RFP Document Package
for
City of Doraville, Georgia
for Planning, Programming and Design Consultation and Management of a Proposed Redevelopment Project by New Broad Street Companies Involving Land Currently Owned by GM

April 1, 2010

TABLE OF CONTENTS

I. Notice 1

II. Request for Proposals (RFP) for Planning, Programming and Design Consultation and Management Project 2

III. Sample Contract 6

I. NOTICE

The City of Doraville is seeking competitive sealed proposals from qualified organizations to provide planning, programming and design consultation and management services for a proposed urban brownfield site redevelopment project proposed by New Broad Street Companies on land currently owned by GM.

The successful offeror will provide, using their in-house capabilities, visioning, engineering review, policy formulation consultation, legislative action recommendation, permitting review, enforcement consultation and project implementation review and management. The project site is a former automobile manufacturing plant. The site will require some amount of remediation, Georgia EPD approval and possible DRI review by ARC. Offeror would serve as the City's representative and point of contact to the developer and sub-developers, county and state agencies, and others throughout the project until the project reaches a satisfactory tipping point of completion to be determined by the City.

The contract, if issued, will be issued to the offeror whose proposal is determined to be the most advantageous to the City of Doraville. Factors including price and financing arrangements will be considered. The City may consider the offeror's quality of work, general reputation in the community, financial responsibility, previous work on similar projects and satisfaction of other similar clients the offeror has been involved with.

Proposal packets may be obtained from the City of Doraville, City Hall, 3725 Park Avenue, Doraville, Georgia 30340, telephone: 770-451-8745; fax: 770-936-3862; e-mail: cityhall@doravillega.us. All proposals are due on April 30, 2010 by 4:00 p.m. and are deliverable to City Hall. Proposals will be opened on May 4, 2010 at 6:30 p.m. at the City Council Chambers at City Hall. A presentation to the City Council may be required before acceptance of an offer. Proposals will remain open and irrevocable for sixty (60) days.

Once awarded, the winning offeror will be expected to begin work on May 20, 2010.

The City retains the right to reject any and all proposals and may re-advertise, perform the work itself, waive formalities in the request for proposal, or abandon the project.

For request for proposal packets, telephone (770) 451-8745 or fax (770) 936-3862.

Rhonda Blackmon, City Clerk
City of Doraville, Georgia

II. REQUEST FOR PROPOSALS (RFP) PLANNING, PROGRAMMING AND DESIGN CONSULTATION AND MANAGEMENT OF A PROPOSED REDEVELOPMENT PROJECT BY NEW BROAD STREET COMPANIES INVOLVING LAND CURRENTLY OWNED BY GM

March 31, 2010

To Whom It May Concern:

Introduction

The City of Doraville, Georgia is a municipality of over 10,000 persons. The City is located within the Atlanta major metropolitan area. The City is urban with large areas of single family residential homes. Buford Highway (a major metropolitan highway) and I-285 run through the City. The City is home to a diverse population, a large, centrally located petroleum and propane tank farm and a former GM automobile plant.

GM owns an approximately 165 acre site found entirely within the city limits of Doraville. At present, the site is under contract with New Broad Street Companies. New Broad Street is a well known developer who was a principal developer of the Town of Celebration, Baldwin Park, and Gables West Village. The GM project will involve at least: a conservation easement, environmental remediation, Georgia EPD scrutiny and approvals, a DRI review by ARC, DeKalb County infrastructure and Fire Marshal review, and City rezoning, permitting and inspections.

Purpose and Objective

The purpose and objective of this RFP is to seek a qualified organization capable of providing in-house planning, programming and design consultation and management during the site redevelopment project. The particular requirements shall include, but are not necessarily limited to:

1. Visioning, involving public engagement.
2. Engineering review and recommendations.
3. Policy formulation.
4. Legislative action proposals involving zoning, architectural design and other as needed legislation.
5. Permit review.
6. Enforcement consultation.
7. Overall project review and management.
8. Liaison with DeKalb County, Georgia EPD, ARC and various state agencies and departments as needed to complete the work.
9. Liaison with GM.

10. Liaison with New Broad Street.

11. Liaison with relevant City and County staff such as the Fire Marshal, Building Inspector and City Planning Director.

12. Some deliverables will be expected within weeks of the contract; others will be due by first vertical building in 2014; still others will be due upon a threshold of project completion to be determined by the City at an as-yet unknown date.

Each of these deliverables shall be exclusively on behalf and in representation of the City of Doraville, Georgia.

Offeror's Requirements

- Liability insurance or exemption is required.
- Proof of Occupation Tax payment is required.
- Proof of or exemption from Workman's Compensation is required.
- Where needed, current professional certifications for disciplines employed.

Approximate Redevelopment Schedule

Close on Property	June, 2010
Salvage and Remediation	24 months
Obtain Greenfield Status	2012
Phased Infrastructure and Development	68 months
Site Sale Start	2013
First Vertical Building Complete	2014

Proposal Submission

Proposals must conform to the requirements of this attachment. Failure to conform to these requirements may result in disqualification from the selection process.

Seven (7) copies of the proposal must be received by 4:00 p.m., April 30, 2010 at:

City of Doraville
3725 Park Avenue
Doraville, GA 30340-1111

The proposal must be delivered in seven (7) separate envelopes clearly marked with the offeror's name.

Proposal Qualifications and Approach

Offeror's qualification statement must include the following:

1. A statement with respect to which portions of the work will be performed directly by offeror and which portions, if any, of the work will be performed by others under subcontract to offeror's organization. This statement must also clearly identify the single company with whom the contract will be signed and which will bear the ultimate responsibility for the work. Preference will be shown to firms capable of providing all necessary service in-house without sub-contract.
2. A summary of offeror's most applicable clients and an explanation of the similarities and differences between this work and other clients' work.
3. The name and phone numbers of two contacts for the offeror. The first contact shall be the offeror's employee/person who is responsible for the work. The second contact shall be the offeror's employee/person who shall be the liaison between the City and offeror. The contacts may be the same person.
4. A brief resume of offeror's group including the group's direct experience with respect to the work.
5. A statement with respect to the offeror's capability to undertake the proposed assignment from a financial and manpower viewpoint.
6. A summary of offeror's recent experience (within the last 5 years).
7. A summary of offeror's organization chart.
8. A description of the technical approach to the work, including quality assurance reviews and interaction with the City.
9. Offeror's qualification statement must be clearly presented with the following headings in the order provided below:

    Offeror/Subcontractors Described
    Relevant Experience
    Organizational Chart
    Technical Approach to Specific Work Meeting the Purpose and Objections
    Schedule of Deliverables

Seven (7) copies of offeror's response to this request for qualification statements must be submitted by April 30, 2010 at 4:00 p.m. It is anticipated that the short list will be developed and offers awarded by May 4, 2010 at 6:30 p.m. with a contract executed with notice to proceed given to the selected firm on May 20, 2010.

Proposed Contract

Attached hereto and made a part hereof is a proposed agreement. The City reserves the right to amend the contract before execution. The agreement is provided as a basis for negotiations regarding the project.

Basis for Selection

The City may consider the submissions responsive to the preceding sections and/or the offeror's quality of work, general reputation in the community, financial responsibility, previous work on other similar sites or any other similar work or any other related factors that may demonstrate offeror's professional ethics, capabilities and skills.

The price offered will be considered in addition to all other factors listed above. Candidates may be asked to make a presentation to the City.

The City reserves the right to reject any and all proposals and may re-advertise, perform the work itself, or waive formalities, abandon the project and to make its selection on a discretionary basis as to which offer is determined to be the most advantageous to the City.

Sincerely,

Rhonda Blackmon, City Clerk
City of Doraville, Georgia

III. SAMPLE CONTRACT

STATE OF GEORGIA
CITY OF DORAVILLE
COUNTY OF DEKALB

AGREEMENT

Agreement and Specifications for Planning, Programming and Design Consultation and Management of a Proposed Redevelopment Project by New Broad Street Companies Involving Land Currently Owned by GM

This Agreement made and entered into this the ____ day of _____, 2009, by and between _____ represented by their duly authorized representative _____ (hereinafter referred to as "Contractor") of the County of _____, State of Georgia, and the CITY OF DORAVILLE, GEORGIA, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS the City desires to obtain and Contractor desires to provide planning, programming and design consultation and management of a proposed redevelopment project by New Broad Street Companies involving land currently owned by GM;

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City hereby agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT AND SPECIFICATIONS

Contractor acknowledges and understands that terms of this Agreement are not intended to provide exclusive authority to Contractor in any activities set out herein below. Further, this Agreement does not waive, lessen or abdicate any legislative, regulatory authority or duty of the elected officials of the City.

The purpose of this Agreement is:

A. To provide comprehensive planning, programming and design consultation and management of a proposed approximately 165 acre urban brownfield site owned or formerly owned by GM and developed by New Broad Street Companies, located within the city limits of the City of Doraville, Georgia.

B. Using in-house personnel to provide the minimal deliverables of:

1. Site redevelopment visioning by public engagement;

2. Engineering design review;
3. Policy formulation and recommendations to City staff and Council;
4. Legislative action recommendations on local and state levels for project redevelopment;
5. Permit review;
6. Enforcement Action review and consultation to achieve desired redevelopment results;
7. Overall project management and consultation services;
8. Serve as liaison with GM;
9. Serve as liaison with New Broad Street Companies;
10. Serve as liaison with City and County staff relevant to the project; and
11. Serve as liaison with DeKalb County, Georgia EPD, ARC and any other local, state or federal agency as may be necessary to implement the redevelopment.

C. Provide each deliverable as noted in Article I(B) exclusively on behalf of an in representation of the City.

D. Approximate Redevelopment Schedule:

Close on Property	June, 2010
Salvage and Remediation	24 months
Obtain Greenfield Status	2012
Phased Infrastructure and Development	68 months
Site Sale Start	2013
First Vertical Building Complete	2014

Deliverables will, at a minimum, comply with the approximate development scheduled denoted herein.

E. Contractor agrees to accept the schedule of tasks and frequency schedule herein. Contractor agrees to perform the following services in all areas where applicable.

ARTICLE II
DURATION OF CONTRACT

A. This contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which is may be renewed, if renewed.

B. This Agreement will be automatically renewed unless the City elects to terminate this Contract on the day of the close of the calendar year in which this Contract is executed or within sixty (60) days after the close of the day of the calendar year in which this Contract is executed or renewed, if renewed.

ARTICLE III
CONSIDERATION FOR AGREEMENT

A. This Agreement is based on the following stated total consideration for the calendar year in which this Contract is executed. Contractor shall be paid $_____ for all services rendered under this agreement.

B. If this Agreement is automatically renewed, the total obligation during the calendar year in which this Agreement is renewed shall be $_____.

C. The sums paid in Section III (A) and (B) represent the total obligation of the City for the calendar year of execution and the total obligation incurred in the calendar year renewal term, if renewed, until termination.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

A. The Contractor represents that it has paid Occupation Tax to do business in the County of DeKalb, City of Doraville, Georgia or is otherwise exempt.

B. The Contractor represents that it has provided a copy of its Workman's Compensation Certificate to the City or is otherwise exempt.

C. The Contractor will maintain or carry in-force liability insurance in the amount of at least one million ($1,000,000.00). This insurance is non-cancelable during the duration of this Contract except upon thirty (30) days prior written notice to the City. Cancellation of this insurance will be considered a breach of this Agreement.

ARTICLE V
MISCELLANEOUS

A. If applicable, title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the City.

B. The City reserves the right to deal exclusively with _____ identified as representative of _____ in all matters concerning this Agreement.

C. It is mutually agreed by _____ and _____ as their authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that the conditions are hereby agreed to by _____ and _____ as their authorized representative.

D. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City.

E. The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal.

F. This Contract in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.

G. The City reserves the right to terminate this Contract for non-compliance by issuing thirty (30) days written notice to the Contractor.

H. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the City.

I. If any conflicts between this Contract and Contractor's Proposal arise, the terms of this Contract are deemed to absolutely prevail.

J. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract are deemed to be the sole responsibility of the Contractor for the purposes of all Worker's Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Contract and list of specifications should be deemed to obligate City employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Contract.

K. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding between the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto. The sole exception to this is that the Contractor's Proposal dated _____ are incorporated into this Agreement under Article V (I) above.

L. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.

M. Contractor agrees to indemnify, save and hold harmless, and defend the City, its officers, boards, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of Contractor's operation and provision of services, including but not limited to, reasonable attorney's fees and costs if such fees and costs are deemed necessary by the City.

N. This Agreement may not be assigned by either Party unless approved by each Party in writing.

O. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to Contractor:

_____
_____
_____
Attn: _____

As to City:

City of Doraville
3725 Park Avenue
Doraville, GA 30340-1111
Attn: Ray Jenkins, Mayor

or such address as shall be furnished by notice to the other parties.

P. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

Q. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

R. Contractor has the following number of employees:

( ) 500 or more employees
( ) 100 or more employees
( ) Fewer than 100 employees

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor.

Contractor attests compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit "A" as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this Agreement as Exhibit "A."

S. Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit included with this Agreement as Exhibit "B" shall be made a part of the contractor/subcontractor agreement.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

"CONTRACTOR"

By:_____
Name: _____
(Print or type)

"CITY"

(SEAL)

_____
Mayor Ray Jenkins

ATTEST:

_____
Rhonda Blackmon, City Clerk

APPROVED AS TO FORM:

_____
Murray J. Weed, City Attorney

EXHIBIT A

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this Affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §§13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §§13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with the City of Doraville, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §§ 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Doraville at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number: _____

BY: Authorized Officer or Agent of Contractor: _____

Title of Authorized Officer or Agent of Contractor: _____

Printed Name of Authorized Officer or Agent: _____

Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 2009.

_____
Notary Public
Print Name:_____

(SEAL)

My Commission Expires: _____

EXHIBIT B

SUBCONTRACTOR AFFIDAVIT

By executing this Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §§13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with the City of Doraville has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____

EEV / Basic Pilot Program User Identification Number

By:_____

Printed Name: _____

Company Name: _____

Title: _____