawsuits in the last five (5) years:**

Again, TischlerBise has never been the subject of any civil or criminal litigation, nor has there been any public or private disciplinary action made against TischlerBise in the firm' thirty-plus years of operation.

24. **List any criminal violations and/or convictions of the Proposer and/or any of its principals:**

No client, vendor, or other party has filed any civil or criminal litigation against TischlerBise, nor has there been any public or private disciplinary action made against the firm or any individuals within the firm in our thirty-plus years of operation.

25. **Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)**

As mentioned previously, TischlerBise has been at the forefront of advancing the "state of the practice" as it relates to development fees. We have provided several examples where TischlerBise's recommended approach has "added value" to the community's development fee program, as well as other stated community objectives.

**Improved Proportionality.** One area that TischlerBise has added value to a client's development fee program is through improved proportionality for transportation development fees. As an alternative to simply using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. Key independent variables needed for the analysis (i.e. vehicles available, housing units, households, and persons) are available from the US Census Bureau. In the example shown in the figure below from Bozeman, Montana, TischlerBise used American Community Survey (ACS 2008-2010) data for the City to derive custom average weekday trip generation rates by type of housing (shown below). In the case of Bozeman, the average weekday vehicle trip generation

Impact Fee Study

rate for a single-family detached unit is 7.5 trip ends. This is two vehicle trips fewer than the standard Institute of Transportation Engineer’s rate of 9.57.

Bozeman, Montana		Households (2)			Vehicles per Household by Tenure
	Vehicles Available (1)	Single Unit per Structure	2+ Units per Structure	Total	
Owner-occupied	14,422	6,473	914	7,387	1.95
Renter-occupied	12,263	2,280	5,899	8,179	1.50
TOTAL	26,685	8,753	6,813	15,566	1.71
Housing Units (6) =>		9,726	7,642	17,368	

Units per Structure	Persons (3)	Trip Ends (4)	Vehicles by Type of Housing		Trip Ends (5)	Average Trip Ends	Trip Ends per Housing Unit
Single Units	20,571	53,251	16,056	92,807	73,029	7.5	
2+ Units	11,793	40,857	10,629	42,172	41,514	5.4	
TOTAL	32,364	94,108	26,685	134,978	114,543	6.6	

- (1) Vehicles available by tenure from Table B25046, American Community Survey, 2008-2010.
- (2) Households by tenure and units in structure from Table B25032, American Community Survey, 2008-2010.
- (3) Persons by units in structure from Table B25033, American Community Survey, 2008-2010.
- (4) Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2008). For single unit housing (ITE 210), the fitted curve equation is  $EXP(0.91*LN(persons)+1.52)$ . To approximate the average population of the ITE studies, persons were divided by 37 and the equation result multiplied by 37. For 2+ unit housing (ITE 220), the fitted curve equation is  $(3.47*persons)-64.48$ .
- (5) Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2008). For single unit housing (ITE 210), the fitted curve equation is  $EXP(0.99*LN(vehicles)+1.81)$ . To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 62 and the equation result multiplied by 62. For 2+ unit housing (ITE 220), the fitted curve equation is  $(3.94*vehicles)+293.58$ .
- (6) Housing units from Table B25024, American Community Survey, 2008-2010.

**Innovative Methodologies to Implement Growth Policy.** The State of Delaware’s Livable Delaware policies are a statewide planning strategy intended to address sprawl, congestion, and other growth issues through legislation and policy changes that direct growth to areas where the state, county, and local governments have planned for it to occur. As the State is responsible for funding much of the infrastructure normally provided by a County or City, TischlerBise was selected to prepare impact fees for road, schools, fire protection, and police. To assist the State with implementation of the Livable Delaware policies, Carson Bise and Dwayne Guthrie of TischlerBise developed an innovative road impact fee methodology to allocate the cost of capital improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). VMT is a superior indicator of travel demand because it considers distance in the allocation of costs. Development in rural areas is typically associated with longer trip lengths and greater reliance on single occupancy vehicles, due to a lack of alternative modes of travel. As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. Developing this innovative methodology entailed the following steps:

Impact Fee Study

- **Trip Generation Data and Analysis:** Transportation impact fees by type of development were based on PM-Peak trip generation rates and adjustment factors published by the Institute of Transportation Engineers (ITE). **The final step in the transportation impact fee methodology was to use geographic information system software to derive average fees for each of the Strategy areas identified in Livable Delaware growth strategy;**
- **Travel Demand Database Forecasting Modeling:** Using VMT data available from DeIDOT for over 500 traffic analysis zones, TischlerBise derived an average cost per vehicle trip for each TAZ in the State based on maintaining DeIDOT’s planned LOS D;
- **Data Collection and Analysis for Transportation Infrastructure:** TischlerBise used ArcMap software to perform a union overlay analysis whereby Strategy Areas were assigned to each TAZ. Average impact fees by type of development and Strategy Area were calculated resulting in an impact fee program which was easier to administer and met the requirements of Livable Delaware;
- **Impact Fee Benefit Area Analysis:** The schedule of graduated impact fees prepared by TischlerBise is consistent with the Environmentally Sensitive, Secondary Developing Areas and Rural Areas. As specified in the State legislation, impact fees were not recommended for Communities and Developing Areas.

**Addressing Overall Infrastructure Financing Needs.** TischlerBise recognizes there is no one “silver bullet” that will solve all the City’s infrastructure funding needs. **Therefore, the experience of the consultant in preparing overall infrastructure funding strategies should be a key consideration in the selection process.** In the example shown below from Beaufort County, South Carolina, TischlerBise determined overall infrastructure needs and then estimated dedicated revenue from current sources for each infrastructure category in order to determine the “funding gap.” Potential funding scenarios were then developed to illustrate ways the County could “make itself whole.” **This type of context is needed when developing the Infrastructure Improvement Plan.**

	TYPE OF INFRASTRUCTURE					
	ROADS	SCHOOLS	PARKS	FIRE	EMS	LIBRARY
	<b>GROSS FUNDING NEEDS</b>					
	\$253,924,000	\$135,090,000	\$56,279,330	\$7,150,000	\$600,000	\$21,002,667
	<b>LESS CURRENT FUNDING SOURCES</b>					
Impact Fees	\$38,885,529	\$0	\$13,458,312	\$7,500,000	\$0	\$25,262,221
Unspent STIP Funds	\$15,000,000	\$0	\$0	\$0	\$0	\$0
New STIP Funds	\$15,000,000	\$0	\$0	\$0	\$0	\$0
Rural/Critical Lands			\$5,000,000			
	<b>EQUALS ESTIMATE OF FUNDING GAP</b>					
<b>NET FUNDING NEEDS</b>	<b>(\$185,038,471)</b>	<b>(\$135,090,000)</b>	<b>(\$37,821,018)</b>	<b>\$350,000</b>	<b>(\$600,000)</b>	<b>\$4,259,554</b>
	<b>POTENTIAL FUNDING OPTIONS TO MEET FUNDING NEEDS</b>					
Revision to Existing Impact Fees	\$45,000,000 (\$1,200 per du)		\$10,000,000 (\$840 per du)	N/A		
Implementation of New Impact Fee				N/A	\$600,000 (\$20 per du)	
Local Option Sales Tax	\$140,038,471 (15 years)		\$27,821,018 (15 years)	N/A		\$5,019,158 (15 years)
Bond Issue (backed by Property Tax)		\$135,090,000 (\$9.94 m/yr)		N/A		

Impact Fee Study

26. Concerning Impact Fee Studies and Implementation, list the projects that best illustrate the **Florida** experience of the firm and current staff which is being assigned to this project. (List 5 projects that were completed within the last five (5) years.)

26.1) Name & Location of the project:

Orange County, FL – Law Enforcement Impact Fees

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The nature of the firm's responsibility on this project

TischlerBise is completing a law enforcement impact fee study for Orange County. As part of this study, TischlerBise prepared two versions of the impact fee. The first version is consistent with the methodology utilized in the County's current impact fee methodology. The second version presents an alternative approach that we feel results in better proportionality for between residential and nonresidential land uses.

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Project Owner's Representative name, address & phone number

Contact: Glen Finnell, Director of Research and Development  
Address: Orange County Sheriff's Office  
2500 W. Colonial Drive  
Orlando, FL 32804  
Phone: (407)-254-7470  
E-Mail: glen.finnell@ocfl.net

---

Project user Agency's representative name, address & phone number

Contact: Glen Finnell, Director of Research and Development  
Address: Orange County Sheriff's Office  
2500 W. Colonial Drive  
Orlando, FL 32804  
Phone: (407)-254-7470  
E-Mail: glen.finnell@ocfl.net

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Date project was completed or is anticipated to be completed

Anticipated completion is Summer of 2012.

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Population of entity for which the Feasibility Study was done 1,145,956

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

Impact Fee Study

This is a fixed fee assignment for \$34,500

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Work for which the staff was responsible

Determination of demand indicators, development forecasts, fee calculations, public outreach, and ordinance review.

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Present status of this project

Ongoing

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Carson Bise, AICP

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

We don't anticipate this being an issue, given the County's history with impact fees

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Impact Fee Study

26.2) Name & Location of the project

District School Board of Pasco County, FL – School Impact Fee Study

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The nature of the firms responsibility on this project

TischlerBise recently completed our fourth engagement with the District School Board of Pasco County, calculating impact fees. In our most recent engagement, TischlerBise revised the impact fee methodology to reflect more current pupil generation rates by type of housing unit, updated construction and land costs, updated level-of-service standards, and current revenue projections. In addition, TischlerBise held several meetings with an advisory group made up of County and School District representatives, citizen groups, and the development community. Finally, a summary of school impact fees charged by other Florida counties was prepared.

---

Project Owner's Representative name, address & phone number

Contact: Ray Gadd, (former) Assistant Superintendent for Support Services  
Address: 7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638  
Phone: (813) 215-9648  
E-Mail: ray4857@msn.com

---

---

Project user Agency's representative name, address & phone number

Contact: Ray Gadd, (former) Assistant Superintendent for Support Services  
Address: 7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638  
Phone: (813) 215-9648  
E-Mail: ray4857@msn.com

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---

Date project was completed or is anticipated to be completed  
2011

---

Population of entity for which the Feasibility Study was done 464,697

Was Implementation part of this project? No

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
All four of our engagements with the District School Board of Pasco County have been fixed fee in nature,  
with no cost overruns.

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Impact Fee Study  
Present status of this project  
Completed

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project  
Carson Bise, AICP and Dwayne Guthrie, AICP

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?  
Not required as part of contract. However, we provide assistance on an ongoing basis at no charge.

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Impact Fee Study

26.3) Name & Location of the project

Seminole County School Board, FL – School Impact Fee and Funding Strategy

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The nature of the firm's responsibility on this project

As the first phase of this assignment, TischlerBise prepared a review and suggested modifications to the School Board's current impact fee program. TischlerBise then prepared a new impact fee methodology to reflect current pupil generation rates by type of housing unit, updated construction and land costs, level of service standards and current revenue projections. In addition, TischlerBise held several meetings with an advisory group made up of County, Cities and School District representatives and the development community. A unique aspect of this assignment was an evaluation of other funding mechanisms for non-growth needs and the development of several potential school capital funding scenarios. Finally, a summary of school impact fees charged by other Florida counties was prepared.

---

Project Owner's Representative name, address & phone number

Contact: George Kosmac, Assistant Superintendent  
Address: 400 East Lake Mary Boulevard  
Sanford, FL 32773  
Phone: (407) 320-0330  
E-Mail: george\_kosmac@scps.k12.fl.us

---

Project user Agency's representative name, address & phone number

Contact: George Kosmac, Assistant Superintendent  
Address: 400 East Lake Mary Boulevard  
Sanford, FL 32773  
Phone: (407) 320-0330  
E-Mail: george\_kosmac@scps.k12.fl.us

---

Date project was completed or is anticipated to be completed

2007

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Population of entity for which the Feasibility Study was done 422,718

Was Implementation part of this project? No

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
This was a fixed fee contract for \$58,000 with no cost overruns.

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Impact Fee Study

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Present status of this project

Completed

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Carson Bise, AICP

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Not required as part of contract. However, TischlerBise provides assistance on an ongoing basis at no charge.

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Impact Fee Study

26.4) Name & Location of the project  
Manatee County, FL – Impact Fee Study Update

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The nature of the firms responsibility on this project

TischlerBise updated the technical support of the fee schedule and ensured that the fees were technically and legally supportable. The following impact fees were calculated: roads, parks, EMS, police, and public buildings. A number of policy and implementation issues were evaluated, including the relationship to the location of municipalities within the Counties. Another issue was calculating fees, where appropriate, to discourage sprawl. Geographic and tiered impact fees approaches were considered for this assignment. Funding alternatives for encouraging certain types of development were also considered as a way to waive impact fees. The tasks completed by TischlerBise included confirming land use assumptions, ascertaining levels of service, reflecting the capital improvements needed to accommodate new growth, calculating appropriate credits, and preparing a cash flow analysis. The impact fee ordinance and schedule were unanimously adopted.

---

Project Owner's Representative name, address & phone number

Contact: Sharla Fouquet, Impact Fee Coordinator  
Address: 1112 Manatee Ave West, Ste. 939.  
Bradenton, FL 34205  
Phone: (941) 748-4501, Ext: 3966  
E-Mail: sharla.fouquet@mymanatee.org

---

Project user Agency's representative name, address & phone number

Contact: Sharla Fouquet, Impact Fee Coordinator  
Address: 1112 Manatee Ave West, Ste. 939.  
Bradenton, FL 34205  
Phone: (941) 748-4501, Ext: 3966  
E-Mail: sharla.fouquet@mymanatee.org

---

Date project was completed or is anticipated to be completed  
2007

---

Population of entity for which the Feasibility Study was done 322,833

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
This was a fixed fee contract for \$109,500 with no cost overruns.

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Impact Fee Study

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Present status of this project

Completed

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

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Carson Bise, AICP; Dwayne Guthrie, Ph.D., AICP

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Not required as part of contract. However, we provide assistance on an ongoing basis at no charge.

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Impact Fee Study

26.5) Name & Location of the project

City of Miami, FL – Impact Fee Update (2012)

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The nature of the firm's responsibility on this project

TischlerBise is currently updating the City of Miami's Growth-Related Capital Improvements Plan and Impact Fees, which were originally calculated by TischlerBise in 2005.

---

Project Owner's Representative name, address & phone number

Contact: Alberto Sosa, CIP Director

Address: 3500 Pan American Drive,  
Miami, FL 33133

Phone: (305) 416-1224

E-Mail: asosa@miamigov.com

---

Project user Agency's representative name, address & phone number

Contact: Alberto Sosa, CIP Director

Address: 3500 Pan American Drive,  
Miami, FL 33133

Phone: (305) 416-1224

E-Mail: asosa@miamigov.com

---

Date project was completed or is anticipated to be completed

Anticipated project completion is Summer, 2012

---

Population of entity for which the Feasibility Study was done 399,457

Was Implementation part of this project? No

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

This is a fixed fee contract for \$49,630.

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Present status of this project

Ongoing

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Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Carson Bise, AICP; Dwayne Guthrie, Ph.D., AICP

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

No.

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**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

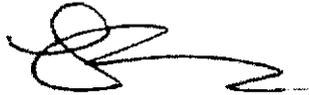
Addendum Number	Date Issued
1	May 3, 2012

**AGREEMENT** - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

**CERTIFICATION:**

This RFP is submitted by: I (print) L. Carson Bise, II, AICP am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

**Proposer has read and accepts the terms and conditions of the City's standard contract:**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

**Witnesses:**

Katherine Pink  
\_\_\_\_\_  
\_\_\_\_\_

**If Partnership:**

\_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
(General Partner)

**If Corporation:**

TischlerBise, Inc.  
\_\_\_\_\_  
Print Name of Corporation

**If Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
(Secretary)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>TischierBise, Inc.</b>	
	Business name/disregarded entity name. If different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>4701 Sangamore Road, S240</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Bethesda, MD 20816</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
5	2	-	1	0	8	7	5	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leatzow Insurance 300 S. Riverside Plaza, Suite 2100 Chicago, IL 60606	<b>CONTACT NAME</b> RICH PIVARCYK
	<b>PHONE</b> (312) 930-5556 <b>FAX</b> (866) 741-2778
	<b>EMAIL ADDRESS</b> rich@leatzowinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> New Hampshire Insurance Company <b>NAIC #</b> 23841
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

<b>INSURED</b> Tischler Bise, Inc. 4701 Sangamore Road Suite S240 Bethesda, MD 20816
--

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Hired Autos			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A			DOES NOT APPLY			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			011192792	5/28/2011	5/28/2012	1,000,000 each claim 1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  LEATZOW INSURANCE
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Henry A Latimer & Son Inc 4701 Sangamore Rd. Suite S-250 Bethesda, MD 20816	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 301.229.1500 FAX (A/C, No): 301.320.2458 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TischlerBise 4701 Sangamore Rd Suite S240 Bethesda, MD 20816	<b>INSURER A :</b> Erie Insurance Company	NAIC # 26263
	<b>INSURER B :</b> Erie Insurance Exchange	26271
	<b>INSURER C :</b> Erie Insurance Property Casual	
	<b>INSURER D :</b> Travelers Indemnity Co	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** CERTIFICATE NUMBER: Office of Management REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

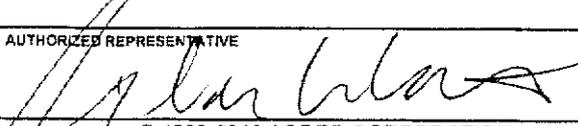
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Q970143648	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		Q970143648	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q300171541	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Q905100916	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		105783307	05/28/2012	05/28/2013	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

E-RFP # 20120044: Impact Fee Study for the City of Port St. Lucie

CERTIFICATE HOLDER

CANCELLATION

Office of Management and Budget 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

# *State of Florida*

## *Department of State*

I certify from the records of this office that TISCHLER BISE, INC. is a corporation organized under the laws of District of Columbia, authorized to transact business in the State of Florida, qualified on November 22, 1996.

The document number of this corporation is F96000006127.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on March 20, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Twenty Second day of May, 2012*

*Ken DeJong*

*Secretary of State*



Authentication ID: 600235400026-052212-F96000006127

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

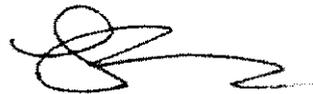
<https://efile.sunbiz.org/certauthver.html>

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
TischlerBise, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



\_\_\_\_\_  
Proposer's Signature

5/24/12

\_\_\_\_\_  
Date

**CHECKLIST**  
**E-RFP #20120044**

**Impact Fee Study for the City of Port St. Lucie**

Name of Proposer: TischlerBise, Inc

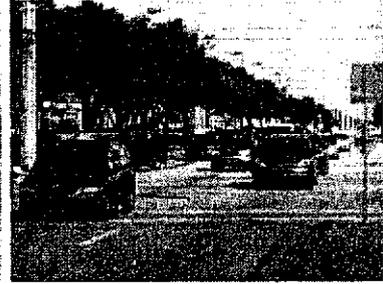
This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- Required W-9 as per Section 1.13.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Reviewed the Contract and accept all City Terms and Conditions.
- Proposer's Questionnaire uploaded to Demandstar (pages 12 -21).
- List of all sub-consultants (list on the Questionnaire).
- Organizational Chart.
- Resumes of key personnel that will be assigned to this Contract.
- Drug Free Form.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET\***



# CITY OF PORT ST. LUCIE



## Electronic Request for Proposals (E-RFP) Impact Fee Study

E-RFP# 20120044  
May 24, 2012



Tindale-Oliver  
&  
Associates, Inc.  
Planning and Engineering

"Solutions that make a Difference"



Tindale-Oliver & Associates, Inc.  
Planning and Engineering

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May 24, 2012

Ms. Robyn Holder, CPPB  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

**Re: E-RFP # 20120044 – Impact Fee Study for the City of Port St. Lucie**

Dear Ms. Holder:

Tindale-Oliver & Associates, Inc. (TOA) is pleased to submit this proposal as an expression of interest in the City of Port St. Lucie Impact Fee Study. Included on our team is White & Smith (legal analysis). Our team of professionals has extensive experience and knowledge in preparing impact fee studies for all program areas specified in your RFP, as well as several other public infrastructure areas.

It is our understanding that the City's impact fee technical studies were completed in 2005, and to reflect the most recent and local data, the City of Port St. Lucie is requesting proposals from firms with experience in impact fee calculation, implementation, and administration. Our team of professionals has extensive experience and knowledge in preparing impact fee studies for all program areas adopted by the City.

The City's 2010 Evaluation and Appraisal Report suggests that the City is interested in facilitating redevelopment, mixed use development at major intersections, diversification of economic base, and encouraging a multimodal transportation system to provide the necessary connectivity. TOA has developed a Smart Growth model for impact fee calculations that supports local government growth management and economic development goals. As such, in addition to the update of the impact fee program, the scope of services includes several optional tasks that incorporate these and other concepts should the City be interested.

Over the past 23 years, TOA has earned a national reputation as a leader in impact fee studies and, more importantly, in their acceptance and implementation. We are a Florida-based firm that has successfully completed more than 200 impact fee studies, including those for Collier, Pasco, Orange, Osceola and Polk counties and the cities of Ft. Pierce, Oviedo, Orlando, Tampa, and Lakeland. Through our impact fee and other work for local governments in St. Lucie County and surrounding counties, we are familiar with the conditions in the region. This knowledge, along with our background review outlined in the proposal, will assist us in developing an impact fee update study that is responsive to the City's growth management and economic development goals. It is important to note that no impact fee study performed by TOA has ever been successfully challenged in any court system.

White & Smith is unique in that both Mark White and Tyson Smith have advanced planning degrees in addition to their law degrees. White & Smith has built a national reputation in the design, development, and implementation of growth management systems; public facility financing, including impact fees; and all aspects of land-use litigation for the public sector. Tyson Smith has worked with TOA during several impact fee and mobility studies, including those for the cities of Ft. Pierce, Oviedo and Orlando as well as Orange, Collier, and Pasco counties.



Tindale-Oliver & Associates, Inc.  
Planning and Engineering

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TOA is unique in that most of our principals and senior professional staff are experienced in impact fees. In addition, the TOA Team includes engineers, economists, planners, and attorneys, as well as individuals with previous public sector experience. This substantial experience ensures the dedication of resources that will result in a project completed on time and supported by reliable and accurate information. Following are **benefits and reasons why you should select the TOA Team** for your project:

- The TOA Team has completed multiple impact fee studies and prepared ordinances for the same impact fee program areas identified in your RFP. **The benefit is that we know exactly what is needed to prepare these studies, and there will be no lost startup time or unnecessary expenses.**
- TOA's studies are accurate, technically sound, and defensible. In addition, TOA has developed and implemented impact fee methodologies that are responsive to local government growth management and economic development goals. **The benefit is that local governments receive not only a basic impact fee update, but also a tool that helps with their planning and economic goals.**
- TOA knows how to present information in a clear and concise manner to committees and elected officials. **The benefit is that we build credibility and acceptance of study recommendations from both the elected officials and the public.**
- In addition to impact fee studies and ordinances, TOA has written many administrative procedures manuals and developed impact fee calculators for a number of impact fee clients. **The benefit is a more knowledgeable government staff that spends less time administering the impact fee program and a more informed public that gets its impact fee applications approved quickly.**
- TOA Principals Steve Tindale and Bob Wallace are recognized as expert witnesses in impact fees, comprehensive planning, and concurrency. **As such, we understand the legal issues and the relation of impact fees to other planning functions.**

In conclusion, I would like to emphasize the personal commitment of our team. The study will be conducted from our Tampa office, and **result will be a work product that addresses your objectives and focuses on impact fee strategies that result in accurate and equitable impact fee programs and will assist the City in achieving its growth management and economic development goals.**

We look forward to having the opportunity to serve the City of Port St. Lucie.

Sincerely,

Steven A. Tindale, P.E., AICP  
President (authorized representative)  
1000 North Ashley Drive, Suite 100  
Tampa, FL 33602  
(813) 224-8862  
[stindale@tindaleoliver.com](mailto:stindale@tindaleoliver.com)

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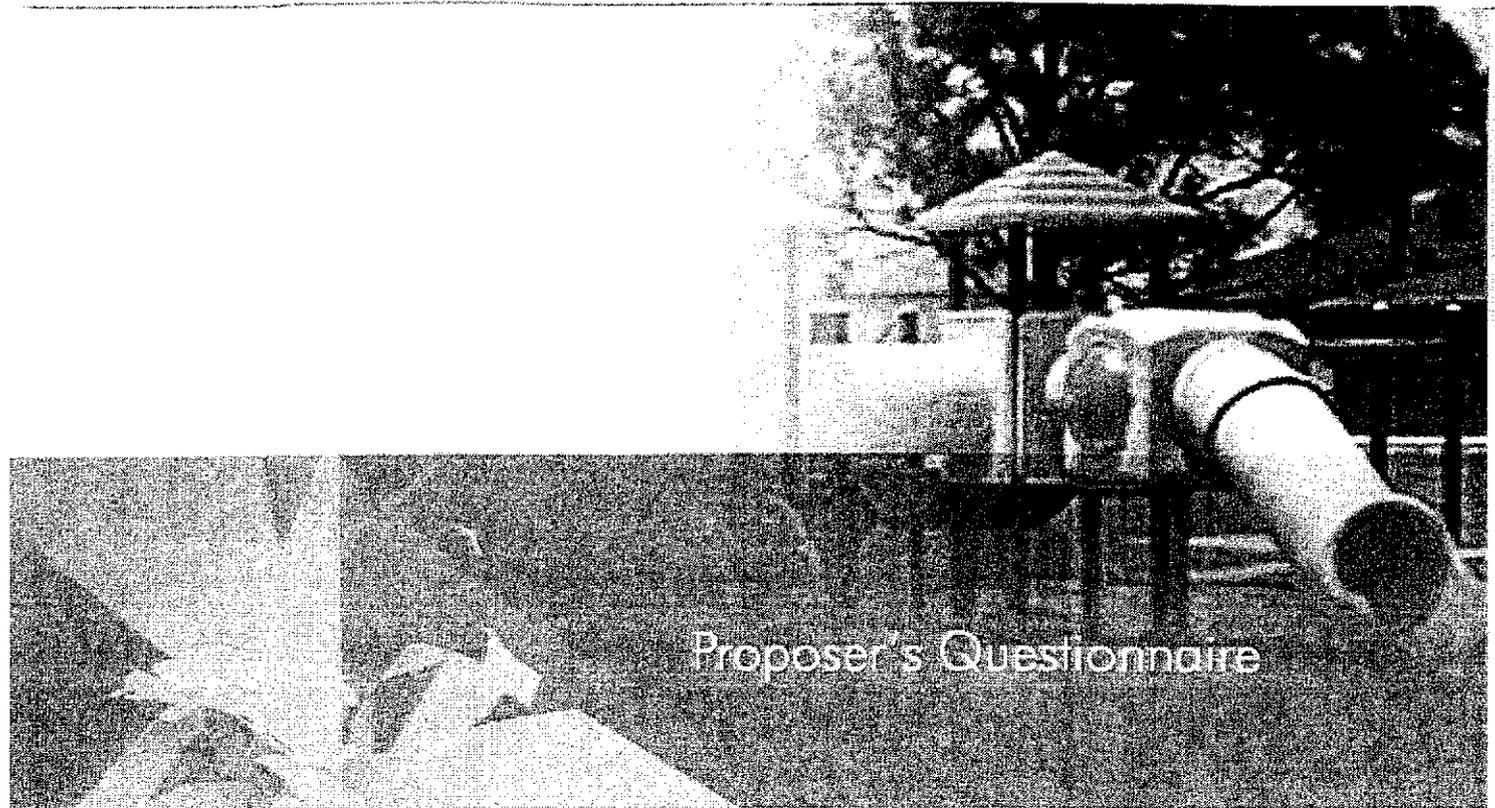
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**City of Port St. Lucie**  
Impact Fee Study



Tab A - Proposer's Questionnaire .....	A-1
Tab B - Certificate of Insurance .....	B-1
Tab C - Sub-Consultants.....	C-1
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Tab G - Licenses .....	G-1





Proposer's Questionnaire

# Tab A - Proposer's Questionnaire

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As required by E-RFP #20120044, City of Port St. Lucie Impact Fee Study, the Proposer's Questionnaire can be found in this tab.



6. PROPOSER'S QUESTIONNAIRE

E-RFP #20120044

Impact Fee Study

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 23rd day of May, 2012.

Tindale-Oliver & Associates, Inc

Name of Organization / Proposer

Submitted by: Steven Tindale, P.E., AICP/President

Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation, answer the following:

When incorporated February 13, 1989

In what State Florida

Name of Officers:

President: Steven A. Tindale, P.E., AICP

Vice President: William Oliver, P.E., PTOE

Secretary: Steven A. Tindale, P.E., AICP

Treasurer: Donald Latkovic (Chief Financial Officer)

3. If a Partnership, answer the following:

Date of organization N/A

General Limited Partnership

Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Tindale-Oliver & Associates, Inc

Steven Tindale, P.E., AICP

1000 N. Ashley Drive, Suite 100

Tampa, Florida 33602

Ph. (813) 224-8862 Fax. (813) 226-2106

Impact Fee Study

5. Firm's previous names (if any) N/A What year(s) \_\_\_\_\_
6. Lump Sum price to perform all Impact Fee Studies including all reimbursable. \$87,661.69
7. How many years has your organization been conducting Impact Fee Studies? 23 years
8. Proposed project time schedule to complete the project:  

180 Calendar days
9. List the location of the office from which the work is to be performed.  
1000 N. Ashley Drive, Suite 100, Tampa, Florida, 33602
10. Describe organization profile, including the size, range of activities, licenses, etc.

**FIRM OVERVIEW**

TOA is a firm with a reputation as a leader in providing quality, innovative finance and planning services to its government clients. It has grown from a firm of three employees in 1989 to a firm of **49, including 8 PEs, 14 AICPs, 1 PTOE, 10 engineers, 2 computer programmers, 1 graphic artist, and 5 GIS/planning technicians.**

TOA was created to provide innovative financing programs, comprehensive planning, and infrastructure planning services to local government entities. The principals of TOA have invested over 80 years of their professional careers working for city, county and state agencies. This experience affords them a real-life understanding of issues government officials face in comprehensive planning, infrastructure planning, and innovative infrastructure financing alternatives, and, more importantly, in how to implement selected alternatives.

TOA's Public Finance, Infrastructure Planning & Smart Growth Team specializes in impact fee studies, assessments, user fees, and alternative funding studies. TOA is very familiar with various methodologies used to prepare impact fees and knows how to apply each methodology correctly to ensure that new development is not overcharged and that the fees are legally defensible.

The following paragraphs provide a summary of the TOA team's unique qualifications, experience, and innovations upon which we will draw in updating the impact fee study for the City of Port St. Lucie.

**Expert Testimony** - Steve Tindale and Bob Wallace have provided expert testimony and research on impact fee related matters in several Florida cases. Testimonies have included a discussion that a development's impact fees did not constitute "adequate provision" to mitigate all traffic impacts associated with an overpass, demonstration that a developer's traffic study was flawed and incomplete, and parking testimony in an eminent domain case concerning the use of land for a parking garage. TOA testimony in these cases was key to winning an across-the-board victory for governmental clients in each of these cases.

#### Impact Fee Study

**Impact Fee Public Presentations** – Principals of TOA have prepared and made over 500 impact fee presentations during the last 20 years. As such, our staff are qualified to prepare materials for impact fee adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances. We also have worked very closely with impact fee evaluation and review committees and have been successful in building consensus among people with different opinions on a variety of impact-fee-related topics.

**Nationally Recognized** – Bob Wallace and Tyson Smith are members of the Growth and Infrastructure Consortium (GIC) (formerly the National Impact Fee Roundtable), serving on the Board of Directors as Chair and Vice Chair, respectively. They, along with Steve Tindale and Nilgün Kamp, routinely make presentations and moderate sessions at annual GIC meetings.

**Impact Fee Methodology** – Both Steve Tindale and Bill Oliver have published articles on impact fees that document the correct methodology and approach to conducting trip characteristic studies and developing impact fee programs. These articles set the standard for impact fee studies and have been used by many agencies across the nation to develop impact fee programs, including work by other consultants.

**TOA Smart Growth Impact Fee Methodology** – Steve Tindale presented a paper entitled “Smart Growth and Impact Fees” at the Reconciling Impact Fees Symposium in Atlanta. In that paper, TOA developed a methodology that allows impact fees to be sensitive to the growth rate of various areas within a county. TOA has directly tied the rate of growth in the impact fee equation and is now using this concept in TOA’s current ongoing Florida Impact/Mobility Fee studies. Some of the findings of the paper were applied in an impact fee study completed for and adopted by the City of Albuquerque (NM) and Pasco County (FL).

**Trip Characteristics Studies for Impact Fees** – TOA has extensive experience in conducting trip characteristics studies for impact fees. TOA’s trip characteristics database includes 200+ studies on 40 different land uses. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development or update of impact fees and the creation of land use plan category trip characteristics for communities in Florida and other states. All of the firm’s principals have managed, supervised, and/or conducted trip characteristic studies.

**ITE Trip Generation Trip Length Subcommittee** – Steve Tindale was the chair of the ITE Trip Length Subcommittee, which developed trip length data for more than 30 land uses. He participated on the panel that introduced this information at the 67th Annual Meeting of the ITE. Bill Oliver also was a member of the subcommittee.

**ITE Trip Generation Multi-Use Development Subcommittee** – Bob Wallace participated on the ITE Trip Generation Multi-Use Development Subcommittee. Having completed several multi-use development studies in Florida, he provided valuable input in the data collection and analysis of multi-use developments, as well as in the development of standardized forms to measure the trip generating characteristics of multi-use developments. The result of this work effort is Chapter 7, “Multi-Use Development,” in the 2004 ITE Trip Generation Handbook.

Impact Fee Study

**Infrastructure Planning/Master Plans** — TOA has prepared Transportation, Fire, and Parks Master Plans for local governments, and therefore, understands the relation between impact fees, master plans, and economic development and growth management goals.

**Dedicated Transit and Planning Groups** — In addition to its Public Finance Services Group, TOA has dedicated transit and planning service groups. TOA’s full line of transit services includes transit governance and funding studies. The Planning Services Group specializes on growth management issues, land development regulations, multi-modal transportation concurrency, and other planning issues. This background and resources allow TOA to have a better understanding of urban development requirements and constraints faced by the City of Port St. Lucie.

In summary, TOA specializes in the development of impact fees and other funding methods and their successful implementation. Regarding TOA’s qualifications and expertise, we leave you with the following thoughts:

- Project team members each have significant experience in developing and implementing impact fees.
- No impact fee study or ordinance completed under the direction of TOA has ever been successfully challenged in any court system.
- Both Steve Tindale and Bob Wallace are recognized experts in the areas of impact fees, concurrency management, and comprehensive planning, having successfully represented multiple governmental agencies on matters relating to impact fees in quasi-judicial hearings and administrative hearings, as well as the Florida Supreme Court. In past expert witness services, Steve Tindale and Bob Wallace have provided key testimony that resulted in across-the-board victories for their governmental clients.
- Steve Tindale, Bill Oliver and Bob Wallace have written papers that set national standards and procedures on how to properly develop impact fee programs. These papers have been used to develop impact fees in communities across the country.
- As past public administrators, Steve Tindale and Bob Wallace understand the technical requirements, political systems, and legal framework within which impact fee programs are developed and successfully implemented.
- TOA Public Finance staff know how to present information in a manner that is easily understandable to the public, having made more than 500 public presentations on impact fees and their implementation.

11. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	7	7	2
b. Managers	9	13	4
c. Supervisors Senior Staff	6	10	4
d. Other Professional Staff	27	35	20
g. Total number of full time personnel	49	65	30

Impact Fee Study

12. Identify the following team members: Project Manager, Project Engineer/Planner, Legal Advisor and all other Key Personnel that will be assigned to this project.

Team Member's Name & Role in Project	% of project effort will be conducted by this individual	Which Impact Fee will be done by this individual?	% of individual's time will be spent on this project?	How long has this individual been with the firm?
Steven A. Tindale, P.E., AICP, Principal-in-Charge	10%	All	10%	23 years
Nilgun Kamp, AICP, Project Manager	20%	All	20%	9 years
Robert P. Wallace, P.E., AICP, Quality Assurance	5%	All	5%	22 years
Robert Layton, Project Planner	60%	All	60%	5 years
Chris Keller, Project Planner	15%	All	15%	5 years
Tyson Smith, AICP, Legal Advisor	10%	All	10%	N/A - Sub

(This is a Word document. Insert resumes of personnel to demonstrate past performance on impact fee study projects that will be assigned to this contract. **Limit to one page per person.**)

13. Firm's experience with Impact Fee Studies. Indicate which team member(s) worked on the Impact Fee Study.

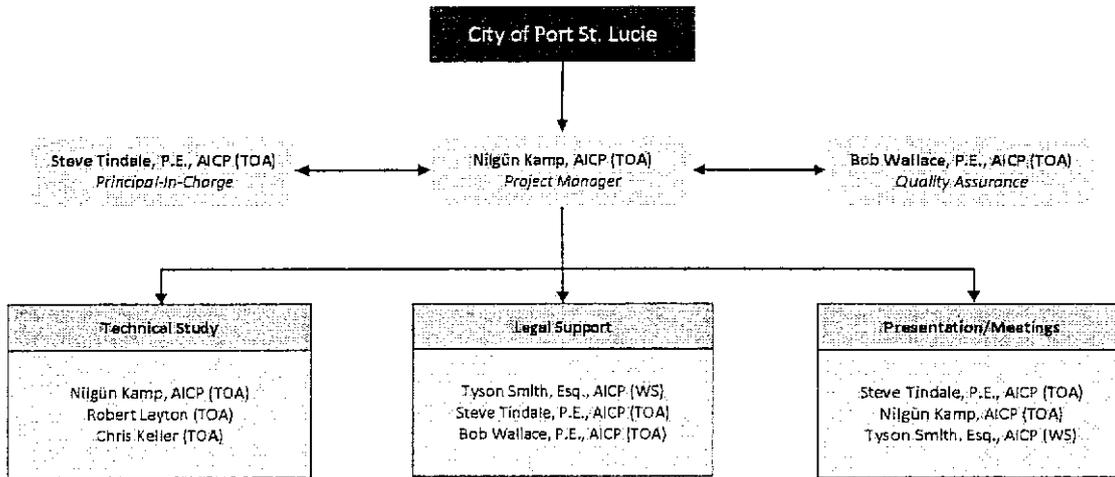
Name	Impact Fee	Date	What Agency?
See resumes on pages following organizational chart for this information.			

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

Impact Fee Study

14. Provide an organizational chart identifying the relationship of the entity and sub-consultants (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Impact Fee Study required by the City.

City of Port St. Lucie - Impact Fee Study  
TOA Team Organizational Chart



TOA - Tindale-Oliver & Associates, Inc.  
WS - White & Smith, LLC



## A. Nilgün Kamp, AICP Project Manager



Nilgün has been involved in public infrastructure financing for the past 18 years. She has served as the project manager for approximately 150 impact fee, assessment, and user fee development and implementation studies for fire, EMS, schools, law enforcement, correctional facilities, government buildings, transportation, solid waste, libraries, and parks and recreational facilities. Examples of her recent and current projects include those for Cities of Oviedo, Ft. Pierce, Panama City, Parkland, and Apopka, as well as Orange, Osceola, Lake, Collier, Citrus, and Highlands Counties, and others. She has been invited to make presentations at the industry conferences several times.

Her experience also includes demographic and travel behavior analysis, demographic and population projections for funding studies, travel behavior analysis, economic and fiscal impact studies, demand components, demand analysis, and other related assessment and impact fee support activities.

### Education

MA, Economics  
University of South Florida

MA, Pacific International  
Affairs University of California

BA, Economics  
University of California

### Years of Experience

With TOA: 9

With Other Firms: 9

### Registrations

AICP #19238

### Professional Affiliations

American Planning  
Association (APA)

American Institute of  
Certified Planners (AICP)

Women's Transportation  
Seminar Board Member,  
Tampa Bay Chapter

### Transportation

- City of Orlando (on-going)
- Orange County (on-going)
- Osceola County (on-going)
- City of North Port (2011)
- City of Haines City (2009)
- Sumter County (2008)
- Leon County (2008)
- Panama City (2008)
- City of Bozeman, MT (2007)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- Highlands County (2006)
- City of Deltona (2006)
- City of Ft. Pierce (2006)
- Polk County (2005, 2009)
- City of Kissimmee (2003, 2006)
- City of St. Cloud (2003, 2006)
- Citrus County (2003, 2006)
- Volusia County (2003, 2006)
- Pasco County (2006)
- Lake County (2007)
- Collier County (2005, 2008, 2010)

- Citrus County (2006)
- City of Lakeland (2006, 2009)
- City of Tavares (2006)
- Collier County (2005, 2006, 2010)

### Parks and Recreation

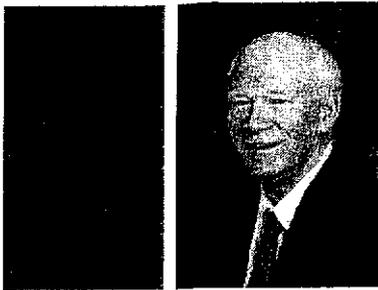
- Orange County (2004, on-going)
- Collier County (2009)
- Volusia County (2008)
- Panama City (2008)
- Lake County (2007)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)
- Citrus County (2006)

### Government Buildings

- City of Parkland (2011)
- Highlands County (2006)
- City of DeBary (2006)
- City of Ft. Pierce (2006)
- Citrus County (2003, 2006)
- Collier County (2003, 2006, 2010)

### Law Enforcement

- Highlands County (2006)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)



**Steven A. Tindale, P.E., AICP**  
President  
Principal-in-Charge



Steve's primary work activities over the last 40 years have involved public funding studies and implementation of related ordinances. He has been involved in the development of impact fees, assessments, and user fees for a variety of infrastructure types, including fire/EMS, schools, parks and recreation, law enforcement, libraries, solid waste, government buildings, and transportation. Prior to this, he was the Public Works Director for the City of Tampa. At this capacity, he worked with several departments, addressing operating and capital budgets and balancing revenues with the level of service provided. His involvement includes studies for the Cities of Oviedo, Bartow, Tampa, Albuquerque, Lakeland, Panama City and Plant City, as well as Orange, Brevard, Flagler, Pinellas, Collier, Marion, Broward, Hernando and Charlotte counties.

Steve introduced the concepts of "marginal costs" and "value added" to impact fee analysis. This was accomplished through the use of extensive database and spreadsheet analysis allowing sophisticated calculations to be made for complete systems and system improvements.

Furthermore, in 1991, Steve was awarded "Most Outstanding Paper" from the Planning Council of the Institute of Transportation Engineers for a paper entitled "Impact Fees—Issues, Concepts, and Approaches." He presented a paper entitled "Smart Growth" at the Impact Fee Symposium in Atlanta and regularly speaks at the Growth & Infrastructure Consortium (GIC, formerly known as National Impact Fee Roundtable).

**Education**

MS, Business Administration/  
Management  
University of South Florida

**Years of Experience**

With TOA: 23  
With Other Firms: 19

**Registrations**

Florida PE # 44181  
AICP # 15621

**Professional Affiliations**

American Institute of  
Certified Planners (AICP)  
American Planning  
Association (APA)  
American Public Works  
Association (APWA)  
Institute of Transportation  
Engineers (ITE)  
Urban Traffic Engineers  
Council (UTEC)

**Representative Projects**

**Transportation/Mobility**

- Orange County (on-going)
- Osceola County (on-going)
- City of Orlando (on-going)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007, 2009)
- City of Haines City (2009)
- Sumter County (2008)
- Leon County (2008)
- City of Tampa (2007)
- City of Ft. Pierce (2006)
- City of Oviedo (2005)
- Polk County (2005, 2009)
- Pasco County (2001, 2006)
- Lake County (2001, 2007)
- Collier County (1999, 2002, 2005, 2008, 2009)
- City of Lakeland (1991, 2008)

**Law Enforcement**

- City of North Port (2011)
- Panama City (2008)

- City of St. Pete Beach (2006, 2007)
- City of Lakeland (2006, 2009)
- City of Tavares (2006)
- City of Oviedo (2005)
- Collier County (2005, 2006, 2010)
- City of Plant City (1989, 2006)

**Parks and Recreation**

- Orange County (on-going)
- City of North Port (2011)
- Collier County (2009)
- Panama City (2008)
- City of Lakeland (2006, 2009)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Oviedo (2005)

**Government Buildings**

- City of Parkland (2011)
- City of Ft. Pierce (2006)
- Collier County (2003, 2006, 2010)
- City of Oviedo (2005)
- City of Deland (2004)





## Robert P. Wallace, P.E., AICP Quality Control/Assurance



Bob has a unique perspective on public funding studies since he has experience in implementing fees both as a public sector official and as a consultant. This experience allows him to be sensitive to both the political process necessary to successfully implement impact fees, assessments, and user fees and to the technical requirements that produce an equitable and legally defensible program.

Bob's public finance experience includes fire, EMS, schools, transportation, parks and recreation, law enforcement, correctional facilities, government buildings, libraries, and solid waste. He has spearheaded the successful adoption of over 120 public funding studies and associated rate schedules. This has been accomplished through over 200 public presentations to impact fee review committees and elected officials.

Bob has also prepared administrative procedures manuals for several program areas. These manuals provide detailed instructions for both government agencies and developers concerning processing applications, and the implementing the program.

### Education

MS, Civil Engineering  
University of South Florida  
BS, Civil Engineering  
University of South Florida

### Years of Experience

With TOA: 22  
With Other Firms: 14

### Registrations

AICP # 15621  
Florida PE # 44181

### Professional Affiliations

American Institute of  
Certified Planners (AICP)  
American Planning  
Association (APA)  
Institute of Industrial  
Engineers  
Institute of Transportation  
Engineers (ITE)  
Growth & Infrastructure  
Consortium, Board of  
Directors

### Representative Projects

#### Transportation

- City of Orlando (on-going)
- Orange County (on-going)
- Osceola County (2006, on-going)
- Leon County (2008)
- Panama City (2008)
- City of Bozeman, MT (2007)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- Highlands County (2006)
- Flagler County (2006)
- City of Kissimmee (2003, 2006)
- City of St. Cloud (2003, 2006)
- Citrus County (2003, 2006)
- Volusia County (2003, 2006)
- Lake County (2001, 2007)
- Hernando County (1997, 2007)
- Pinellas County (1990)

#### Law Enforcement

- Highlands County (2006)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)

- Citrus County (2006)
- City of Tavares (2006)
- City of Plant City (1989, 2006)

#### Parks and Recreation

- Volusia County (2008)
- Panama City (2008)
- Lake County (2007)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- City of Kissimmee (2007)
- City of Apopka (2006)
- Highlands County (2006)
- Citrus County (2006)

#### Government Buildings

- Highlands County (2006)
- Citrus County (2003, 2006)
- Collier County (2003, 2006)
- City of Oviedo (2005)
- City of Deland (2004)
- City of Inverness (2004)





## Robert Layton Planner



Robert joined TOA in 2007 and has since been involved primarily in public finance studies. He has been involved in financial modeling and has also worked with state-wide data regarding trends in various tax revenues, assisting local communities in funding their services, and the variables within the community that impact the productivity of each revenue source.

His background in economics enables him to work effectively with capital improvement programs, expenditure and revenue figures, and other financial material. His recent impact fee clients include the Osceola County, Orange County, City of Orlando, City of Bozeman (MT), Hernando County, Sumter County, Flagler County, Leon County and the City of Panama City.

Robert also has been involved in the preparation of administrative manuals for Hernando County and the City of Kissimmee.

### Representative Projects

#### Impact Fees

- Osceola County (2011-2012)
- Orange County (2011-2012)
- City of North Port (2011)
- City of Orlando (2010, 2012)
- City of Tampa (2009)
- City of Haines City (2009)
- Sumter County (2008)
- Leon County (2008)
- Panama City (2008)
- City of Helena (MT) (2007, 2009)
- Lewis & Clark County (MT) (2007, 2009)
- Flagler County (2006)
- Polk County (2005, 2009)
- Collier County (1999, 2002, 2005, 2008)
- Hernando County (1997, 2007)

#### Funding Studies

- Collier County Fair Share Funding (2009)
- Hillsborough MPO Alternative Funding Study (2011)
- Osceola County Transportation Funding Study (2011)

#### Other

- Orange County Alternative Road Impact Fee Studies (2007-2010)

#### Education

BA, Economics/Business  
Administration  
University of Florida

#### Years of Experience

With TOA: 5

With Other Firms: 0





## Chris Keller, AICP Planner/GIS Analyst



Tindale-Oliver  
&  
Associates, Inc.  
Planning and Engineering

Chris has gained experience in planning and geographic information technologies while working with TOA. He currently is applying these skills to solve various transportation and general planning issues. He has been involved in a wide-variety of projects, including safety studies and data management projects such as FDOT District 7 Pedestrian Safety Action Plans for Hillsborough and Pinellas counties. He has provided technical support and has made general recommendations for several general planning, transit, and public finance studies. Also, he has analyzed state policy planning issues and has provided general mobility recommendations for the Hillsborough County MPO and City of Tampa.

### Education

BA, Geography  
University of South Florida

### Years of Experience

With TOA: 5

With Other Firms: 0

### Professional Affiliations

American Planning  
Association (APA)

American Institute of  
Certified Planners (AICP)

### Technical Skills

- Proficiency in ESRI tools and applications
- Geodatabase/database implementation and management
- Level-of-service analysis
- Knowledge of demographic and socioeconomic data
- Multimodal Transportation Districts and Transportation Concurrency Exception Areas

### Representative Projects

#### Public Finance

- Osceola County - Transportation Impact Fee Update and Funding Study (2011)
- City of Orlando - Multi-Modal Transportation Impact Fee (2010)
- Collier County - Impact Fee Update (2010)
- City of Bartow - Fire Facilities Plan (2009/2010)
- Sumter County - Fire Impact Fee Update (2009)
- Osceola County - School Impact Fee Update (2009)
- City of Helena (MT) - Impact Fee Study (2008/2009)
- City of Tampa - Transportation Impact Fee Study (2008)
- St. Lucie County - Fire District Funding Study (2007)

#### Policy Planning/Comprehensive Planning

- Jacobs/City of Largo - Multimodal Systems Plan (2009)
- Pasco County - Long Range Transportation Plan -- Safety Component (2009)
- Citrus County - Long Range Transportation Plan (2008/2009)
- City of Tampa - TCEA Implementation Land Development Code (2008)
- Polk MPO - Polk County Transportation Vision Plan (2008)
- Martin County - Port Salerno TCEA (2008)
- City of Tampa - TCEA Update (2007/2008)
- Hillsborough MPO - City of Tampa Mobility Element Update (2007)
- Hillsborough MPO - Three-City MMTD Feasibility Study (2007)
- Pinellas Planning Council - Scenic/Non-Commercial Corridor Study (2007)

#### General Planning/Engineering

- Hillsborough County - Street Lighting Needs Assessment (2009)
- FDOT District 5 - Growth Management Contract (2009)

## E. Tyson Smith, Esq., AICP

### *Curriculum Vitae*

#### **FIRM INFORMATION**

##### **White & Smith Planning and Law Group**

255 King Street

Charleston, South Carolina 29401

(843) 937-0201

[tsmith@planningandlaw.com](mailto:tsmith@planningandlaw.com)

[www.planningandlaw.com](http://www.planningandlaw.com)



#### **BACKGROUND**

Tyson Smith has been working in local government law and land use planning since 1992, as an in-house planner and as a planning consultant and attorney. Mr. Smith's experience in these roles – both as a certified planner and attorney – has included tax increment financing, adequate public facilities planning, annexation policy evaluations, subdivision review, growth management programming, taking claim evaluations, and legal defense.

As a consultant to cities, counties, tribes, and non-profits around the country, Mr. Smith has faced, with his clients, a full range of land use challenges, including impact fees, APFOs, concurrency, utility extension policies, transferable development rights, agricultural preservation, inclusionary housing, telecommunications facilities, affordable housing, military encroachment planning, and short-term rental regulation. Mr. Smith is a certified planner and attorney, licensed in Florida and South Carolina.

#### **PROFESSIONAL POSITIONS**

**Partner**, White & Smith | Planning and Law Group (2005-Present)

**Associate**, Freilich, Leitner & Carlisle (2000-2005)

**Assistant City Planner**, City of Key West (1995-1997)

**Planning Technician**, Monroe County, Florida (1992-1993)

#### **EDUCATION BACKGROUND**

*Juris Doctor*, University of Florida (2000)

Master of Arts (Urban and Regional Planning), University of Florida (1995)

Bachelor of Arts (Economics), University of North Carolina at Chapel Hill (1991)

## Impact Fee Study

15. State the firm's methodology for this project:

The City of Port St. Lucie is interested in proposals from firms with experience in impact fee studies, implementation, and administration. The selected firm is requested to update the City's impact fee studies for the following program areas:

- Transportation
- Law Enforcement
- Public Buildings
- Parks and Recreation

The TOA Team includes planners, engineers, economists, and attorneys and has in-depth experience in city planning and impact fee studies for a wide range of program areas, including those listed above. In addition, TOA staff have prepared Fire and Parks Master Plans, Transit Development Plans (TDPs), and other planning studies and understand the relation between impact fees, master plans, and economic development and growth management goals. As such, if desired, TOA's impact fee studies can incorporate a tool that allows local governments to make the necessary policy decisions to support their economic development, land use and growth management goals and provide the desired level of infrastructure.

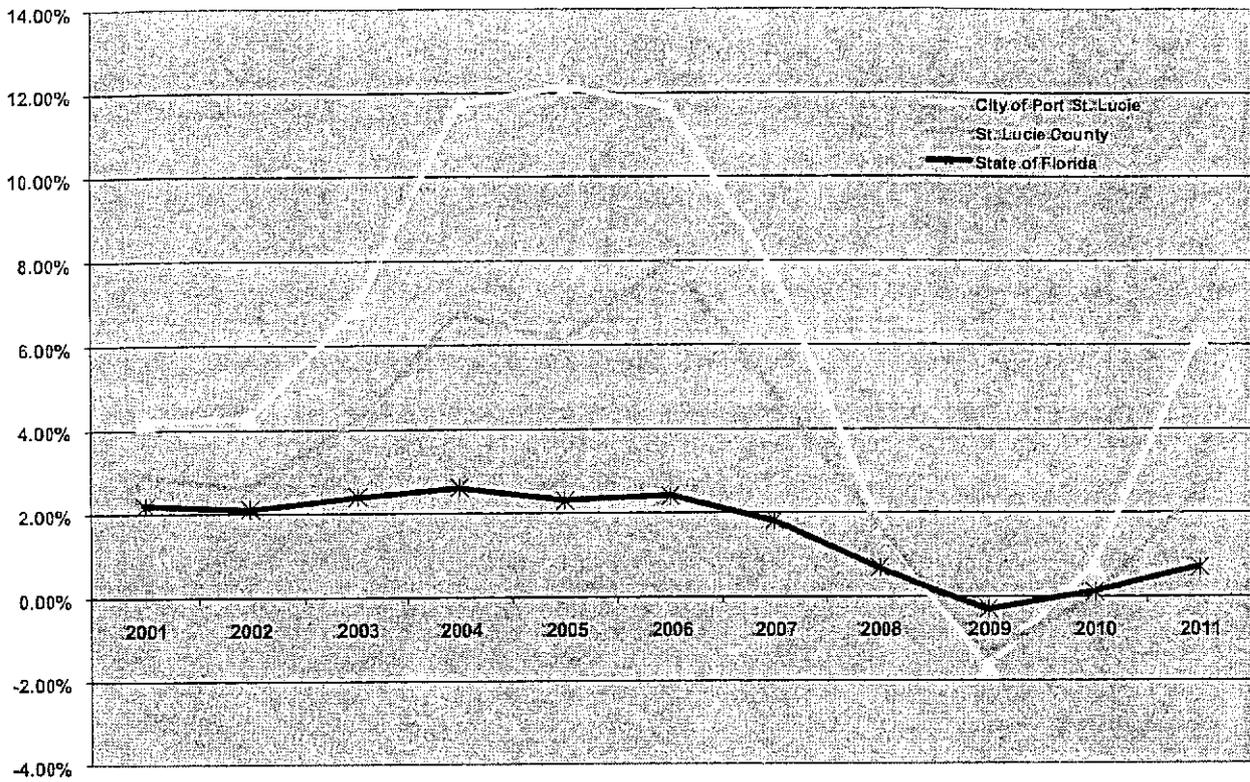
The remainder of this section includes the following:

- Brief background review
- Description of TOA's approach to impact fee calculations and the City's scope of services

## **BACKGROUND REVIEW**

Located in southern St. Lucie County, along the East Coast of Florida, Port St. Lucie has a population of approximately 166,000, and is the fastest growing community within the state and the largest city along the Treasure Coast. The City of Port St. Lucie experienced an average annual growth rate of approximately 8 percent between 2001 and 2007, which was significantly higher than that observed in St. Lucie County and the state of Florida, as shown in Figure 1. Along the same time frame, the City had 35 annexations that increased its land mass by 50 percent. These annexations are mostly located west of Interstate 95 and consist of large scale Developments of Regional Impact (DRI) and several smaller planned or approved Planned Unit Developments (PUD). Similar to other Florida jurisdictions, since 2008, the growth rate decreased, but is still higher than that of the county and state.

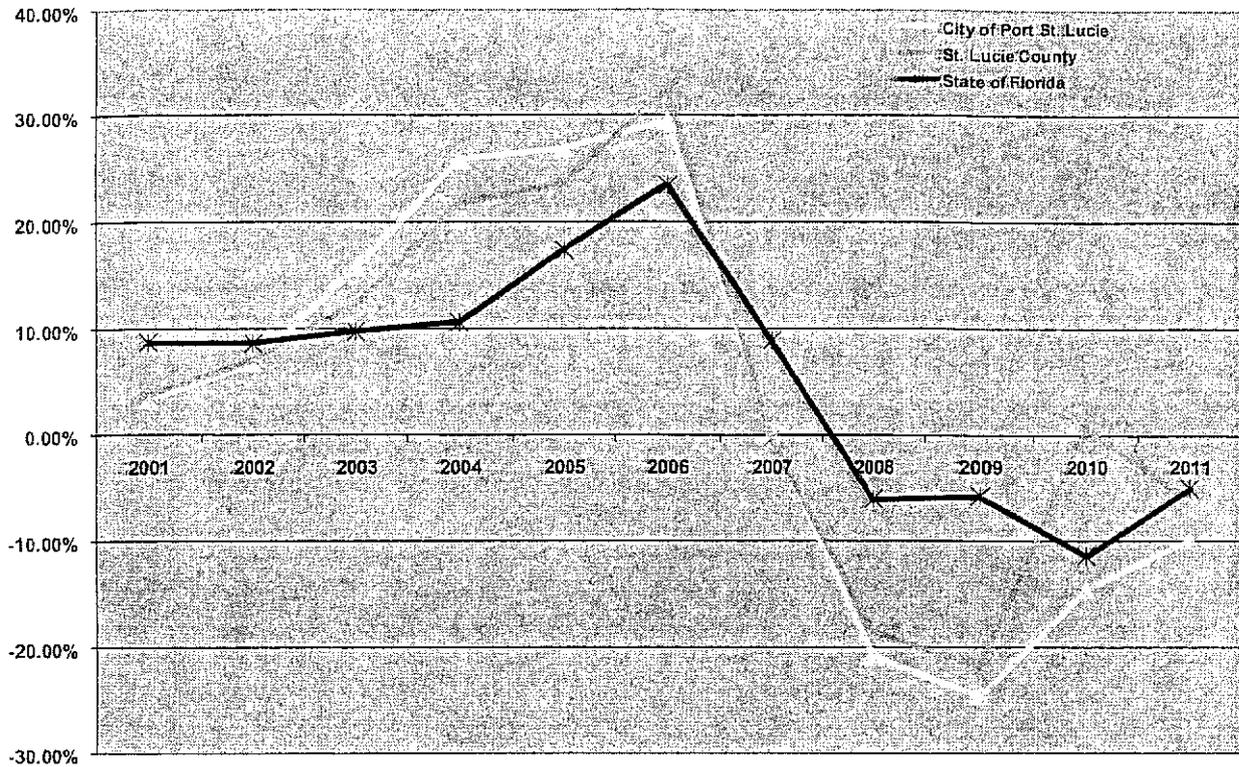
**Figure 1**  
**Population Change (2000 – 2011)**  
**City of Port St. Lucie, St. Lucie County, and the State of Florida**



Source: University of Florida, Bureau of Economic and Business Research

As presented in Figure 2, between 2001 and 2007, the City of Port St. Lucie experienced a high increase in per-capita taxable values (an average of 15 percent per year). Similar to other Florida jurisdictions, since then, the City's tax base started to decline, with an average annual decrease of 17 percent for the past 4 years. With the decrease in ad valorem tax revenues, the availability of other revenue sources becomes more important than ever. **The City's tax base distribution indicates that 75 percent of the property taxes are being generated by residential properties and the remaining 25 percent from non-residential properties. The City is interested in further diversifying its tax base.**

**Figure 2**  
**Change in Taxable Value per Capita (2000 – 2011)**  
**City of Port St. Lucie, St. Lucie County, and the State of Florida**



Source: State of Florida, Office of Economic and Demographic Research

Port St. Lucie is a master planned development and is served by three major north-south highways, including Interstate 95, the Florida Turnpike, and US Highway #1. The city includes 116 square miles, of which, 57 percent is built-out.

Some of the issues listed in the City’s 2010 Evaluation and Appraisal Report (EAR) include the following:

- The need to maintain the older areas of the City through neighborhood preservation and/or redevelopment to avoid decline (i.e., protected neighborhoods).
- The need for more mixed use development or nodes at major intersections to allow for greater flexibility and to ensure that services are available where people live to reduce vehicular miles traveled.
- The need for greater diversity in housing choices in the city to serve a variety of ages and incomes.
- The need to create a diverse economic base to keep up with population growth.
- The need to explore establishing an economic development plan for the City and developing strategies for job creation, diversification, retention, and attracting target industries.
- The need for the City to incorporate a multi-modal approach to transportation management that includes pedestrian and bicycle facilities, buses, ride sharing, and park and ride lots.

#### Impact Fee Study

Given these goals, the City may be interested in converting its roadway-based transportation impact fee to a mobility fee to have the flexibility to build infrastructure for all transportation modes as opposed to only roadways.

In addition, TOA has developed a Smart Growth approach in calculating impact fees and can assist the City in achieving these goals as well as moderating the impact of the fees on new development.

The City's impact fee program includes the four program areas listed previously and was last updated in 2005. Given the recent fluctuations in cost, and to reflect the most recent and localized data, the City asked for proposals from qualified firms to update the impact fees in these four program areas.

Through our previous impact fee work for the City of Ft. Pierce and St. Lucie County, the TOA Team is familiar with conditions within the region. In addition, to better understand the current issues facing the City and to assist us in developing a scope of services that demonstrates both our interest in working for the City and our unique approach to impact fee projects, TOA has completed a preliminary review of several documents, including:

- 2005 Impact Fee Study: This document provides information on the technical basis of the current impact fee program. As mentioned previously, through our impact fee work for the transportation, public buildings, law enforcement, and parks and recreation program areas throughout Florida, we have an in-depth understanding of impact fee methodologies used. More recently, TOA developed several methodology options that enable local governments to incorporate their economic and planning goals into the impact fee methodology, including changes to standard impact fee credit equations, encouragement of development in urbanized areas through differentiation in impact fee levels by geographic subareas, and incentives for targeted or "most favored" land uses. These innovations are available to the City of Port St. Lucie.
- Financial Reports and Capital Improvement Program – These documents provide an understanding of planned projects as well as associated funding sources and the level of reliance on impact fee revenues to fund capacity expansion projects.
- Comprehensive Plan and EAR Update – These documents provide an understanding of the City's goals and policies in terms of growth patterns, desired land uses, and type of future infrastructure.

The scope of services to address the update of these impact fees is organized into five major tasks that outline the analysis related to initial background review/methodology evaluation, technical analysis to update the fee for each program area, a technical report, the ordinance update, and meetings/presentations.

The work plan for each of the five major tasks is presented in the following paragraphs.

Impact Fee Study  
**SCOPE OF SERVICES**

**TASK 1: Background and Methodology Review**

Upon receipt of the Notice to Proceed, TOA will coordinate with the City the collection of the specific studies, data, technical reports, and other related information necessary to complete each impact fee update study. A preliminary list of data items needed is included at the end of this section. It is requested that the City's Project Manager assemble as much of the requested data as possible and have it available prior to or at the kickoff meeting.

TOA will review the background information and identify if any of the current impact fee structures does not meet the technical requirements of the dual rational nexus test. We understand that the City's adopted impact fees are calculated using a plan-based and incremental expansion methods. TOA is familiar with these as well as consumption based approach, and will discuss available methods with the City in determining the best approach for the study.

TOA will facilitate a kickoff meeting with key City staff to identify and discuss major technical, legal, and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule, as necessary. Some of the technical and policy issues that will be discussed include the following:

- Legal basis, purpose, and requirements for impact fees.
- Summary of the City's current impact fee ordinance and the impact fee calculation methodology used in the previous studies and recommended changes (if any).
- Consumption-based vs. needs-based methodologies, and TOA's Smart Growth methodology and approach.
- Possibility of converting a roadway-based transportation impact fee to a mobility fee with the flexibility to spend impact fees for stand-alone transit, bicycle, and pedestrian projects.
- Recent trends in land and construction costs experienced by the city and other jurisdictions in Florida.
- Capital improvement plans and projects and associated funding sources and levels, including other potential options to fund the roadways or a multi-modal transportation system.
- Review of land uses included in the current fee schedules and potential changes, if necessary.
- Economic development and growth management goals and policies.
- Reduction in impact fees for land uses that generate fewer vehicle miles of travel, such as traditional neighborhood development, mixed use development, and transit oriented development.
- Other potential changes to the Impact Fee Ordinance, if any.

The City will provide to TOA with copies of all relevant plans, studies, and documents needed to perform the project tasks. TOA will review the background material and summarize data gaps and responsibilities resulting from the kickoff meeting.

**TASK 2: Technical Analysis**

This task addresses the update to the City's impact fee program, which will result in an impact fee reflecting the capital costs of providing infrastructure in each program area in Port St. Lucie. This work effort includes the development of the inventory of existing facilities, calculations of level of service, preparation of a demand

Impact Fee Study

component, and a review of the construction, land, right-of-way, vehicle, equipment, and other related costs and credits.

### **Subtask 2.1 – Inventory of Existing Facilities, Standards, and Level of Service**

The City will provide an inventory of each infrastructure type within the city as well as planned facilities. In the case of transportation, this will include roadway inventory that indicates location (on/from/to), length, daily traffic volumes, existing and future planned capacity, and other relevant characteristics. In the case of parks and recreation impact fee program area, the inventory will include useable acreage (excluding wetlands, etc.) of community, large neighborhood, and wilderness parks and recreational facilities. For the public buildings impact fee, the inventory will include a list of buildings with associated square footage and acreage. In the case of law enforcement, the inventory will include stations and other buildings, vehicles, and equipment.

The existing level of service (LOS) will be calculated for each program area and will be compared to the LOS standards included in the City's Comprehensive Plan. Based on this analysis and discussion with City representatives, future levels of service for each program area will be identified. Results of the Task 2.1 analysis will be documented in the technical report.

### **Subtask 2.2 – Demand Component**

Demand component measures the impact of new growth on the need for capital facilities and demonstrates the relationship between the impact of growth (by land use) and the capital facility needs. TOA will calculate the demand component for each impact fee program area. In the case of transportation impact fee, demand is measured in terms of vehicle miles of travel (VMT). TOA has an extensive database that includes trip characteristics studies conducted primarily in Florida for over 40 land uses, which was used during the previous transportation impact fee and mobility fee studies throughout Florida (referenced and used in the City's 2005 impact fee study as well). In addition, if the City desires, this information can be supplemented with local trip characteristics studies. Otherwise, the demand component will be updated based on secondary data sources, such as the latest ITE *Trip Generation Handbook*, TOA's trip characteristics database, and any alternative studies that may have been conducted in Port St. Lucie.

In the case of public buildings and law enforcement impact fees, TOA typically uses functional population per unit of land use. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of public buildings and law enforcement services based on full-time equivalent persons present at each land use throughout the day. Our review of the City's 2005 study suggests that the study used number of employees per 1,000 square foot for non-residential land uses to calculate the demand component of the public buildings impact fee, which is similar in concept to functional population except the functional population also takes into account visitors/customers at each land use. TOA is also familiar with incident-based demand calculations and will discuss all three approaches with the City prior to finalizing the demand component for the public buildings and law enforcement impact fee program areas.

For the parks and recreation facilities impact fee, TOA will calculate the demand component using 2010 Census data. Consistent with the City's current impact fee study, TOA typically uses population per unit of land use and includes only residential land uses in the recreation and parks impact fee schedules.

#### Impact Fee Study

For all program areas, with the exception of the parks and recreation facilities impact fee, which is charged only to residential land uses, the City's current impact fee schedule includes approximately 10 to 30 land uses. These land uses will be reviewed and, based on discussions with City staff, changes will be suggested, if necessary. This work effort will be documented in the technical report.

#### **Subtask 2.3 – Cost Component**

The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Port St. Lucie. Cost elements reviewed will include design and engineering inspection, construction, right-of-way, land purchase, vehicle/equipment purchase, and other related costs. TOA will review the Capital Improvement Program, annual budgets/reports, recent bids, recently-completed local projects, and other relevant documents to identify capital service facility system improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the City. TOA has an extensive cost database that includes cost data from other jurisdictions based on recent construction or bids and discussions with architects and construction managers. Information obtained from the City will be compared to and supplemented by this database to augment the sample size of projects used to determine the final cost component of the impact fee equation. This work effort will be documented in the technical report.

#### **Subtask 2.4 – Credit Component**

TOA will review historical and projected capital improvement funding sources and expenditures for land, construction, design and engineering inspection, and other related costs in Port. St. Lucie. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. This information will be used to prepare the credit component of the impact fee formula. This work effort will be documented in the technical report.

#### **TASK 3 — Draft and Final Technical Reports**

TOA will document the work efforts completed in Tasks 1 and 2 in a Technical Report. More specifically, the Technical Report will provide the following:

- Impact fee methodology/framework used for each impact fee.
- Supporting calculations and data for the resulting fee schedule.
- Calculated fee schedule.
- Any changes to the existing fee structure.
- Comparison of calculated fee schedule to the current adopted fee schedule and fee schedules adopted by local governments in St. Lucie County as well as surrounding counties and municipalities.
- Documentation of projects that are or could be impact fee eligible based on the City's Comprehensive Plan, Capital Improvements Element, and related adopted levels of service standards.

This report will be forwarded to City staff for review, and a meeting will be held with City staff to review the technical report. TOA will address comments received from the staff and prepare the final Technical Report.

#### **TASK 4: Ordinance Update and Administrative Manual**

White & Smith will review the technical study from a legal perspective and work with the City Attorney to update the City's impact fee ordinance to implement the updated studies and fee schedules. The ordinance will

#### Impact Fee Study

include, but not be limited to, the following sections:

- Introductions
- Findings/Purpose
- Rules of Construction
- Definitions
- Impositions of Fees
- Fee Schedule for Annual Increases
- Establishment of Impact Fee Funds
- Use of Impact Fees
- Refunds
- Exemptions
- Offsets and Credits
- Relief and Appeals
- Period Review of Fees
- Penalties

In addition, TOA will develop an administrative manual for use by City staff. TOA has written numerous impact fee administrative manuals for counties and cities throughout Florida. Based on this experience, we will develop recommended administrative procedures to streamline the overall administration of the impact fee program. This will include the development of an administrative procedures manual, sample forms, and an informational brochure for the general public. The administrative procedures manual will be designed to follow and carry out the intent of the implementing impact fee ordinances, assign responsibilities for the duties enumerated in the Ordinance and set forth procedures to be followed.

#### **TASK 5: Meetings and Presentations**

TOA will conduct a series of meetings with City staff, public boards/committees, and the City Council throughout the project. These meetings are envisioned to include the following:

- A kickoff meeting to discuss the overall project approach and schedule, impact fee methodology, the City's growth management and economic development goals, legal considerations, a facility plan overview, funding availability and structure overview, data needs, data gaps and their resolution, and project responsibilities between the Consultant and City staff.
- A draft report review meeting/presentation with City staff and City administration to review the study findings, respond to questions, and to prepare for the implementation process.
- One public workshop with the City Council to present to the study findings and respond to questions.
- One public hearing for the adoption.

In addition to these formal meetings, TOA Project Manager will be in continuous contact with the City's Project Manager to ensure that the City is fully aware of the study progress. In addition, the number of meetings can be adjusted based on the needs of the City.

## **OPTIONAL SERVICES**

Based on a review of the City's planning documents, TOA has identified additional analysis that may be useful. The project cost does not include effort associated with these optional tasks.

### **Development of Smart Growth Approach**

In the 2010 EAR update, the City included goals and policies that encourage redevelopment and infill development, appropriate mixes of land uses to support shorter trip lengths, multimodal transportation, and reduced dependence on automobiles and further diversify the City's economy and tax base.

This task will review the critical planning assumptions, regulatory approval process, capital improvements programming, and the City's financial framework, philosophy, and budgetary documents. The purpose of this review is to obtain a strong understanding of the current conditions within the community as well as the City's overall goals.

As part of this Task, TOA will apply the "Smart Growth" model that provides flexibility in the levels of impact fees by area or land use and assists the City in developing incentives to encourage the desired types of future development in targeted areas of the city.

More specifically, the "Smart Growth Model" includes three components:

- **Rate of Growth Analysis** – The rate of growth concept allows impact fees to be sensitive to the growth rate of various areas within the city. In the past, TOA has directly integrated the rate of growth into the impact fee equation and now is using this concept in our current ongoing impact/mobility fee studies. This approach reconciles the relationship between consumption-based and needs-based impact fee methodologies and generally reduces impact fees in built-up areas.
- **Buy-down by Geographic Area and Geographic Goals** – This approach will allow the City to place a priority on Mixed-Use Corridors, Urban Infill Districts, and other geographic areas to incentivize more efficient land use patterns as set forth in the City's Comprehensive Plan. For example, the geographic area buy-down could be used to meet the individual goals of designated neighborhoods and/or centers by leveraging other revenues to offset impact fee costs.
- **Buy-down of "Most Favored Uses"** – This approach, developed by TOA, allows communities to establish policies for reductions in impact fees paid by targeted land uses due to the overall benefit and need for specific land uses in targeted geographic areas of the city. A long-term benefit created by these policies also may include improved revenue generation by having a more diverse set of land uses generating revenue, which brings revenue stability in the future.

Upon completion of the review of relevant elements of the City's Comprehensive Plan, annexation history, and plans, other related planning documents, and economic and demographic variables, TOA will hold a workshop with City administrators and staff to discuss the City's goals and objectives as well as review TOA's Smart Growth approach to impact fees. Input received from this discussion will be incorporated into TOA's model, and preliminary results will be discussed with the City in a meeting to finalize the approach. White & Smith has been working with TOA in other jurisdictions to ensure that this approach meets the legal requirements. The finalized approach will be incorporated into the technical analysis, impact fee calculations, and fee schedules.

### Impact Fee Study

Additionally, based on review and direction of policy and technical considerations from previous tasks, the TOA Team will provide goal and objective recommendations to the City's Comprehensive Plan and other suggestions to the development review processes, including expedited permit issuance for targeted land uses in targeted geographic areas.

### **Development of a Multimodal Transportation Impact Fee**

The City's 2010 EAR update makes several references to the need for a multi-modal transportation system to facilitate efficient movement of people and freight. If the City desires to move forward with the development of a Multimodal Transportation Impact Fee or Mobility Fee, the TOA Team will convert the transportation impact fee to a Multimodal Transportation Impact Fee and provide the City with the flexibility to spend impact fees on transit, bicycle, and pedestrian stand-alone capital projects. If desired, adjustments to the transportation impact fee sub-tasks will be necessary, including the conversion of demand component from vehicle miles of travel (VMT) to person miles of travel (PMT), developing capacity calculations for alternative modes of travel, developing asset based cost calculations and addressing credit calculations for alternative modes.

### **Alternative Revenue Sources**

This task will review existing and potential revenue sources for capital and operating expenses for transportation, law enforcement, public buildings and parks and recreation services. Revenue sources to be considered in this evaluation will be reviewed and approved by the City. Based on available population and employment projections, revenue estimates for selected revenue sources will be provided for the short- (5 to 10 years) and long- (15 to 20 years) range planning horizons.

Assumptions used to develop revenue streams will be documented. A summary matrix will be created that documents the revenue source, pros and cons, and implementation considerations. Based on direction from City staff, TOA will develop two alternative funding options. These options will include a mix of revenue sources to fund the multi-modal improvements and operating costs for the short- and long-range planning horizons. The funding options will be presented in summary tables with a brief summary of each of the funding options.

## **PRELIMINARY DATA REQUIREMENTS**

To meet the City's time frame for the study and expedite the project kickoff, preliminary data requirements are identified below for each relevant program area.

### **Transportation**

- Copies of independent impact fee studies or trip characteristics studies prepared (if any).
- Detailed cost and project information for any new road construction or lane addition projects over the past three to four years. Please provide a description and location of the project, number of lanes added, length, and project cost. The cost should be broken down as PE/design, Right-of-Way (ROW), Construction, and Construction Engineering/Inspection (CEI), if available. For projects that are not fully completed, please indicate the completed phases.
- Construction bid documents for lane addition/new road projects over the past three to four years. If not

#### Impact Fee Study

included in the bid document, please provide a description and the location of the project, number of lanes added, length, and cost.

- Inventory of existing roadways (preferably in an electronic spreadsheet format), including number of lanes existing today and lanes projected in the Long Range Cost Affordable Plan, type of facility, average daily volume today and in the Long Range Cost Affordable Plan, daily capacity today and in the Long Range Cost Affordable Plan, current and projected levels of service, level of service standard and jurisdiction (i.e., city, county, state).
- Actual capital expansion expenditures over the past five years for transportation capacity projects (roadway construction, right-of-way, traffic signals, intersection improvements, debt service, etc.) and associated funding sources and levels.
- Future capital expansion projects (next five years) for transportation capacity projects and associated funding sources and levels.
- Debt service schedules (if any) showing start and end dates and amounts per year for principal and interest.
- Transportation Master Plan (if any).

#### Law Enforcement

- Inventory of current law enforcement facilities, equipment, and land.
- Number of officers and classification.
- Existing level of service standard (if any).
- Current cost of police equipment (officer equipment, police cars, communication equipment, etc.).
- Construction cost of any recently built stations/facilities or recent bids.
- Any recent land purchases for law enforcement facilities (year of purchase, acreage, cost, etc.)
- Actual capital expansion expenditures over the past five years (land, facilities, debt service, etc.) and associated funding sources and levels.
- Future capital expansion projects (next five years) for law enforcement facilities and associated funding sources and levels.
- Debt service schedules (if any) showing start and end dates and amounts per year for principal and interest.
- Facility Master Plan (if any) for law enforcement facilities.
- Population within the service area (if different than citywide).

#### Public Buildings

- Inventory of current public buildings, including square footage and acreage.
- Existing level of service standards (if any).
- Any recent bids or construction costs of public facilities.
- Any recent land purchases for public buildings (year of purchase, acreage, cost, etc.)
- Actual capital expansion expenditures over the past five years (land, facilities, debt service, etc.) and associated funding sources and levels.

#### Impact Fee Study

- Future capital expansion projects (next five years) for public buildings and associated funding sources and levels.
- Debt service schedules (if any) showing start and end dates and amounts per year for principal and interest.
- Facility Master Plan for public buildings.

#### Recreation and Parks

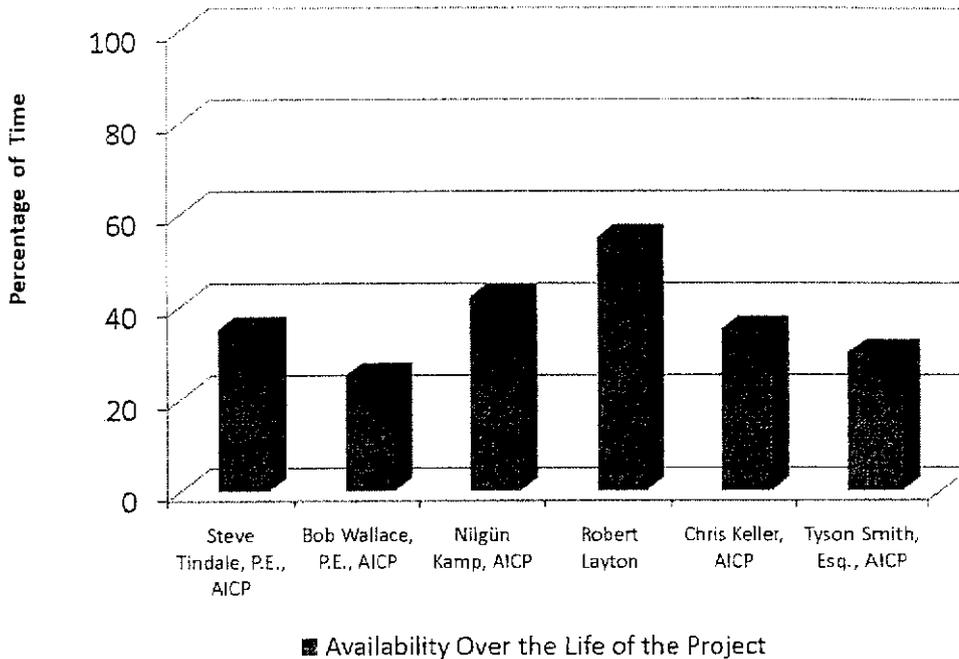
- Inventory and classification of current parks and recreation facilities.
- Existing level of service standards.
- Current cost of facilities (land, facilities, etc.).
- Any recent park land purchases (year of purchase, acreage, cost, etc.)
- Actual capital expansion expenditures over the past five years (land, facilities, debt service, etc.) and associated funding sources and levels.
- Future capital expansion projects (next five years) for parks and recreation facilities and associated funding sources and levels.
- Debt service schedules (if any) showing start and end dates and amounts per year for principal and interest.
- Facility Master Plan for parks and recreation facilities in the city.

Impact Fee Study

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Please see the following chart for staff availability for the impact fee study for the City of Port St. Lucie.	

City of Port St. Lucie – Impact Fee Study  
TOA Team Staff Availability Chart



17. State your firm's ability to meet budget and schedule:

The TOA Team has a reputation for completing projects on time while meeting or exceeding the clients expectation of quality. This is accomplished through the development of detailed tasks, time management practices, project staff meetings with assigned personnel, and regular communication with the client project manager.

To ensure that the study stays on schedule, the TOA Team conducts weekly internal project meetings to communicate on the progress of this project to ensure that we continue to meet the project schedule.

In addition to the periodic meetings outlined under Task 5 of the Scope of Services, the TOA Team will be in contact with City staff on a regular basis through phone conferences regarding any questions about the data, progress of the study, and other related issues.

After reviewing our current commitments, we are confident that we will be able to meet the City's desired schedule.

Impact Fee Study

18. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

Based on its past experience, TOA found the following to minimize cost for our clients:

- A well defined scope of services that is agreed upon from the beginning;
- A City staff member/project manager assigned as the primary coordinator for the City. This person ensures that the most up to date data is sent to Consultant in a timely manner. Frequent changes to the data result in loss of time and budget.
- Coordination of meetings for multiple fees so that the Consultant can meet with all of the departments during the same trip instead of making several separate trips, which increase the cost.
- Similarly, conducting a study that addresses multiple impact fee program areas reduces the overall cost since certain common tasks can be completed one time for all fee areas. If the City is interested in any of the optional tasks, the additional budget for these tasks would be lower if they were completed as part of the impact fee update study compared to if they were conducted separately at a later date.

19. Identify any sub-consultant(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications
Tyson Smith, AICP	225 King Street, Charleston, SC 29401	Legal review, ordinance preparation

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Consultant; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

(This is a Word document – add lines if needed)

21. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No (X)

If yes, please explain:

22. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

No. Tindale-Oliver & Associates, Inc. has not been involved in any lawsuits/litigations.

(N/A is not an answer - list all in this section)

23. List any judgments from lawsuits in the last five (5) years:

Tindale-Oliver & Associates, Inc. has had no judgments from lawsuits in the last five years.

(N/A is not an answer - list all in this section)

Impact Fee Study

24. List any criminal violations and/or convictions of the Proposer and/or any of its principals: Neither Tindale-Oliver & Associates, Inc. nor any of its principals, have had any criminal violations and/or convictions.

(N/A is not an answer - list all in this section)

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

TOA's Public Finance, Infrastructure Planning & Smart Growth Team specializes in impact fee studies, assessments, user fees, and alternative funding studies. TOA is very familiar with various methodologies used to prepare impact fees and knows how to apply each methodology correctly to ensure that new development is not overcharged and that the fees are legally defensible. TOA views each study/contract as an opportunity to advance technical aspects of the impact fee studies. Some of the key accomplishments include the following:

- TOA compiled extensive databases of Florida trip characteristics studies and cost data based on recently built structures, discussions with architects, recent bids, etc. Given that the 2006 legislation requires the use of local data and given the recent fluctuations in cost, these databases are invaluable in developing accurate impact fee schedules, consistent with the legal requirements.
- Through the previous contracts, TOA developed a database that compares all variables of the impact fee equation across jurisdictions. This tool allows us to identify any out-of-ordinary trends, ensure the calculations are correct, and be able to provide supplementary information to our clients.
- Given this detailed analysis, no impact fee study or ordinance completed under the direction of TOA has ever been successfully challenged in any court system.
- TOA conducted a detailed level of service analysis for public buildings and law enforcement facilities to determine variables that are important in determining the necessary space for public buildings and law enforcement services. Some of the issues analyzed included whether the public buildings and law enforcement building space is directly related to population or whether there are any economies of scale in the number of public employees and police officers as population increases.
- TOA conducted the only localized indexing study in Florida that we are aware of. While most indexing studies rely on national or regional indices, this study provided a method to adjust the national indices to the local community's prices/cost and provide a more accurate indexing factor.
- TOA's Smart Growth approach takes into consideration recent decrease in population growth. TOA was able to adjust the impact fee methodology so that impact fee calculations take into consideration slower growth rates and allow impact fee levels to be reduced based on policy, consistent with the community's economic development and growth management goals, while maintaining the existing level of service. This approach merges consumption-based and needs-based methodologies and gives local governments the flexibility to provide incentives to targeted areas and/or land uses.

Impact Fee Study

- Both Steve Tindale and Bob Wallace are recognized experts in the areas of impact fees, concurrency management, and comprehensive planning, having successfully represented multiple governmental agencies on matters relating to impact fees in quasi-judicial hearings and administrative hearings, as well as the Florida Supreme Court. In past expert witness services, Steve Tindale and Bob Wallace have provided key testimony that resulted in across-the-board victories for their governmental clients.
- Steve Tindale, Bill Oliver and Bob Wallace have written papers that set national standards and procedures on how to properly develop impact fee programs. These papers have been used to develop impact fees in communities across the country.

26. Concerning Impact Fee Studies and Implementation, list the projects that best illustrate the **Florida** experience of the firm and current staff which is being assigned to this project. (List 5 projects that were completed within the last five (5) years.)

26.1) Name & Location of the project

Impact Fee Study – Fort Pierce, Florida

---

The nature of the firm's responsibility on this project

Prime Consultant

---

Project Owner's Representative name, address & phone number

Erica Ehly (772) 460-2200

---

100 North US 1, Ft. Pierce, FL 34954

---

Project user Agency's representative name, address & phone number

City of Fort Pierce (772) 460-2200

---

100 North US 1, Ft. Pierce, FL 34954

---

Date project was completed or is anticipated to be completed

November 2008

---

Population of entity for which the Feasibility Study was done 42,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

\$133,078 – There was no significant difference between the forecasted cost and actual cost.

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Work for which the staff was responsible

Impact fee technical study, ordinance preparation, administrative manual preparation, staff training, presentations

---

Present status of this project

Completed

---

Impact Fee Study

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project  
Steven A. Tindale, P.E., AICP – Principal-in-Charge; Nilgun Kamp, AICP – Project Manager;  
Tyson Smith, AICP – Legal Advisor

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?  
Yes, TOA is always available for any subsequent questions and provide responses in a timely manner. Our goal is not only to do a study, but is to establish a relation with everyone of our cliens.

\*\*\*\*\*

26.2) Name & Location of the project  
Impact Fee Studies – Collier County, Florida

The nature of the firms responsibility on this project  
Prime Consultant

Project Owner's Representative name, address & phone number  
Amy Patterson (239) 403-2369  
2800 North Horseshoe Drive, Naples, FL 33942

Project user Agency's representative name, address & phone number  
Collier County (239) 403-2369  
2800 North Horseshoe Drive, Naples, FL 33942

Date project was completed or is anticipated to be completed  
September 2012

Population of entity for which the Feasibility Study was done 330,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
\$421,000 (update 7 fees) -- There was no significant difference between the forecasted cost and actual cost.

Present status of this project  
In Progress – TOA has been conducting impact fee studies and related support for Collier County continuously since 2002. As such, each year we have on-going studies for the County.

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project  
Steven A. Tindale, P.E., AICP – Principal In Charge;  
Nilgun Kamp, AICP – Project Manager  
Robert Layton – Project Planner/Economist  
Chris Keller – GIS Specialist

Impact Fee Study

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Yes. We receive calls with questions from the County on a regular basis, and it is TOA's company policy to be available to our clients after the completion of the study. All questions are responded to in a timely manner.

\*\*\*\*\*

26.3) Name & Location of the project

Impact Fee Studies – City of Oviedo, Florida

The nature of the firm's responsibility on this project

Prime Consultant

Project Owner's Representative name, address & phone number

Debra Pierre (407) 977-6043

400 Alexandria Blvd., Oviedo, FL 32765

Project user Agency's representative name, address & phone number

City of Oviedo (407) 977-6043

400 Alexandria Blvd., Oviedo, FL 32765

Date project was completed or is anticipated to be completed

September 2006 (retained again in May 2012 for the update study)

Population of entity for which the Feasibility Study was done 32,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

\$124,639 -- There was no significant difference between the forecasted cost and actual cost.

Present status of this project

Completed

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Robert Wallace, P.E., AICP – Principal-in-Charge; Nilgun Kamp, AICP – Project Manager;

Steven Tindale, P.E., AICP – Quality Control; Tyson Smith, AICP – Legal Advisor

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Yes, as part of our policy as explained above. TOA was reselected for the City's update study in 2012, and during the selection process, the City staff made a note that TOA was always available to help during the five year period between updates.

Impact Fee Study

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26.4) Name & Location of the project  
Fire, Law, and Parks Impact Fee Update – City of Lakeland, Florida

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The nature of the firms responsibility on this project  
Prime Consultant

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Project Owner's Representative name, address & phone number  
Nancy Michel (863) 834-6011  
228 S. Massachusetts Avenue, Lakeland, FL 33801

---

Project user Agency's representative name, address & phone number  
City of Lakeland (863) 834-6011  
228 S. Massachusetts Avenue, Lakeland, FL 33801

---

Date project was completed or is anticipated to be completed  
June 2010

---

Population of entity for which the Feasibility Study was done 95,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
\$35,000 -- There was no significant difference between the forecasted cost and actual cost.

---

Present status of this project  
Completed

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project  
Steven Tindale, P.E., AICP – Principal-in-Charge; Nilgun Kamp, AICP – Project Manager;

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Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?  
Yes.

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26.5) Name & Location of the project  
Impact Fee Studies – Orange County, Florida

---

The nature of the firms responsibility on this project  
Prime Consultant

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Project Owner's Representative name, address & phone number  
RFP-#20120044

Impact Fee Study  
Chris Testerman (407) 836-5883  
201 Rosalind Avenue, 2<sup>nd</sup> Floor, Orlando, FL 32801

Project user Agency's representative name, address & phone number  
Orange County (407) 836-5883  
PO Box 1393, Orlando, FL 32802

Date project was completed or is anticipated to be completed  
September 2012

Population of entity for which the Feasibility Study was done 743,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
\$35,000 Parks \$117,000 Transportation

Present status of this project  
In Process

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project  
Steven Tindale, P.E., AICP – Principal-in-Charge; Nilgun Kamp, AICP – Project Manager;  
Robert Wallace, P.E., AICP – Quality Control; Robert Layton – Project Planner; Chris Keller, AICP - GIS Analyst; Tyson Smith, AICP – Legal Advisor

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?  
The project is still on-going, but we will be available for any questions after the study is completed.

\*\*\*\*\*  
**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

<b>Addendum Number</b>	<b>Date Issued</b>
1	May 3, 2012

**AGREEMENT** - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

Impact Fee Study

**CERTIFICATION:**

This RFP is submitted by: I (print) Steven A. Tindale, P.E., AICP am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

**Proposer has read and accepts the terms and conditions of the City's standard contract:**

Steven A Tindale

Signature

President/Chief Executive Officer

Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

**Witnesses:**

Theresa B  
Sarah J. Rader  
Karrie L Smith  
Andru B John

**If Partnership:**

Tindale-Oliver & Associates, Inc.  
Print Name of Firm

By: \_\_\_\_\_  
(General Partner)

**If Corporation:**

Tindale-Oliver & Associates, Inc  
Print Name of Corporation

**If Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: Steven A Tindale  
(President)

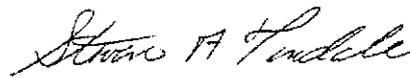
Attest: Steven A Tindale  
(Secretary)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
Tindale-Oliver & Associates, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

May 23, 2012

Date

**CHECKLIST**  
**E-RFP #20120044**

**Impact Fee Study for the City of Port St. Lucie**

Name of Proposer: Tindale-Oliver & Associates, Inc.

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- Required W-9 as per Section 1.13.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Reviewed the Contract and accept all City Terms and Conditions.
- Proposer's Questionnaire uploaded to Demandstar (pages 12 -21).
- List of all sub-consultants (list on the Questionnaire).
- Organizational Chart.
- Resumes of key personnel that will be assigned to this Contract.
- Drug Free Form.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET\***



Certificate of Insurance

Tab B

# Tab B - Certificate of Insurance

As required by E-RFP #20120044, City of Port St. Lucie Impact Fee Study, our firm's Certificate of Insurance can be found on the following page.





DESCRIPTIONS (Continued from Page 1)

and Contract #20120044 for Impact Fee Study for the City of Port St. Lucie shall be listed as additional insured as respects commercial general liability (CG D3 79 09/07) where required by written contract. This coverage applies per project (CG D3 79 09/07). This coverage is primary and non-contributory. Contractual Liability is included, and severability of interest provision. Waiver of Subrogation in favor of the City of Port St. Lucie applies to all policies. Thirty (30) days advance written notice of cancellation or material change is given to the certificate holder.

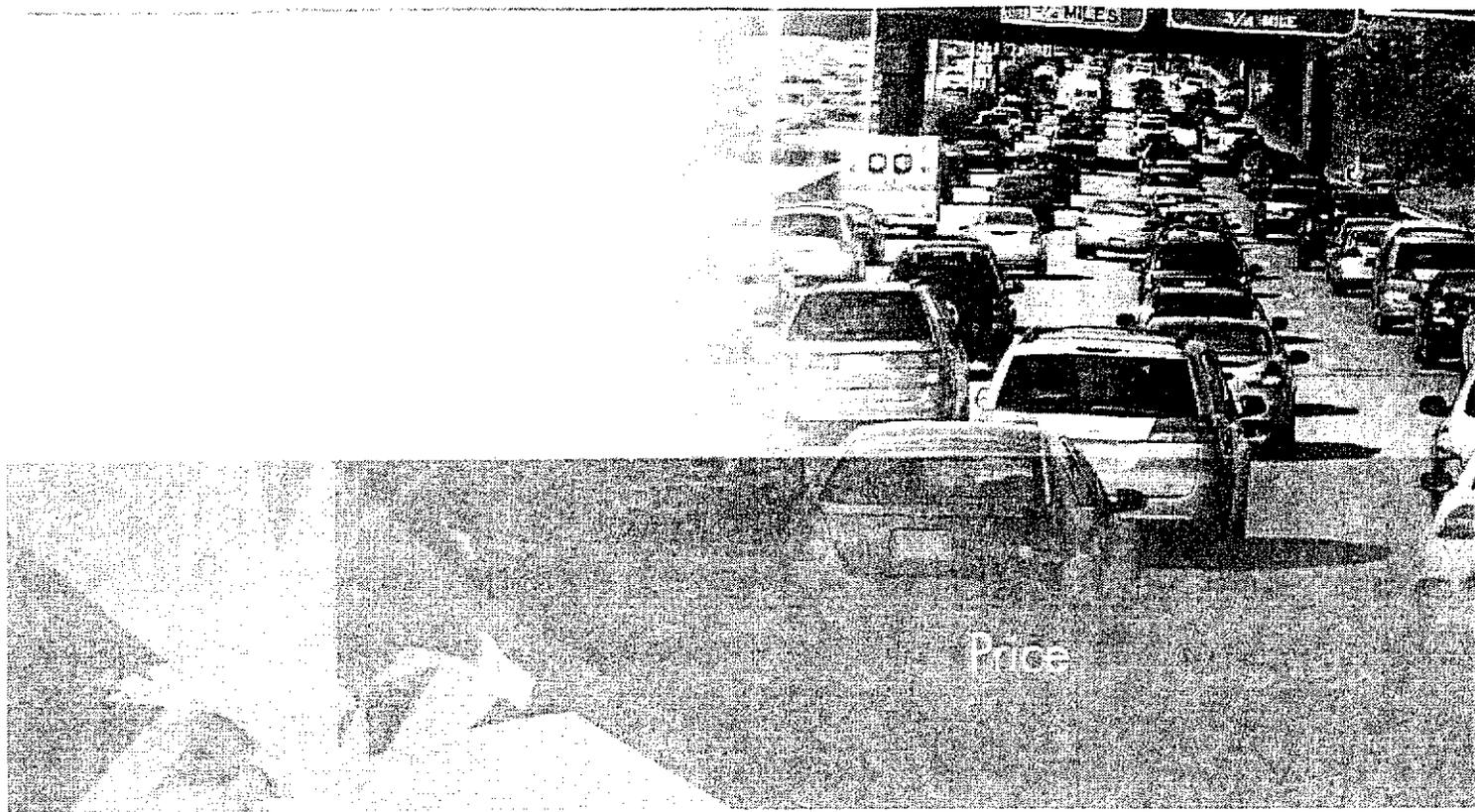


Sub-Consultants

## Tab C - Sub-Consultants

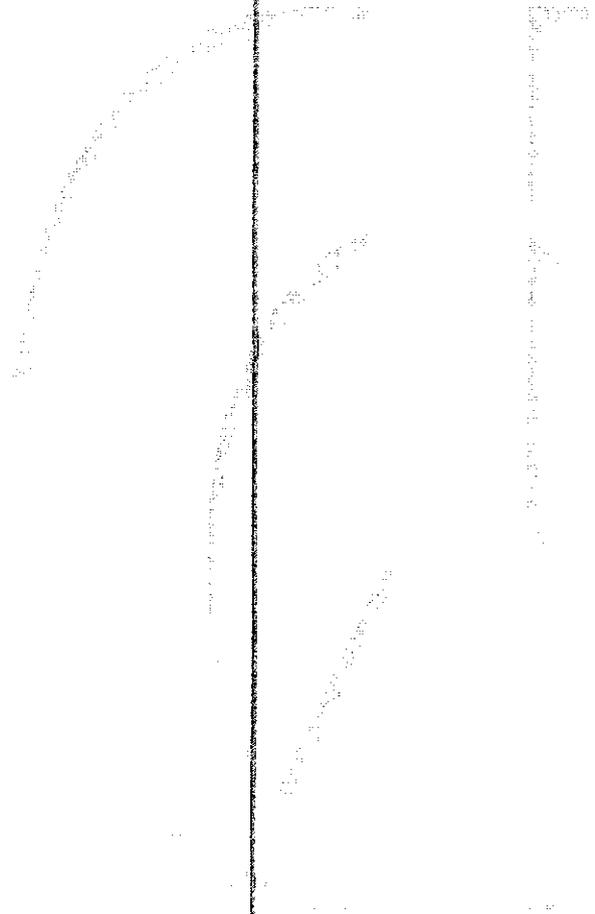
The TOA Team includes **White & Smith, LLC (WS), Attorneys**, who are unique in that both Mark White and Tyson Smith have advanced planning degrees in addition to their law degrees. WS has built a national reputation in the design, development, and implementation of growth management systems; public facility financing, including impact fees; and all aspects of land use litigation for the public sector. Tyson Smith will provide assistance in the areas of ordinance update, technical study and policy review, and associated legal issues, as needed for the City of Port St. Lucie. He has worked with TOA on several impact fee projects, including those for the Cities of Oviedo, Ft. Pierce and Orlando, Collier, Citrus, Pasco Counties, and others.





# Tab D - Price

The table included on the next page provides a summary of the project cost by task, man hours, by hourly rate based on the Project Approach detailed under Item 15 of the Proposer's Questionnaire. It should be noted that the proposed project cost does not include any of the optional tasks and includes four in-person meetings.



**MANHOUR ESTIMATE, TINDALE-OLIVER & ASSOCIATES, INC.**  
**City of Port St. Lucie**

**Transportation, Law Enforcement, Public Buildings, Parks and Recreation Facilities Impact Fee Update Study**

SUB TASK #	SUBTASK DESCRIPTION	Project Director	Project Manager	Legal Attorney	Senior Eng/Pin	Planner/Engineer	Sr Planning/ GIS Tech	Admin/ Clerical	TOTAL TASK HOURS	BURDENED COST/ TASK
		\$181.60	\$149.98	\$175.00	\$132.48	\$79.69	\$74.28	\$76.08		
<b>TASK 1</b>	<b>BACKGROUND &amp; METHODOLOGY REVIEW</b>	5.0	8.0	7.0	8.0	4.0	0.0	1.0	33.0	\$4,787.52
1.1	Send Data Request Memorandum	1.0	2.0		2.0			1.0	6.0	\$822.60
1.2	Review Background Materials	2.0	4.0		4.0	4.0			14.0	\$1,811.80
1.3	Review Legal Basis and Impact Fee Methodology	2.0	2.0	7.0	2.0				13.0	\$2,153.12
<b>TASK 2</b>	<b>TECHNICAL ANALYSIS</b>									
<b>2.A</b>	<b>UPDATE TRANSPORTATION IMPACT FEE</b>	11.0	29.0	6.0	61.0	45.0	7.0	1.0	160.0	\$19,680.39
2.A1	Inventory/LOS	2.0	7.0	1.0	13.0	7.0		1.0	31.0	\$3,944.21
2.A2	Demand Component and Land Uses	3.0	6.0	2.0	12.0	15.0	2.0		40.0	\$4,726.35
2.A3	Cost Component	4.0	9.0	1.0	19.0	14.0	3.0		50.0	\$6,106.84
2.A4	Credit Component	2.0	7.0	2.0	17.0	9.0	2.0		39.0	\$4,880.99
<b>2.B</b>	<b>UPDATE LAW ENFORCEMENT IMPACT FEE</b>	4.0	11.0	6.0	19.0	21.0	6.0	1.0	68.0	\$8,138.55
2.B1	Inventory/LOS	1.0	3.0	1.0	3.0	4.0		1.0	13.0	\$1,598.82
2.B2	Demand Component and Land Uses	1.0	3.0	2.0	6.0	7.0			19.0	\$2,334.25
2.B3	Cost Component	1.0	3.0	1.0	5.0	8.0	3.0		19.0	\$2,169.92
2.B4	Credit Component	1.0	2.0	2.0	5.0	4.0	3.0		17.0	\$2,035.56
<b>2.C</b>	<b>UPDATE PUBLIC BUILDINGS IMPACT FEE</b>	5.0	14.0	6.0	20.0	24.0	7.0	1.0	77.0	\$9,215.92
2.C1	Inventory/LOS	1.0	3.0	1.0	3.0	4.0		1.0	13.0	\$1,598.82
2.C2	Demand Component and Land Uses	1.0	4.0	2.0	5.0	8.0			19.0	\$2,272.06
2.C3	Cost Component	2.0	4.0	1.0	6.0	7.0	3.0		23.0	\$2,713.67
2.C4	Credit Component	1.0	3.0	2.0	6.0	7.0	4.0		23.0	\$2,631.37
<b>2.D</b>	<b>UPDATE PARKS &amp; RECREATION IMPACT FEE</b>	6.0	21.0	6.0	38.0	40.0	7.0	1.0	119.0	\$14,107.06
2.D1	Inventory/LOS	2.0	6.0	1.0	12.0	6.0		1.0	28.0	\$3,582.06
2.D2	Demand Component and Land Uses	1.0	2.0	2.0	6.0	6.0			17.0	\$2,104.68
2.D3	Cost Component	2.0	9.0	1.0	15.0	22.0	4.0		53.0	\$5,925.52
2.D4	Credit Component	1.0	4.0	2.0	5.0	6.0	3.0		21.0	\$2,494.90
<b>TASK 3</b>	<b>TECHNICAL REPORT</b>	8.0	13.0	7.0	18.0	23.0	17.0	2.0	88.0	\$10,258.97
3.1	Draft Technical Report	5.0	9.0	5.0	12.0	15.0	12.0	1.0	59.0	\$6,885.37
3.2	Final Technical Report	3.0	4.0	2.0	6.0	8.0	5.0	1.0	29.0	\$3,374.60
<b>TASK 4</b>	<b>ORDINANCE UPDATE AND ADMINISTRATIVE MANUAL</b>	13.0	24.0	38.0	24.0	0.0	0.0	3.0	102.0	\$16,018.08
4.1	Draft Ordinance	4.0	5.0	21.0				1.0	31.0	\$5,227.38
4.2	Final Ordinance	3.0	3.0	11.0				1.0	18.0	\$2,995.82
4.3	Administrative Manual	6.0	16.0	6.0	24.0			1.0	53.0	\$7,794.68
<b>TASK 5</b>	<b>MEETINGS AND PRESENTATIONS</b>	11.0	16.0	0.0	4.0	4.0	0.0	3.0	38.0	\$5,474.20
5.1	Kick-off Meeting	2.0	3.0					1.0	6.0	\$889.22
5.2	Draft Report Review Meeting	3.0	5.0		2.0	2.0		1.0	13.0	\$1,795.12
5.3	Public Workshop/Hearings (2)	6.0	8.0		2.0	2.0		1.0	19.0	\$2,789.66
	<b>TOTAL PROJECT BUDGET</b>	<b>63.0</b>	<b>136.0</b>	<b>76.0</b>	<b>192.0</b>	<b>161.0</b>	<b>44.0</b>	<b>13.0</b>	<b>685</b>	<b>\$87,661.69</b>





# Tab F - W-9 Form

As required by E-RFP #20120044, City of Port St. Lucie Impact Fee Study, our firm's W-9 Form can be found on the following page.



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above <b>Tindale-Oliver &amp; Associates, Inc.</b>	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ----- <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) <b>1000 N. Ashley Drive, Suite 100</b>	Requester's name and address (optional) <b>City of Port St Lucie</b>
	City, state, and ZIP code <b>Tampa, FL 33602</b>	<b>121 SW Port St Lucie Blvd</b> <b>Port Saint Lucie FL 34984</b>
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								
5	9	2	9	2	9	8	1	1

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kendall J. Tindale</i>	Date ▶ 5/10/12
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#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Licenses

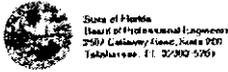
# Tab G - Licenses

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All licenses and certifications, both corporate and individual, that may be required to perform Impact Fee Studies for the City of Port St. Lucie have been included in this tab.





Tindale-Oliver & Associates, Inc.  
1000 N ASHLEY DRIVE SUITE 100  
TAMPA, FL 33602

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2507 Callaway Road, Suite 200, Tallahassee, FL 32303-5268 or e-mail board@fbpe.org. Our website address is <http://www.fbpe.org>.

# State of Florida

Board of Professional Engineers

**Tindale-Oliver & Associates, Inc.**



Is authorized under the provisions of Sections 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, as provided under Chapter 471, Florida Statutes.

## Certificate of Authorization

EXPIRATION: 2/28/2013  
AUDIT NO: 228201303110

CA. LIC. No:  
5249





# *State of Florida*

## *Department of State*

I certify from the records of this office that TINDALE-OLIVER & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1989.

The document number of this corporation is K58299.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 4, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2012*

*Secretary of State*



Authentication ID: 800216138908-010512-K58299

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>





**State of Florida**  
**Board of Professional Engineers**  
*Attests that*  
**Steven A. Tindale, P.E.**

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES  
EXPIRATION: 2/28/2013  
AUDIT NO: 228201315916  
P.E. LIC. NO:  
16434

**State of Florida**  
**Board of Professional Engineers**  
*Attests that*  
**Robert Paul Wallace, P.E.**

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES  
EXPIRATION: 2/28/2013  
AUDIT NO: 228201331209 D  
P.E. LIC. NO:  
44181





Tindale-Oliver  
&  
Associates, Inc.  
Planning and Engineering

1000 N. Ashley Dr.  
Suite 100  
Tampa, FL 33602  
(813) 224-8862

1595 S. Semoran Blvd.  
Building 7, Suite 1540  
Winter Park, FL 32792  
(407) 657-9210

545 N. Broadway Ave.  
Bartow, FL 33830  
(863) 533-8454

1451 W. Cypress Creek Road  
Suite 300  
Ft. Lauderdale, FL 33309  
(954) 644-3749

1736 Jackson Street  
Baltimore, MD 21230  
(410) 935-8811

[www.tindaleoliver.com](http://www.tindaleoliver.com)

In Association with



**6. PROPOSER'S QUESTIONNAIRE**

**E-RFP #20120044**

**Impact Fee Study**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 22 day of May, 2012.

Walter H. Keller, Inc.

Name of Organization / Proposer

Submitted by: Walter H. Keller, PE., AICP., President  
Name and Title

1. Type of Organization: **Corporation**, Partnership, Joint Venture, Individual or other?

*(bold one)*

2. If a Corporation, answer the following:

When incorporated

August 1983

In what State

Florida

Name of Officers:

President

Walter H. Keller, PE. AICP.

Vice President

Mary F. Keller

Secretary

Treasurer

3. If a Partnership, answer the following:

Date of organization

General Limited

Partnership

Name and address of each partner:

Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:  
Walter H. Keller, Inc.  
3727 S.E. Ocean Boulevard, Suite 200 A  
Sewall's Point, Florida 34996  
Telephone: (772) 219-9079 • Fax: (772) 219-9279 • Broward (954) 755-3822  
Email: wkeller@whkinc.com  
Contact: Mary F. Keller

5. Firm's previous names (if any) **None** What year(s)

6. Lump Sum price to perform all Impact Fee Studies including all reimbursables.

**\$ 71, 500.00**

7. How many years has your organization been conducting Impact Fee Studies?  
16 years (approx.)

8. Proposed project time schedule to complete the project:

**210 Calendar Days**

9. List the location of the office from which the work is to be performed.

Walter H. Keller, Inc.  
*Consulting Engineers & Planners*  
3727 S.E. Ocean Boulevard, Suite 200 A  
Sewall's Point, Florida 34996

10. Describe organization profile, including the size, range of activities, licenses, etc.

Since 1983, Walter H. Keller, Inc. (WHK) has provided professional Planning, Traffic and Development assistance to government, developers and numerous consultants in solving the complex issues of growth, infrastructure and budget. Our WHK Firm specializes in Planning, Traffic and Impact Fee Services. The Firm served as the Prime Consultant for the City's 2005 Impact Fees.

Walter H. Keller, Inc. is organized as a Corporation under the laws of the State of Florida. The Firm is authorized by the Florida Board of Professional Engineers as an Engineering Business (C.A. Lic. No: 4023) to practice Engineering in the State of Florida. The Firm maintains licenses with Broward and Martin Counties.

The WHK Firm is prequalified by the Florida Department of Transportation (FDOT) in the areas of: Minor Highway Design; Traffic Engineering Studies; Signing; Pavement Marking and Channelization; Lighting; Signalization; Policy Planning; Systems Planning; Subarea/Corridor Planning; Land Planning/Engineering; and, Transportation Statistics.

11. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	2	2	2
b. Managers			
c. Supervisors Senior Staff		3	
d. Other Professional Staff	1	6	1
g. Total number of full time personnel	3	15	3

12. Identify the following team members: Project Manager, Project Engineer/Planner, Legal Advisor and all other Key Personnel that will be assigned to this project.

Team Member's Name & Role in Project	% of project effort will be conducted by this individual	Which Impact Fee will be done by this individual?	% of individual's time will be spent on this project?	How long has this individual been with the firm?
Walter H. Keller, PE., AICP. Project Mgr & Sr. Plr/Engr	40%	All	25%	29 Yrs
Nancy Stroud, J.D./M.R.P., Legal & Policy Analysis	20%	All	10%	Subconsultant
Ron Schultz, PhD. Demographics & Statistical Analysis	10%	All	10%	20 Yrs
Carmen Annunziato, AICP. Planning & Technical Analysis	10%	All	10%	20 Yrs
Luong Ta, A.A. Technical & Data Analysis, GIS	12%	All	10%	23 Yrs
Mary F. Keller, B.A. Quality Control/Documents	6%	All	10%	26 Yrs

(This is a Word document. Insert resumes of personnel to demonstrate past performance on impact fee study projects that will be assigned to this contract. **Limit to one page per person.**)

**\*\* Resumes located at end of Questionnaire Section \*\***

13. Firm's experience with Impact Fee Studies. Indicate which team member(s) worked on the Impact Fee Study.

Name	Impact Fee	Date	What Agency?
Walter Keller, PE., AICP.	Traffic	June 2005	Port St. Lucie.
Mary Keller, B.A.	Storm Water	June 2006	Port St. Lucie
Luong Ta, A.A.			
Walter Keller, PE., AICP.	Traffic	Sept 2012	Martin County
Mary Keller, B.A.	Public Buildings	Sept 2012	Martin County
Nancy Stroud, J.D/M.U.R.P.	Law Enforcement	Sept 2012	Martin County
	Fire Rescue	Sept 2012	Martin County
	Parks & Recreation	Sept 2012	Martin County
	Public Library	Sept 2012	Martin County
	School	Aug 2012	Martin Co Sch Bd
Walter Keller, PE., AICP.	School	March 2008	Broward County
Mary Keller, B.A.			School Board
Luong Ta, A.A.			
Ron Schultz, PhD.			
Walter Keller, PE., AICP.	Traffic	July 2007	Okeechobee Co.
Mary Keller, B.A.	Fire Rescue		
Luong Ta, A.A.	Corrections		
	Fire (Unincorp)		
	Law Enforcement	June 2007	Okeechobee City
	Public Works		
	Fire		
	School	November 2006	Okeechobee Co SB
Walter Keller, PE., AICP.	Fire Rescue	January 2006	St. Lucie County
Mary Keller, B.A.			Fire District
Luong Ta, A.A.			
Walter Keller, PE., AICP.	Transportation	August 2009	Mangonia Park
Mary Keller, B.A.	Public Buildings		
Luong Ta, A.A.	Recreation		
Walter Keller, PE., AICP.	Transit	June 2003	Broward County
Mary Keller, B.A.			
Luong Ta, A.A.			
Ron Schultz, PhD.			
Carmen Annunziato, AICP			

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

14. Provide an organizational chart identifying the relationship of the entity and sub-consultants (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Impact Fee Study required by the City.

**\*\*Organizational Chart located at end of Questionnaire \*\***

15. State the firm's methodology for this project:

Impact fees have been in place in the City of Port St. Lucie since 2005. An RFP has been issued by the City to review and update the Road, Public Buildings, Parks and Law Enforcement Impact Fees. Population and socio-economic information, capital improvement costs and the listing of capital improvements will need to be updated to current conditions.

The Project Team members for this effort have unique and specialized credentials for accomplishing this effort. **Walter H. Keller, Inc., (WHK)** will serve as the Prime Consultant for this effort. Nancy Stroud, J.D./M.R.P. of **Lewis, Stroud and Deutsch, P.L. (LSD)** will serve as a subconsultant. WHK and LSD have considerable Florida experience and significant local experience. The combined resources of the project team members will allow unique, innovative, succinct and defensible procedures to be prepared, thereby allowing the continued collection of impact fee revenue thus assisting in meeting the City's capital infrastructure needs.

In 2011, the Florida Legislature passed HB 7021 and SB 0410. An important change in the new legislation is the local government now has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent. Any revisions of the existing impact fees will need to comply with this new requirement thereby requiring a sound methodology with defensible costs and revenues.

Florida Impact Fees are generally of one of two (2) types: "Consumption Based" and or "Improvements Based". Port St. Lucie's Impact Fees were previously prepared under the "Improvements Based" procedure and it is proposed that this methodology be continued in the 2012 update. Major emphasis will be to update the socio-economic and population data, inventory data, cost data and improvement plan data to 2012 conditions utilizing the best and most appropriate data and reference sources. Additionally, the legal basis for impact fees will be updated considering recent legislative actions and court findings.

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Walter Keller, PE., AICP.	40% Existing; 50% w/Proj after Aug 2012
Mary Keller, B.A.	30% Existing; 30% w/Proj after Aug 2012
Nancy Stroud, J.D./M.R.P.	50% Existing; 60% w/Proj after Aug 2012
Carmen Annunziato, AICP.	50% Existing; 60% w/Proj after Aug 2012
Ron Schultz, PhD.	30% Existing; 40% w/Proj after Aug 2012
Luong Ta, A.A.	50% Existing; 60% w/Proj after Aug 2012

17. State your firm's ability to meet budget and schedule:

The Firm has not asked for additional fees in prior Lump Sum Contracts and has held firm on the existing budget provided new scope or services are not added. In a couple of instances, the Client has requested additional services for supplemental studies and contracts were expanded to address the additional services.

18. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

The Firm works to adequately define the anticipated scope of work and meetings with Clients prior to executing agreements. The Firm has maintain commitments to perform the necessary work within the contract budgets without asking for additional funds.

19. Identify any sub-consultant(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications
Nancy Stroud, J.D./M.U.R.P.		Nationally Recognized Attorney with 30 Yrs
Lewis, Stroud & Deutsch, P.L.	1900 Glades Rd, Suite 251 Boca Raton, FL 33431 Ph: (561) 826-2800	Significant Florida Impact Fee & local Government Exp.

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Consultant; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

21. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
Yes ( ) No ( **X** )

If yes, please explain:

---

---

22. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

**None**

23. List any judgments from lawsuits in the last five (5) years:

**None**

24. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

**None**

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

WHK and LSD have long and distinguished records for satisfying and fulfilling client needs. The owners of the Firms are the individuals that will be working on this effort and can make the "Firm Commitment" to complete the project within the budget and time schedule. Many of the Firm's clients are long term clients.

WHK also maintains "state of the art" equipment and software to provide timely and quality results. Through on-going professional seminars, continuing education credits and professional society activities, the staff is knowledgeable and aware of current and changing techniques and procedures.

26. Concerning Impact Fee Studies and Implementation, list the projects that best illustrate the **Florida** experience of the firm and current staff which is being assigned to this project. (List 5 projects that were completed within the last five (5) years.)

26.1) Name & Location of the project  
**Martin County Impact Fee Study, Stuart, Florida**

---

The nature of the firms responsibility on this project

Prime Consultant for Martin County and Martin County School Board Impact Fees

---

Project Owner's Representative name, address & phone number  
S. Horowitz, AICP, Martin Co Growth Management, 2401 SE Monterey Rd, Stuart, FL 34996  
telephone: 772-288-5664

---

B. Lawrence, AICP, Martin Co School Board, 1050 E 10th St, Bldg 20, Stuart FL 34996  
telephone: 772-223-2105 x134

---

Project user Agency's representative name, address & phone number  
See above

---

Date project was completed or is anticipated to be completed

Martin County Fees are proposed to be completed in September 2012; School Board August 2012

---

Population of entity for which the Feasibility Study was done 149,400 (2012)

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.  
\$ 69,900

---

Work for which the staff was responsible  
Staff is assisting in obtaining Agency and Department input; Scheduling & Report Reviews

---

Present status of this project  
Meetings have been held with Impact Fee Review Committee & Reports submitted.

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Walter Keller, PE., ACIP. – Project Manager & Sr. Planner-Engineer

---

Nancy Stroud, J.D./M.R.P. – Legal & Policy Subconsultant

---

Mary Keller, B.A. – Project Coordinator

---

Luong Ta, A.A. – Data & Technical Analysis

---

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

It is expected minor Technical Assistance will be provided.

---

\*\*\*\*\*

26.2) Name & Location of the project

**Port St. Lucie Impact Fee Study**, Port St. Lucie, Florida

---

The nature of the firms responsibility on this project

Overall Prime Consultant, lead Consultant for Traffic and Storm Water Impact Fees

---

Project Owner's Representative name, address & phone number

Roger Orr, Esq., City Attorney, 121 SW Port St. Lucie Blvd, Port St Lucie, FL  
telephone: 772-871-5255

---

Project user Agency's representative name, address & phone number

See above

---

Date project was completed or is anticipated to be completed

Initial Study completed in July 2005; Storm Water Sty was add-on and completed June 2006.

---

Population of entity for which the Feasibility Study was done 127,500 (2005 est)

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

Initial Study for 3 Fees was \$89,600 (including subs); Storm Water Fee Study was \$31,270 extra

---

Present status of this project

Project is complete

---

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Walter Keller, PE., ACIP. – Project Manager & Sr. Planner-Engineer

Mary Keller, B.A. – Project Coordinator

Luong Ta, A.A. – Data & Technical Analysis

Subconsultant for Public Buildings & Recreation Fees

Subconsultant for Legal Sufficiency

---

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Minor on-going assistance was provided the first few months regarding fee questions without charge

\*\*\*\*\*

26.3) Name & Location of the project

Okeechobee County Impact Fee Studies, Okeechobee, Florida

The nature of the firm's responsibility on this project

Prime Consultant for original Impact Fee Studies for Okeechobee County, the City of Okeechobee and the Okeechobee County School Board

Project Owner's Representative name, address & phone number

Jim Threewits, Deputy County Admtr, 304 NW 2<sup>nd</sup> St, Okeechobee, FL 34972 ph: 863-763-4458

Brian Whitehall, City Administrator, 55 SE 3rd Ave, Okeechobee, FL 34974 ph: 863-763-3372 x211

Ken Kenworthy, Superintendent, Ok Co SB, 700 SW 2<sup>nd</sup> Ave, Okeechobee, FL 34974

telephone: 863-462-5000 x261

Project user Agency's representative name, address & phone number

See above

Date project was completed or is anticipated to be completed

OKSB – November 2006; City of Okeechobee – June 2007; and, Okeechobee County – August 2007

Population of entity for which the Feasibility Study was done 45,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

\$ 90,215 vs. \$ 90,215

Present status of this project

Project is complete

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Walter Keller, PE., ACIP. – Project Manager & Sr. Planner-Engineer

Mary Keller, B.A. – Project Coordinator

Luong Ta, A.A. – Data & Technical Analysis

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Walter Keller responded to fee implementation questions during the next 3 years without cost.

\*\*\*\*\*

26.4) Name & Location of the project

**Broward Co. School Board Student Generation Rate & Impact Fee Study, Ft Lauderdale, FL**

The nature of the firms responsibility on this project

Prime Consultant

Project Owner's Representative name, address & phone number

Chris Akagbosu, Director - Facility Management, Planning & Site Acquisition,  
600 SE 3rd Ave, Ft Lauderdale, FL telephone: 754-321-2162

Project user Agency's representative name, address & phone number

See above

Date project was completed or is anticipated to be completed

The project was completed on March 2008

Population of entity for which the Feasibility Study was done 1,750,000

Was Implementation part of this project? Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

\$ 102,000 vs. \$ 143,340

Initial Agreement was amended by School Board to expand scope and provide alternate Methodology

Present status of this project

Project is complete

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Walter Keller, PE., ACIP. – Project Manager & Sr. Planner-Engineer

Mary Keller, B.A. – Project Coordinator

Ron Schultz, PhD. – Demographic and Statistical Analysis

Luong Ta, A.A. – Data & Technical Analysis

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

No, Technical Assistance was not needed by the School Board Staff.

\*\*\*\*\*

26.5) Name & Location of the project

St. Lucie County Fire District Impact Fee Update, Ft. Pierce, FL.

The nature of the firm's responsibility on this project

Prime Consultant responsible for updating countywide Fire District's Fire & EMS Impact Fees

Project Owner's Representative name, address & phone number

Gary Perdue, Clerk Treasurer, 2400 Rhode Is. Ave, Ft Pierce, FL 34950 telephone: 772-621-3340

Project user Agency's representative name, address & phone number

See above

Date project was completed or is anticipated to be completed

Adopted by St. Lucie County in January 2006

Population of entity for which the Feasibility Study was done

244,000 (2005 Est)

Was Implementation part of this project?

Yes

Please state the Forecasted Cost of the project vs. Actual Performance and explain difference.

\$ 29,960 vs. \$ 29,960

Present status of this project

Project is complete

Project Manager & other key professionals involved on listed project & who of that staff to be assigned to this project

Walter Keller, PE., ACIP. – Project Manager & Sr. Planner-Engineer

Mary Keller, B.A. – Project Coordinator

Luong Ta, A.A. – Data & Technical Analysis

Did this project require your firm to provide the entity's staff with reasonable technical assistance in responding to questions about fees and documentation after the study was completed?

Assisted the Fire District in adoption of Study, Fee Schedule and Ordinance with St. Lucie County.

\*\*\*\*\*

**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

<b>Addendum Number</b>	<b>Date Issued</b>
# 1	May 3, 2012

**AGREEMENT** - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

**CERTIFICATION:**

This RFP is submitted by: I (print) Walter H. Keller, P.E., AICP am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

**Proposer has read and accepts the terms and conditions of the City's standard contract:**

Walter H. Keller

Signature

President  
Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

**Witnesses:**

**If Partnership:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
(General Partner)

**If Corporation:**

**Walter H. Keller, Inc.**  
Print Name of Corporation

**If Individual:**

\_\_\_\_\_  
Signature

By: Walter H. Keller  
(President)

\_\_\_\_\_  
Print Name

Attest: Mary J. Keller (Seal)  
(Vice President)



**WALTER H. KELLER, PE, AICP - President**

Professional Engineer - Florida 1976  
American Institute of Certified Planners - 1981  
Florida Atlantic University - B.S.E - 1971

Mr. Keller has a 35+ year professional background in transportation and traffic engineering, urban planning, impact fees, land development and technical studies. He has served as President of Walter H. Keller, Inc. (WHK), a planning and engineering consulting firm, since 1983. Mr. Keller has been responsible for preparation of more than 35 comprehensive plans under State of Florida Planning Acts. He has also prepared more than 25 transportation plans for Florida municipalities and 24 Developments of Regional Impact (DRI). He has provided planning and traffic engineering assistance on a continuing basis to numerous South Florida municipalities including expert witness services. He has also provided traffic impact assistance, land development engineering and computer assistance to municipalities, civic associations and major developers.

**Representative projects include:**

- Broward Co. Land Use Plan, Broward Co. Planning Council, Broward Co., FL.
- Transit Impact Fee & Concurrency Study, Broward County, FL.
- Transportation Plan for Georgetown, Grand Cayman Island, B.W.I.
- Growth Management Reviews, FDOT - Dist VI Planning Office, Miami, FL.
- Treasure Coast Travel Characteristics Study, FDOT, Ft. Lauderdale, FL.
- Martin County MPO 2025 Transportation Plan, Martin County, FL.
- Impact Fee Study(Traffic, Parks & Public Bldgs), City of Port St. Lucie, FL.
- Fire Impact Fee Study and Update, St. Lucie County Fire District
- Impact Fee Study (Traffic, EMS, Fire, Corrections), Okeechobee County, FL.
- School Impact Fee Study, Okeechobee County School Board, Okeechobee FL.
- Impact Fee Study (Fire, Law Enforcement, Public Works), City of Okeechobee, FL
- Storm Water Impact Fee Study, City of Port St. Lucie, FL.
- Student Generation Rate & Impact Fee Study, Broward County School Board, FL.
- Traffic Fee Update & Impact Fee Sty (Recreation, Public Bldgs) Mangonia Park, FL
- Traffic Engineering Continuing Contract, Martin County, FL.
- Exp Witness Services - Sect 28 vs. Martin Co, Circuit Court, Martin Co, FL.

**Societies and Professional Associations:**

National Society of Professional Engineers - Senior Member  
Florida Engineering Society - Senior Member  
Institute of Transportation Engineers - Fellow  
American Institute of Certified Planners - Member  
American Planning Association - Member

**Walter H. Keller, Inc.**

***Nancy Stroud J.D./M.R.P—Resume  
Lewis, Stroud & Deutsch, P.L.***

Ms. Stroud is a founding member of Lewis, Stroud & Deutsch. Her practice emphasizes land use law, with a focus on the representation of local government. Ms. Stroud was awarded a master's degree in regional planning and a law degree from the University of North Carolina in 1978. Ms. Stroud has been a member of the Florida Bar since 1979. She is also a member of the American Institute of Certified Planners. Ms. Stroud has represented clients throughout Florida and from different parts of the country, such as the City of Phoenix, Arizona; Teton County, Wyoming; the states of New Jersey and Delaware; and various counties in Maryland and North Carolina.

Ms. Stroud has special expertise in growth management, community redevelopment and constitutional issues related to zoning and planning. She has worked in the field of impact fee law from the earliest use of impact fees in Florida, beginning with the Palm Beach County transportation impact fees upheld in 1983 in the appellate case *Home Builders and Contractors Ass'n of Palm Beach County, Inc. v. Board of County Commissioners of Palm Beach County*. She has consulted throughout the nation on impact fee matters, and lectures and publishes on the subject. She has also successfully defended local impact fees in trial and appellate courts.

Ms. Stroud is co-author of the LEXIS land use treatise Planning and Control of Land Development: Cases and Materials (8<sup>th</sup> ed.), one of the leading land use textbooks for law students. Among her professional service activities, Ms. Stroud serves on the American Planning Association (APA) Amicus Curiae Committee and the APA Legislative and Policy Committee, as well as the APA Florida Legislative Committee. She regularly lectures and publishes on land use topics for professional and lay organizations.

**IMPACT FEE STUDIES**

- City of Boca Raton (parks & recreation) 2007; (public safety, library and administrative) 2005
- City of Palm Beach Gardens (administrative procedures for tracking impact fees) 2007
- City of Dania Beach (fire, police, recreation) 2007
- Clay County School Board and Clay County (school; library) 2003
- Martin County, FL (comprehensive set of fees) 1999
- Scottsdale, AZ (drainage impact fee); 1999
- Anne Arundel County, MD (school and road); 1998 and 1992
- City of Bradenton, FL (road) 1998
- Charlotte County, FL (comprehensive set of fees); 1995
- Calvert County, MD (road and school); 1994
- Manatee County, FL (transportation, parks, solid waste, and EMS); 1990
- State of New Jersey (affordable housing, transportation, water, and a coastal walkway); 1990



**Ronald R. Schultz, PhD. - Senior Associate**

University of Washington-PhD.-Economic and Urban Geography-1971  
Florida Atlantic University - B.A. - Cum Laude - Geography - 1966

Dr. Shultz has 35+ years of professional experience in Economics, Urban Geography, Quantitative Methods, Geographic Information Applications, Applied Demography and Survey Analysis. As an Associate for WHK, Dr. Schultz has been responsible for survey sampling and analysis on several major projects for governmental agencies.

Prior professional experience, Dr. Schultz served as Professor and Chair in the Department of Geography and Geology at Florida Atlantic University. He was responsible for the overall administration of the Department's operations involving faculty, student and curriculum programs.

**Representative projects include:**

- Broward Co. School Board Student Generation Rate-Impact Fee Study
- Treasure Coast Travel Characteristics Study, FDOT, Ft. Lauderdale, FL.
- Broward Co. Travel Characteristics Study - FDOT, Ft. Lauderdale, FL.
- Districtwide Trip Generation Study - FDOT, Ft. Lauderdale, FL.
- Brevard District Enrollment Projections by School Zone & School Level
- School Generation Rates - Palm Beach County School Board
- Election District Recommendations for City of Deerfield Beach
- Election District Recommendations for City of North Lauderdale
- Election District Recommendations for Okeechobee County
- Small Area Population Projections & Election Districts - Coconut Creek
- Economic Analysis of Broward Co. Beaches-Dept. Natural Resource Protection
- School Zone & School Level Enrollment Projections, Osceola Co. School District
- Analysis of Economic Impact Beach Restoration & Maintenance, Delray Beach, FL
- Boating Activity Study, St. Lucie and Martin Counties, Florida DEP

**Honors and Professional Positions:**

Charles E. Schmidt College of Science, Master Teacher 2004-2006  
Phi Kappa Phi National Honor Society, Faculty Initiate  
Professor Emeritus and Research Professor, Dept. of Geosciences-2006  
Professor Chair, Department of Geography and Geology-1996-2004  
College of Social Science, Florida Atlantic Univ., Resolution of Commendation

**Walter H. Keller, Inc.**



**CARMEN ANNUNZIATO, AICP. - Senior Project Manager**

American Institute of Certified Planners

University of NEW YORK BUFFALO - MA

Economic Geography Land Use Analysis- 1973

University of New York at Buffalo - BA - Economics - 1971

Mr. Annunziato has 35+ years of professional experience in urban planning, community development, comprehensive planning, land use, zoning, growth management and redevelopment. As Senior Project Manager for WHK, Mr. Annunziato is responsible for major planning studies, redevelopment efforts, transportation planning, comprehensive planning, zoning, population and demographic studies and development review activities. Prior to joining WHK, Mr. Annunziato was Director of Planning and Zoning for the City of Boca Raton, Florida. He was responsible for the administration of the City's comprehensive and planning programs, zoning activities, land management and environmental protection. Mr. Annunziato also served as Executive Director of the Palm Beach Countywide Planning Council charged with developing a Countywide Future Land Use Element, coordinating the land use planning processes of thirty-eight local governments.

**Representative projects include:**

- Comprehensive Plan Amendments - City of Boca Raton, FL
- Multi-Modal Transportation District - City of Boca Raton, FL
- Planning Support Services - Lauderdale by the Sea, FL
- Planning Support Services - Hillsboro Beach, FL
- Comprehensive Plan Amendment Reviews-FDOT District VI
- FDOT Districtwide Trip Generation Study - FDOT District IV
- Countywide Future Land Use Element Palm Bch Countywide Planning Council
- Comprehensive Plan - City of Boynton Beach, FL
- Evaluation and Appraisal Report - City of Boynton Beach, FL

**Societies and Professional Associations:**

American Institute of Certified Planners - Member

American Planning Association - Member



### **LUONG C. TA, - Systems Engineer**

Broward Community College - Engineering - A.S. -1989

#### Additional Study:

Pascal Programming Course, 1990  
FDOT Basic FSUTMS Course, Ft. Lauderdale, 1991 and 2004  
FDOT Land Use Planning Course, West Palm Beach, 1999  
FDOT Site Impact Workshop, Ft. Lauderdale, FL, 2000  
Visual Basic Programming Course, Ft. Lauderdale, 2001  
FDOT GIS-TM Version 2.1 Workshop, Orlando, FL, 2001  
SIDRA 2 Day Training Course, Orlando, FL, 2009

Since joining the WHK in 1989, Mr. Ta's major responsibilities have included computer system operations, transportation data collection, data analysis, FSUTMS Modeling, LOS and traffic operations analysis, GIS and technical report graphics. He has participated in a variety of planning and transportation studies for public and private clients including LOS analysis, O-D Surveys, Speed and Delay Studies, long-range traffic forecasts and intersection improvement alternatives. He has also assisted in writing spreadsheet computer programs and developing software applications for various traffic and city planning projects.

#### **Representative projects include:**

- Martin Co. 2025 Transportation Plan, Martin Co. MPO, Stuart, FL.
- Broward Long Range Transportation Plan Update 2020, Broward County, FL
- Fire & EMS Assessment, Lauderdale Lakes, FL.
- Pompano Beach Traffic Concurrency Program, Pompano Beach, FL.
- Pompano Beach GIS Land Use, Zoning and Base Maps
- Broward Co. Land Use Plan, Broward Co. Planning Council, Broward Co., FL.
- Redevelopment Plan, Lauderdale-by-the-Sea, Broward County, FL
- Indian Street Traffic Ops Study, Martin County, FL.
- Pompano Beach Comprehensive Plan, Broward County, FL
- Northwest Broward Capacity Study - Coral Ridge Properties, Coral Springs, FL.
- SR A1A Traffic Operations Study, Lauderdale-by-the-Sea, FL.
- Cypress Gardens Neighborhood Traffic Study, Pompano Beach, FL.
- Access Management Study - Dade & Monroe Counties, FDOT, Dist VI, Miami, FL.
- Key West LOS Analysis, FDOT - District VI, Miami, FL.
- Pompano Beach Traffic Count & LOS Update, Pompano Beach, FL.
- Surfside Traffic Study, Town of Surfside, FL.
- Planning & Zoning Assistance (from 1989), Town of Lauderdale-by-the-Sea, FL.

**Walter H. Keller, Inc.**



**MARY FLYNN KELLER - Vice Pres. – Public Information Specialist**

Florida Atlantic University - 1971 - B.A. - Education

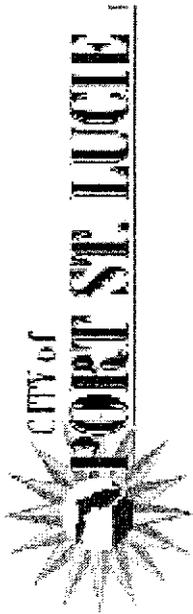
Since joining WHK in 1985, Ms. Keller has participated in a wide range of projects involving the private and public sectors. Major responsibilities include public involvement activities, coordination of subconsultants, assembly of temporary project staff and quality assurance tasks. Ms. Keller was responsible for public involvement efforts in the Boynton Beach Turnpike Interchange, the Miami-Dade Access Management Program and the Martin County MPO 2025 LRTP. Additional responsibilities involve marketing and financial activities for the firm, client quality control tasks, liaison services and in particular providing exhibit and trade show efforts. Prior to joining the WHK firm, Ms. Keller was employed in the Broward County School System in the State of Florida. Her 12 years experience provided her with a strong background in administrative, leadership, implementation of educational programs and community activities.

**Representative projects include:**

- Martin Co. 2025 Transportation Plan, Martin Co. MPO, Stuart, FL.
- Broward Long Range Transportation Plan Update 2020, Broward County, FL
- Boynton Beach Turnpike Interchange PD & E Study, FDOT, Broward County, FL.
- Turnpike Operations Study Origin - Destination Survey, Broward County, FL.
- Access Management Classifications Study - District VI, FDOT, Miami, FL.
- Key West LOS Study - District VI, FDOT, Miami, FL.
- Growth Management Reviews - District VI, FDOT, Miami, FL.
- Student Generation Rate & Impact Fee Study, Broward County School Board, FL.
- Ft. Lauderdale Traffic Circulation & Mass Transit Elements, Broward County, FL
- Palm Beach Shores Comprehensive Plan, Broward County, FL.
- Pompano Beach Comprehensive Plan, Broward County, FL.
- Lauderdale-by-the-Sea Comprehensive Plan, Broward County, FL.
- Traffic Intersection Studies- NRA, Grand Cayman Island, Cayman Islands, B.W.I.

**Exhibits and Conferences:**

Transportation Research Board - Annual Meeting, Washington D.C.  
American Planning Association - Annual Meeting, Montreal, Canada  
Microcomputers in Transportation Conference, Boston, Massachusetts  
American Planning Association - Annual Meeting, Los Angeles, California



# Project Team Organizational Chart

THE CITY OF  
PORT ST. LUCIE

## PROJECT TEAM

Walter H. Keller, PE, AICP.  
President

- Project Mgr & Sr. Planner-Engineer

Nancy Stroud, J.D./M.R.P.  
Attorney †

- Legal & Methodology

Ron Schultz, PhD.  
Sr. Demographer

- Demographics - Statistical

Mary Keller, B.A.  
Vice President

- QC & Project Coordination

Luong Ta, A.S.  
Systems Engineer

- Data Analysis - GIS

† - Associate  
‡ - Subconsultant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Karen Dahl PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: karend@furmaninsurance.com	FAX (A/C, No): (954) 942-6310
	INSURER(S) AFFORDING COVERAGE	
INSURED Walter H Keller Jr Inc 3727 SE Ocean Blvd Suite 200A Stuart FL 34996	INSURER A: American Cas Co Of Reading PA	20427
	INSURER B: Continental Casualty Co	20443
	INSURER C: Transportation Ins Co	20494
	INSURER D: Continental Casualty Ins Co	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Master 11/12, Prof 12/13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4024140132	9/22/2011	9/22/2012	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS			4024140132	9/22/2011	9/22/2012	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4024140261	9/22/2011	9/22/2012	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	9/22/2011	9/22/2012	E.L. EACH ACCIDENT \$ 100,000
	If ybs, describe under DESCRIPTION OF OPERATIONS below			4024140213			E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			SFH004316237	2/7/2012	2/7/2013	Each Claim Limit: 1,000,000
							Aggregate Limit: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120044 for Impact Fee Study for the City of Port St. Lucie are included as Additional Insured regarding General Liability for ongoing & completed operations as required by written contract per Form SB300176B09. Coverage is Primary & Non-Contributory. Waiver of Subrogation is included in favor of certificate holder regarding General Liability per Form SB300176B09. Umbrella coverage is follow form.

### CERTIFICATE HOLDER

### CANCELLATION

City of Port St. Lucie	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Frank Furman, Jr/KD

**Nancy E. Stroud  
Lewis, Stroud & Deutsch, P.L.  
Boca Raton, Florida**

c. Subconsultant

***Lewis, Stroud & Deutsch, P.L.  
Boca Raton, Florida***

*Lewis, Stroud, & Deutsch, P.L.* is a boutique law firm formed in Boca Raton, Florida approximately five years ago. The principals of the Firm have extensive experience in their respective areas of practice and because of the Firm size, the principals are the lead attorneys in client work efforts.

*Nancy Stroud J.D./M.R.P.*, is an accomplished and nationally recognized attorney with 30+ years of experience. Her practice emphasizes land use law, with a focus on the representation of local government. She has worked in the field of impact fee law from the earliest use of impact fees in Florida and has consulted throughout the nation. She has also successfully defended local impact fees in trial and appellate courts.

Recent Impact Fee experience includes the City of Dania Beach, the City of Boca Raton, the City of Palm Beach Gardens and Martin County. Ms. Stroud is currently working with Mr. Keller on the Martin County Impact Fees. Ms. Stroud and Mr. Keller have worked together on various projects for approximately 20 years. Ms. Stroud's major responsibilities in the City of Port St Lucie's Impact Fee Update will be legal sufficiency, impact fee methodology and legal defensibility.

## D. - Price

### **Tasks and Responsibilities**

This portion of the RFP highlights the major Tasks for a complete review and modification of the Roads, Public Buildings, Parks and Law Enforcement fee schedules of the City. The proposed Scope is separated into eight (8) Tasks:

#### **Task 1 – Technical Feasibility Study**

- Identify Facilities & Services for Impact Fees
- Proportional Benefits, Rational & Defensibility Issues
- Data Requirements & Resource Needs

#### **Task 2 -Review Existing Capital Improvement Plans**

- Identify Demands on Services
- Identify Facility Needs to Meet Anticipated Growth
- Fiscal Impact Analysis

#### **Task 3 -Impact Fee Proposal**

- Analysis of Existing Data, Plans and Policies
- Impact Fee Research and Methodology
- Impact Fee Collection Recommendation
- Project Schedule and Project Milestones

#### **Task 4 - Impact Fee Analysis**

- Impact of Growth on Facility Needs & Expected Fees
- Relationship of Growth & Programmed Capital Facilities
- Proportionate Share: Cost of Growth & Need for Facilities
- Impact Fee Methodology and Basis of Fee Calculation

#### **Task 5 - Involvement of City Staff in Impact Fee Schedules**

#### **Task 6 - Public Meetings during Impact Fee Study**

#### **Task 7 - Draft Fee Ordinances for Review by City Attorney's Office**

#### **Task 8 - Staff Training in Fee Process & Update**

The Lump Sum Fee for this Project is \$71,500.00 with a breakdown of Task Costs provided on Page D-2. The Manhour Detail is provided on Page D-3. The suggested project schedule is 7 months. This does not include the 90 day period for any new fee or increased fee to take effect. A proposed Project Schedule is provided on Page D-4

The Project Team's local knowledge, use of GIS techniques, computer/fiscal modeling resources and legal expertise will be important in working within this time frame. **Walter H. Keller, Inc.** will be responsible for approximately 80% of the work effort with responsibility in project management, data collection, data analysis, forecasting, impact fee methodology, impact fee development, technical report preparation and presentations. Nancy Stroud, J.D. / M. R. P. and **Lewis, Stroud and Deutsch** will be responsible for 20% of the work effort with responsibility in legal sufficiency, impact fee methodology, impact fee development and presentations.

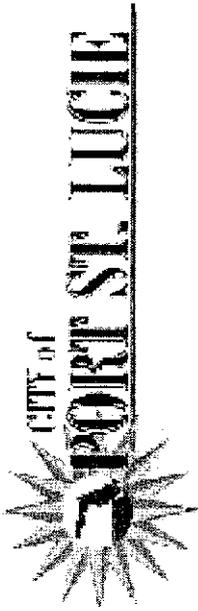
**Port St. Lucie Impact Fee Study**  
**Costs, Tasks, Meeting & Hourly Rate Details**  
Walter H. Keller, Inc.

<b>Task Detail</b>	
<b>Task 1 – Technical Feasibility Study</b>	<b>\$ 9,320.00</b>
<b>Task 2 - Review Existing Capital Improvement Plans</b>	<b>\$ 13,240.00</b>
<b>Task 3 - Impact Fee Proposal</b>	<b>\$ 11,400.00</b>
<b>Task 4 - Impact Fee Analysis</b>	<b>\$ 17,580.00</b>
<b>Task 5 - Involvement of City Staff in Impact Fee Schedules</b>	<b>\$ 3,680.00</b>
<b>Task 6 - Public Meetings during Impact Fee Study</b>	<b>\$ 9,360.00</b>
<b>Task 7 - Draft Fee Ordinances for Review by City Attorney’s Office</b>	<b>\$ 4,300.00</b>
<b>Task 8 - Staff Training in Fee Process &amp; Update</b>	<b>\$ 2,620.00</b>
<b>Total Consultant Cost † *</b>	<b>\$ 71,500.00</b>
† - Includes all expenses.	
* - Includes the following Meetings:	
City Staff Meetings	4 Meetings
Local Planning Agency	1 Meeting and or Public Hearing
City Commission	3 Meetings and or Public Hearings

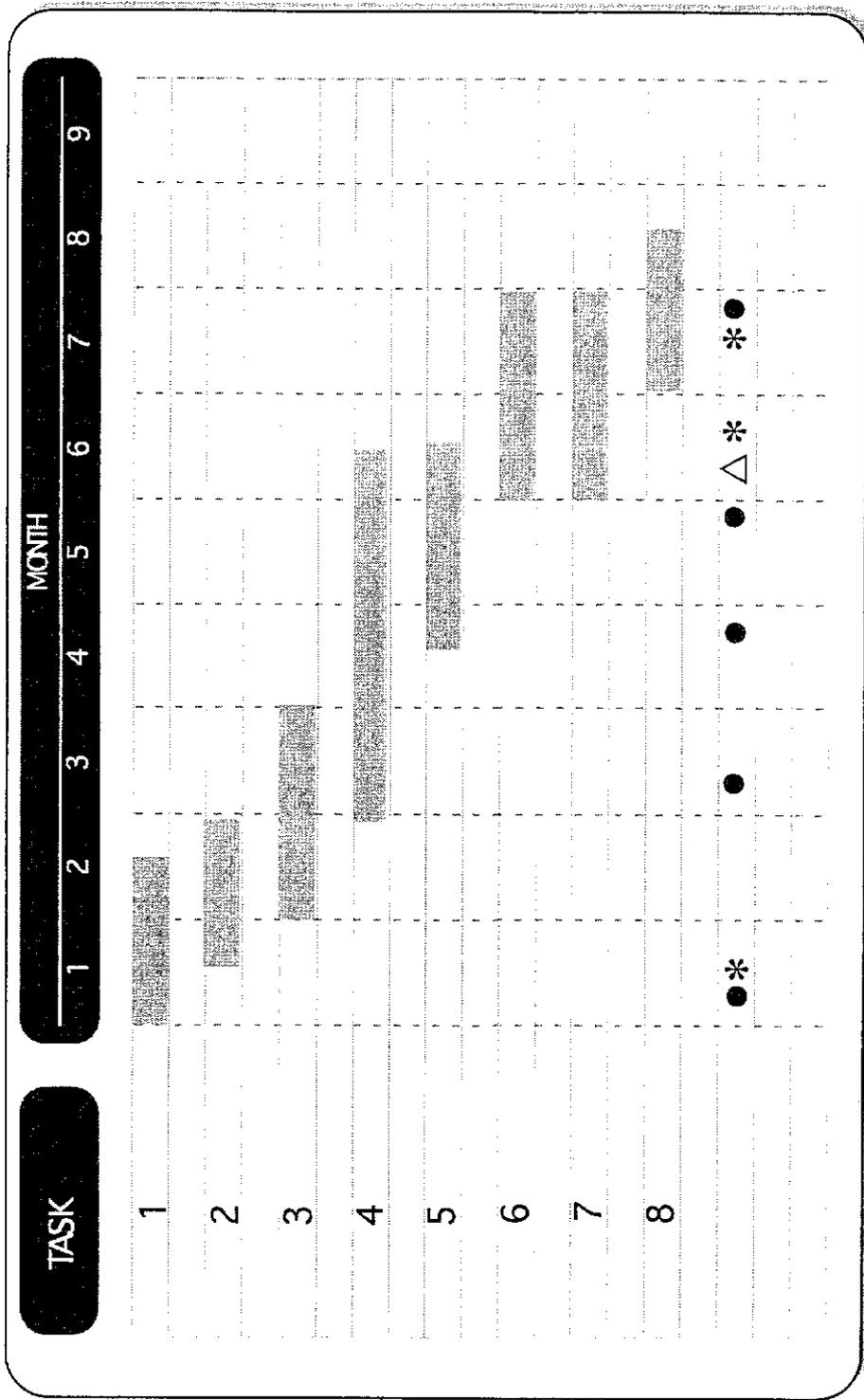
<b>Hourly Rates for Additional Services</b>		
Walter H. Keller, Inc.		
Walter H. Keller, PE., AICP.	Principal	\$ 175.00
Carmen Annunziato, AICP.	Senior Associate	\$ 125.00
Ronald Schultz, PhD.	Senior Associate	\$ 125.00
Mary Keller, B.A.	Vice President	\$ 110.00
Luong Ta, A.A.	System Engineer	\$ 110.00
Lewis, Stroud & Deutch, P.L.		
Nancy Stroud, J.D. / M.R.P.	Principal	\$ 225.00

## Project Manhour Estimate

Description	Total Hrs	WHK Hrs	LSD Hrs	----- Walter H. Keller, Inc. ----			LSD	
				PM	S Plr	E/P	VP	Attorney
<b>For City of Port St. Lucie:</b>								
Task 1.0 - Technical Feasibility Study	60	52	8	24	16	8	4	8
Task 2.0 - Review Existing Capital Improvement Plans	96	96	0	32	40	16	8	
Task 3.0 - Impact Fee Proposal	70	58	12	32	16	8	2	12
Task 4.0 - Impact Fee Analysis	124	112	12	32	32	40	8	12
Task 5.0 - Involvement of City Staff in Impact Fee Schedules	24	20	4	8	4		8	4
Task 6.0 - Public Meetings during Impact Fee Study	56	40	16	20	4	8	8	16
Task 7.0 - Draft Fee Ordinances for Review by City Legal Office	20	4	16	4	0		0	16
Task 8.0 - Staff Training in Fee Process & Updates	18	18	0	8	8		2	0
	468	400	68	160	120	80	40	68



## Project Schedule



- \* - City Commission Public Meeting / Hearing
- - Staff Meeting
- ▲ - Local Planning Agency

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

**Print or type**  
**See Specific Instructions on page 2.**

Name (as shown on your income tax return)  
Walter H. Keller, Inc.

Business name, if different from above

Check appropriate box:  Individual/  
Sole proprietor  Corporation  Partnership  Other ? .....  Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)  
3727 S.E. Ocean Boulevard, Suite 200A

City, state, and ZIP code  
Sewall's Point, Florida 34996

List account number(s) here (optional)

Requester's name and address (optional)  
City of Port St Lucie  
121 SW Port St Lucie Blvd  
Port Saint Lucie FL 34984

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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or

Employer identification number

5	9	2	3	2	2	2	9	1
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ? *Walter H. Keller* Date ? May 22, 2012

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- ? An individual who is a citizen or resident of the United States,
- ? A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- ? Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- ? The U.S. owner of a disregarded entity and not the entity,

# State of Florida

Board of Professional Engineers

**Walter H. Keller Jr. Inc**



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer licensed under Chapter 471, Florida Statutes.

## Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201301326

CA. LIC. NO:

4023

# State of Florida

Board of Professional Engineers

Attests that

**Walter H. Keller Jr., P.E.**

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES

EXPIRATION: 2/28/2013

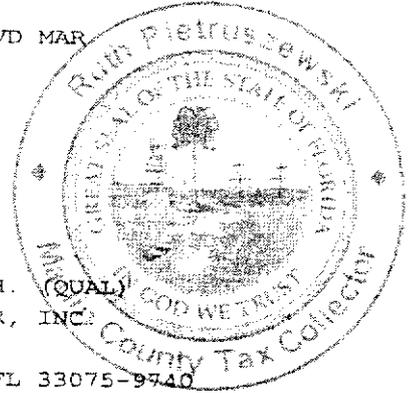
AUDIT NO: 228201311360

P.E. LIC. NO:

20703

2011-2012 **MARTIN COUNTY ORIGINAL  
BUSINESS TAX RECEIPT**  
 HONORABLE RUTH PIETRUSZEWSKI CFC, TAX COLLECTOR  
 3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994  
 (772) 286-5604

ACCOUNT 1997-112-0000 PERT  
 PHONE (772) 219-9079 BLDG NO 008711  
 LOCATION  
3727 SE OCEAN BLVD MAR



**CHARACTER COUNTS IN MARTIN COUNTY**

PREV YR	\$	.00	LIC. FEE	\$	26.25
	\$	.00	PENALTY	\$	.00
	\$	.00	COL. FEE	\$	.00
	\$	.00	TRANSFER	\$	.00
TOTAL					26.25

KELLER, WALTER H. (QUAL)  
 WALTER H. KELLER, INC.  
 PO BOX 9740  
 CORAL SPRINGS, FL 33075-9740

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION  
 OF **ENGINEERING SERVICES**  
 AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

28 JULY 11  
 AND ENDING SEPTEMBER 2012

11 2010 41612.0001 26.25 PAID



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

615 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

June 2, 2011

Mary Keller, Vice President  
WALTER H. KELLER, INC.  
PO Box 9740  
Coral Springs, Florida 33075

Dear Ms. Keller:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 3- Highway Design - Roadway

3.1 - Minor Highway Design

Group 6- Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies

Group 7- Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting

7.3 - Signalization

Group 13 - Planning

13.3 - Policy Planning

13.4 - Systems Planning

13.5 - Subarea/Corridor Planning

13.6 - Land Planning/Engineering

13.7 - Transportation Statistics

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom  
Professional Services  
Qualification Administrator

L.E.O/smr

## DRUG-FREE WORKPLACE FORM

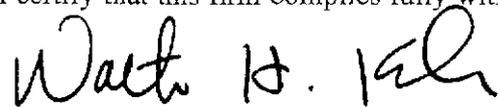
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

**Walter H. Keller, Inc.**  
(Name of Business)

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

May 22, 2012

**CHECKLIST**  
**E-RFP #20120044**

**Impact Fee Study for the City of Port St. Lucie**

Name of Proposer: Walter H. Keller, Inc.

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- ✓ Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- ✓ Required W-9 as per Section 1.13.1 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- ✓ Reviewed the Contract and accept all City Terms and Conditions.
- ✓ Proposer's Questionnaire uploaded to Demandstar (pages 12 -21).
- ✓ List of all sub-consultants (list on the Questionnaire).
- ✓ Organizational Chart.
- ✓ Resumes of key personnel that will be assigned to this Contract.
- ✓ Drug Free Form.
- ✓ Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET\***