



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and Council
From: Richard McLeod, Director of Community Development
Date: March 12, 2018
Subject: PIB Study Contract Amendment for Market Study and 3rd Meeting

ITEM DESCRIPTION

Approval of TSW Contact Amendment for PIB/Winters Chapel Small Area Study.

BACKGROUND

The City has asked TSW to prepare a proposal for a market study and a third public meeting for the Peachtree Industrial Boulevard /Winters Chapel Rd Small Area Study.

PROJECT SCOPE

The scope of work will include the market study with real estate supply/demand assessment and plan development, final meeting and document production additions.

EVALUATION

The City entered a contact with TSW, a planning firm, to do the small area study of PIB/Winters Chapel Rd area for \$40,000 in the fall of last year. In the contact there were two meetings that were covered.

After the first meeting staff and the City Council thought that there should be a market study performed. We asked TSW to include that in an amendment and to prepare for a third meeting. The amendment is attached here.

The amount of the amendment is:

Task 1	Market Study	\$15,500.00
Task 2	Final Meeting + Prep	\$3,000.00
Task 3	Document Production/Additions	\$2,000.00
Total		\$20,500.00

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Ritcher City Council Post 2
Tom Lambert City Council Post 3

Terry Nail City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

#10.



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RECOMMENDATION

Staff recommends approving the amendment from TSW for the market study and meeting preparation to the contact in the amount of \$20,500.

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Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Ritcher City Council Post 2
Tom Lambert City Council Post 3

Terry Nail City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6



1389 Peachtree Street, NE
Suite 200
Atlanta, GA 30309

Phone: 404.873.6730
Fax: 404.874.6471
www.tsw-design.com

Principals:

William Tunnell
Jerry Spangler
Thomas Walsh
Caleb Racicot
Adam Williamson
Bryan Bays
Heather Hubble

Associates:

Rebekah Calvert
Ben Woodrow Giles
David Lintott
Alex Fite-Wassilak
Lionel Johnson
Sarah McColley
Laura Richter

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN THE CLIENT AND TUNNELL-SPANGLER-WALSH AND ASSOCIATES, INC. (TSW)

Amendment Number 01 DATED February 23, 2018 to the agreement between City of Dunwoody ("Client") and Tunnell-Spangler-Walsh & Associates (TSW) dated October 2, 2017 concerning Peachtree Industrial Boulevard Small Area Study ("the project").

The Consultant has entered into Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Task 1 and Task 2 hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this amendment, all of which are incorporated by reference.

Scope of Services

SCHEDULE:

Starting date will be 23th day of February 2018 and estimated completion 23rd of August 2018.

DESCRIPTION:

The scope of services will INCLUDE the following items:

- Task 1: Market Study
 - 1a. Real Estate Supply/Demand Assessment
 - 1b. Plan Development
- Task 2: Final Meeting + Prep
- Task 3: Document Production/Additions to include:

Task 1a: Real Estate Supply/Demand Assessment

The market analysis will explore market opportunities and feasibility of land uses and real estate products.

The analysis will include the following elements:

- Identify an appropriate trade/market area.
- Within the trade area, BAG will review key demographic information and trends, including key population and household trends, customer profiles, generational patterns, employment/day time population, etc.
- Analyze the performance of the key real estate product types in the market area in terms of:
 - For sale housing
 - Rental housing
 - Senior housing
 - Retail
 - Office.
- Analyze projects in the development pipeline for the market area.
- Prepare demand projections for each of the key real estate product types analyzed in terms of
 - Absorption, price/leasing ranges, and growth opportunities over the next five years.
- A **summary presentation** of the market analysis will be developed to help inform plan and for inclusion as a section of the final report.

Task 1b: Plan Development

Based on the analysis completed and further feedback, Bleakly Advisory Group will assist TSW in developing potential development concepts, which will include identifying new development and redevelopment opportunities, mixed-income housing opportunities, higher-density housing and mixed-use in strategic locations.

Depending on the needs of TSW and the client, this could include financial feasibility (proforma) analyses of concepts that would evaluate the necessary densities and pricing required to redevelop select parcels.

The outcome of the redevelopment feasibility analysis will include:

- Public Private Partnership opportunities
- Financing mechanisms
- City redevelopment strategies
- Etc.

Task 2: Meetings

TSW and Bleakly Advisory Group will participate a final project meeting to take place later in the Spring to present market findings/concepts/final recommendations.

Task 3: Document Production/Additions

TSW and Bleakly Advisory Group will integrate and format materials from the market study and the additional meeting into the final planning document.

FEES & TERMS:

Task 1	Market Study	\$15,500.00
Task 2	Final Meeting + Prep	\$3,000.00
Task 3	Document Production/Additions	\$2,000.00
Total		\$20,500.00

Client warrants that funds are available to compensate Consultant for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after

their invoice date. Client shall notify Consultant of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.

Accounts delinquent longer than 60 days will result in the stoppage of work. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due.

ADDITIONAL SERVICES:

Work shall be completed based on the SCHEDULE section of this agreement. Changes in Client input or direction, excessive changes, or major deviation from the project schedule may be cause for additional services. Any Work the Client wishes Consultant to create, which is not specified in the SCOPE OF SERVICES section of this agreement will be considered an additional service. Such Work shall require written approval, an amendment to this Agreement and payment in addition to that specified in this Agreement.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client.

TERMINATION:

In the event of termination, suspension, or abandonment of the Project by the Client, the Consultant shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Consultant to suspend or terminate services. Either party may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of the place where the Project is located applicable therein.

Client:
City of Dunwoody

Consultant:
TSW

By: _____

By: _____

#10.

Title: _____

Title: _____

Date: _____

Date: February 23, 2018