



2424 Piedmont Road, NE  
Atlanta, GA 30324  
404-848-5000



## METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

### REQUEST FOR PROPOSALS

FOR

P40628

JOINT DEVELOPMENT OF PARCEL D3210 AT PEACHTREE CENTER  
STATION, ENTRANCE #2



2424 Piedmont Road, NE  
Atlanta, GA 30324  
404-848-5000

March 6, 2018

TO: ALL PROSPECTIVE PROPONENTS

SUBJECT: REQUEST FOR PROPOSALS (RFP) NUMBER P40628:  
JOINT DEVELOPMENT OF PARCEL D3210 AT PEACHTREE CENTER STATION,  
ENTRANCE #2

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "Authority"), a proposal for the above-captioned solicitation. A Pre-Proposal Conference to discuss Request for Proposals Number P40628 ("RFP") will be held at the MARTA Headquarters Building located at 2424 Piedmont Road, N. E., Lobby Floor, Bid Opening Room, Atlanta, Georgia 30324, on **March 16, 2018 at 10:00 a.m. (local time)**. To be eligible for consideration your proposal must be received by the Authority no later than **2:00 p.m. (local time) on April 17, 2018**. The RFP can be reviewed and downloaded from MARTA's website ([www.itsmarta.com](http://www.itsmarta.com)). On the home page, point to "More"/click Current Opportunities/click on RFP P40628 /Download Invitation for Bids/Request for Proposals/Log-in (first time users must register).

All questions regarding this RFP should be submitted in writing to MARTA's contact person, **Markisa Davis, Contract Specialist III**, via e-mail [mdavis@itsmarta.com](mailto:mdavis@itsmarta.com). The deadline for receipt of questions is **March 30, 2018**. Written inquiries received prior to 11:59 p.m. (local time) on **March 30, 2018** by MARTA will be answered and posted as a Response to Inquiries to this RFP on MARTA's website at [www.itsmarta.com](http://www.itsmarta.com). If you need additional information, please contact **Markisa Davis, Contract Specialist III**, at 404-848-4448.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa DeGrace". The signature is fluid and cursive, with the first name "Lisa" being more prominent than the last name "DeGrace".

Lisa DeGrace  
Chief Contracts Officer

**REQUEST FOR PROPOSALS**  
**P40628: JOINT DEVELOPMENT OF PARCEL D3210 AT PEACHTREE CENTER STATION,**  
**ENTRANCE #2**

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## Part 1: Information and Instructions to Proponents

1. **General and Background Information:** The Metropolitan Atlanta Rapid Transit Authority ("MARTA") operates the ninth largest transit system in North America, providing bus, rail and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the City of Atlanta and counties of Clayton, DeKalb and Fulton daily. MARTA has approximately 4,540 employees.

MARTA is soliciting proposals from Developers for the Peachtree Center Station Entrance #2 Transit Oriented Development ("TOD") Project for MARTA's Office of Transit Oriented Development and Real Estate pursuant to the terms and conditions contained in that certain Term Sheet for Transit Oriented Development at Peachtree Center Station Entrance #2 attached hereto Part 5 ("Term Sheet") and incorporated herein by this reference.

2. **Services Being Procured:** MARTA is seeking Development Proposals from qualified Developer(s) that are capable of developing Parcel D3210 at MARTA's Peachtree Center Station in a manner consistent with MARTA's objectives and MARTA's Transit Oriented Development ("TOD") Guidelines. Proponents may submit a Development Proposal for the redevelopment of the land at Peachtree Center Entrance #2. This property is located at the intersections of Peachtree St, Carnegie Way, and Forsyth St in downtown Atlanta.
3. **Definitions:** The following terms shall have the following meanings when used throughout this Request for Proposals ("RFP"):

Proponent: Each Firm or aggregation of Firms (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a proposal in response to this RFP with the intent of performing the services as the prime contractor.

Firm(s): A Firm that has or will obtain, prior to the execution of any contract awarded hereunder, all necessary licenses required by the State of Georgia to perform the Services and is authorized to do business in the State of Georgia.

Proposal(s): A written response (i.e., technical proposal and price proposal) to this RFP prepared by a Proponent and submitted to MARTA's Office of Contracts, Procurement and Materials ("CPM").

4. **Minimum Qualifications:** To participate in this procurement, Proponent must satisfy the minimum qualifications required by this RFP. Where the Proponent is a partnership, joint venture arrangement, limited liability company, limited liability partnership or other multiple entity organization, the entity that holds a majority ownership interest in the Proponent (i.e., over 50% ownership) must meet the minimum requirements set forth in this RFP. Additionally, prior to execution of the Contract, the successful Proponent will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia.

No Proponent or entity comprising Proponent may submit more than one (1) Proposal under the same or different names or as part of multiple organizations. MARTA reserves the right to disqualify any Proponent or entity comprising Proponent that submits more than one (1) Proposal in response to this solicitation. **NOTE:** This restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a Proposal in response to this RFP, the Proponent represents and warrants to MARTA that Proponent has or will acquire all of the licenses, certifications, permits, bonding capacity and insurance. By submitting a Proposal concerning this procurement, Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, all of MARTA's policies and procedures (as the same may change from time to time), all of which is incorporated into this RFP by this reference.

5. **No Offer by MARTA; Firm Offer by Proponent:** This procurement does not constitute an offer by MARTA to enter an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer or Proposal shall bind MARTA. However, Proponent's offer is a firm offer to MARTA for a period of 120 calendar days from the Proposal Deadline and may not be withdrawn during such 120-day period.
6. **Pre-Proposal Conference:** A pre-proposal conference is scheduled for **March 16, 2018, at 10:00 a.m. (local time)** at the MARTA's headquarters building located at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330. Proponents are advised that notwithstanding the address, MARTA's headquarters building is located west of Piedmont Road on Morosgo Drive across from the Lindbergh Rail Station. Attendance at the pre-proposal conference is not required but is strongly encouraged. Each Proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this RFP.
7. **Additional Documentation:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) promptly after an award pursuant to any notice provided by MARTA and as required by the terms of this RFP and the Contract.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this procurement must be submitted in writing to MARTA's contact person, **Markisa Davis** via electronic mail [mdavis@itsmarta.com](mailto:mdavis@itsmarta.com), on or before **March 30, 2018 at 11:59 p.m. (local time)**. Questions submitted after the designated period may not be considered by MARTA. Any response made by MARTA will be provided in writing to all Proponents by posting the same to MARTA's website at [www.itsmarta.com](http://www.itsmarta.com). It is the responsibility of each Proponent to obtain a copy of all responses and/or any addenda issued for this procurement by monitoring MARTA's website. No Proponent may rely on any verbal response to any question concerning this procurement. All Proponents (and any representative thereof) are strictly prohibited from contacting any MARTA employees (or third-party representatives or

consultants of MARTA) on any matter having to do with this procurement. All communications by any Proponent must be made with MARTA's contact person or any other MARTA employees or representatives designated by the head of MARTA's Contracts, Procurement and Materials Department.

9. **Proposal Deadline:** To be considered responsive, a Proponent must complete and submit its Proposal and all required submittals and attachments in accordance with the instructions contained or referenced in this RFP. All responses to this RFP must be received by MARTA's Department of Contracts, Procurement & Materials, 2400 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before **April 17, 2018, at 2:00 p.m. (local time)**. Any Proposal received after this time will not be considered/reviewed and will be rejected and returned.

10. **Required Submittals:**

- a. **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Proponent must complete and submit a Contractor's Affidavit with its Proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"), as amended. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Under state law, MARTA cannot consider any Proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with MARTA are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on MARTA procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- b. **Form 2: Acknowledgement of Addenda.** Each Proponent must complete, sign and submit an acknowledgement with its Proposal that it has received all Addenda issued by MARTA for this RFP. This form is provided and may be used to satisfy this requirement.
- c. **Form 3: Reserved.**
- d. **Form 4: No Conflict of Interest.** Each Proponent must complete, sign and submit with their Proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.
- e. **Form 5: List of Proposed Subcontractors.** Each Proponent is requested to furnish with their Proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.

- f. **Form 6: Qualifications and Business References.** Each Proponent is requested to furnish with their Proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.
  - g. **Appendix A: Office of Diversity and Inclusion Requirements.** MARTA's Office of Diversity and Inclusion program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement are set forth in **Appendix A** attached hereto. Each Proponent should furnish the information requested by **Appendix A** with their Proposal. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.
11. **Ownership of Proposals:** Each Proposal submitted to MARTA will become the property of MARTA, without compensation to a Proponent, for MARTA's use, in MARTA's sole discretion.
12. **Proposal Evaluation, Award and Multiple Awards:**
- a. Upon receipt and review of the Proposals, MARTA shall determine which Proponents are responsive and responsible. MARTA will notify each Proponent in writing of MARTA's determination. After the Proposal Deadline, MARTA's Source Evaluation Committee ("SEC") will evaluate each responsive Proposal in accordance with the evaluation criteria described in this RFP. If MARTA elects to award this RFP, MARTA will award the same to the most responsive and responsible Proponent that submits a Proposal that is in the best interest of MARTA to accept. Proponents may be required to make an oral presentation to the SEC at any stage of the selection and evaluation process.
  - b. The selection of the successful Proponent(s), if any, will be based on the following criteria, which are listed in descending order of importance:
    - I. Developer/Development Team Composition and Experience: Proponents industry experience and resources to successfully plan, develop and implement a mixed-use and/or TOD project.
    - II. Financial Proposal and Overall Business Plan: Fair and equitable financial return to MARTA and the Development Team.
    - III. Project Concept and Development Plan: Alignment with MARTA's TOD Guidelines, objectives and goals to provide compact, mixed use, pedestrian-oriented, equitable, high-quality development around transit stations which leads to higher transit ridership and economic development.

- IV. Project Equity: Proposals shall provide evidence that the project will contribute to improving equity in the surrounding community. An Equity Evaluator will be used to measure this criterion. Proponents must self-score their Proposal as part of the selection process. The Equity Evaluator consist of a Scorecard to track elements of a proposed development and Equity Evaluator Scorecard Guidelines which are used to reference to specific items within the Scorecard.
  - V. Phasing Strategy and Business Management Plan: Evidence that the project is supportable in the market, is financially feasible and has a detailed long-term phasing and management plan.
- c. MARTA anticipates that it will award a Contract to a single successful Proponent, if any. The Authority reserves in its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the Proposal(s) in its entirety or by components. If only one (1) acceptable Proponent is received, MARTA will determine whether a price or cost analysis of the Proposal is required. If MARTA decides to make a price or cost analysis, the Proponent will provide all information needed and requested by MARTA to do so, and shall otherwise cooperate as necessary for the purpose.

13. Submission of Proposals:

- a. Proposals must be submitted according to the requirements of this RFP. All blank spaces must be typed or hand written in blue or black ink. **Proponents are advised that the written figures will prevail over the numerical figures in the event of a discrepancy between the two in any Proposal document.** For example only, if a final price proposal of "One Dollar and No Cents (\$2.00)" is received, then the written figure of One Dollar and No Cents is the amount of the final price proposal. All corrections to any entry must be lined out and initialed by the Proponent prior to Proposal submission. Do not use correction tape or fluid.
- b. Proposals shall be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into an agreement with MARTA. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Proposal, bind the entity as well as enter an agreement with MARTA. Each Proponent is responsible for the preparation of its Proposal and for the costs associated therewith.
- c. Each Proponent must submit a complete Proposal in accordance with the requirements of this RFP. The format for the submission of a Proposal mandated by this RFP is not negotiable. The name and number of the project is: **RFP P40628 - Joint Development of Parcel D3210 at Peachtree Center Station, Entrance #2**. Proposals must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the Solicitation, Solicitation Number, Proponent's Name and address, and Proponent's Federal Work Authorization User Identification Number. All Proposals must be submitted to:

Metropolitan Atlanta Rapid Transit Authority  
Department of Contracts, Procurement and Materials  
2400 Piedmont Road, N.E.  
Atlanta, Georgia 30324-3330  
Attn: Contract Control (RFP P40628)

[See end of Part 1 for directions]

- d. Proposals must be submitted to the above address between the hours of 9:00 a.m. and 2:00 p.m. (local time) Monday through Friday. Proposals will not be accepted on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- e. A Proponent must submit one (1) original Proposal (i.e., paper), marked "Original Technical Proposal" and one (1) original Price Proposal, marked "Original Price Proposal" and fourteen (14) USB drives [a.k.a., jump or flash drive]) with a copy of its Proposal on each drive. The Price Proposal shall not be included on any of the USB drives. The Price Proposal shall be submitted in a separate sealed envelope. The Proponent's USB drive copies should be submitted in an unlocked Portable Document Format (i.e., .pdf). The original Technical and Price Proposals must be submitted on 8-½" x 11" double-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. To the extent Proponent requires a larger page size to demonstrate its experience, MARTA will accept 11"x 17" sheet size but it must be folded to 8-1/2" x 11" size.

Each Proposal should contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

- f. Each Proponent shall promptly notify MARTA in writing, prior to the Proposal Deadline, should the Proponent find discrepancies, errors, ambiguities or omissions in any of Proponent's Proposal documents or should the intent or meaning set forth in Proponent's Proposal documents appear unclear or ambiguous.
  - g. Each Proponent shall promptly notify MARTA in writing should the Proponent find discrepancies, errors, ambiguities or omissions in any of the RFP documents prior to the end of the question/comment period set forth herein. MARTA will reply to such notices, if necessary, by issuing an addendum to the RFP. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this RFP by monitoring MARTA's website at [www.itsmarta.com](http://www.itsmarta.com).
14. **Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities.** MARTA reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal before or after Proposal submission. MARTA also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, MARTA may, by addendum, modify any provision or part of this RFP at any time prior to the proposal deadline. The Proponent shall

not rely on oral clarifications to the RFP unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Proponent's original submission without discussion.

15. **Georgia Open Records Act:** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
16. **Representation.** By submitting a Proposal in response to this RFP, Proponent acknowledges and represents that: (a) the accompanying Proposal is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as described in fined Chapter 6A of Title 7 of by the Official Code of Georgia Annotated ("Code") Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Contract) and acknowledges that, if successful, Proponent shall be bound by the requirements stated therein; (c) the signatory to the Proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to this RFP are fully restated herein and remain truthful and accurate representations up to and including the date Proponent submits its Proposal to MARTA; (e) MARTA will not agree to make any substantive revisions to the Contract; (f) it will be bound by MARTA's Code of Ethics available at <http://itsmarta.com/procurement-overview.aspx>, as the same may be amended from time to time in MARTA's sole discretion; and (g) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.
17. **Protests:** Any protest or objection to this RFP or the solicitation process related to this RFP must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA's website at <http://itsmarta.com/procurement-overview.aspx>.
18. **Equal Employment Opportunity and Disadvantaged Business Utilization.** All Proponents are (a) strongly encouraged to consider the use of Disadvantaged Business Enterprises ("DBE(s)") in all aspects of the Contract that will be awarded pursuant to this solicitation process and (b) will be required to document their good faith efforts in this regard as an integral part of their Proposal. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements.

A current listing of DBE's certified with the Georgia Unified Certification Program DBE Directory, as the same may change from time to time, is located at <http://www.dot.ga.gov/PS/Business/DBE>.

MARTA has assigned a 25% goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Proponent agrees and warrants that Proponent:



(a) does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; (b) complies with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor, and Proponent will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by the Authority, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain Proponent's compliance with such rules, regulations, and orders; (c) takes affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their submitted Proposal. The breach of any of the foregoing agreements and warranties shall be a material breach of this contract, for which MARTA, in addition to all other remedies, shall have the right to cancel the contract; and (d) provides MARTA with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees, which will be accomplished prior to Contract award.

19. **INSURANCE REQUIREMENTS:** Proponents are advised that the successful Proponent will be required, at its sole expense, to maintain at least the following coverage and limits of insurance in effect during the term of the Contract:

- (a) Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without the explosion, collapse and underground (XCU) exclusions eliminated of not less than \$75,000,000 single limit per occurrence. Limits of Liability may be provided under a Commercial General Liability policy and Umbrella Liability policy if desired.
- (b) Workers Compensation –Georgia: Statutory coverage and Employers Liability of not less than \$1,000,000.
- (c) Automobile, Bodily Injury and Property Damage Liability: Not less than \$10,000,000 single limit per occurrence.
- (d) Professional Liability: Not less than \$1,000,000 single limit per occurrence.
- (e) Pollution Liability: Not less than \$1,000,000 single limit per occurrence.
- (f) Builders Risk: During the course of construction, Builders Risk insurance is required on a completed value basis against all risks of physical loss, covering the replacement cost value of worked performed and the equipment supplies and materials.

All policies shall contain a Waiver of Subrogation as applicable. MARTA must be listed as an Additional Insured on all policies as applicable. The foregoing coverages must be secured from



insurers and on forms of policies acceptable to the Authority and must include provisions that such insurance cannot be canceled, nor its limits reduced, without at least thirty days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, NE, Atlanta, Georgia 30324-3330.

The Proponent will be required to furnish evidence of insurance in the form and format requested by the Authority to the Office of Contracts, Procurement and Materials, 2424 Piedmont Road, N.E, Atlanta, Georgia 30324-3330.

20. **Environmental Purchasing.** MARTA desires to use Environmentally Preferable Purchasing (EPP) criteria when making purchases for commodities and services. Environmentally Preferable Purchasing refers to securing products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

- a. Twelve basic categories are used to provide guidance as to what constitutes an environmentally preferable product. These categories include:

- (i) Alternative Energy Source
- (ii) Bio-Based
- (iii) Biodegradable
- (iv) Compostable
- (v) High Recycled Content
- (vi) Low Toxicity
- (vii) Low Volatile Organic Compound (VOC)
- (viii) Pollution (air, water, solid waste) Reduction
- (ix) Recyclable
- (x) Repairable
- (xi) Resource Efficient (water conserving and/or energy efficient)
- (xii) Reusable

- b. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all Proposals submitted should comply with the following guidelines:

- (i) All copies should be printed double-sided.
- (ii) All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). All Proposals should note the level of recycled content contained in the paper being used.
- (iii) Unless absolutely necessary, all Proposals and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.

- (iv) Proponents should submit materials in a format that allows for easy removal and recycling of paper materials.
- (v) Proponents are encouraged to use other products that contain recycled content in their Proposal documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, Proponents may wish to note which products in their Proposals are made with recycled materials.
- (vi) Unnecessary samples, attachments or documents not specifically asked for should not be submitted with the Proposals.

21. **Electronic Solicitation Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by MARTA's Department of Contracts, Procurement and Materials. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by MARTA's Department of Contracts, Procurement and Materials, the version maintained by MARTA's Department of Contracts, Procurement and Materials shall govern. The RFP document is available at [www.itsmarta.com](http://www.itsmarta.com).
22. **Award of Agreement; Execution:** If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Proponent a Contract for execution substantially in the form included in solicitation document.

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HQ Annex - 2400 Piedmont Rd NE) is:

**MARTA HQ Annex**

**2400 PIEDMONT RD NE**

**ATLANTA GA 30324**

**404-848-5081 Annex Mail Center**

**404-848-4773 Mail Services Supervisor**

**RECEIVING HOURS**

**Monday – Friday**

**9:00 am – 2:00 pm**

Closed: New Year's Day/ Martin Luther King, Jr  
Holiday/ Memorial Day/ Independence Day/ Labor  
Day/ Thanksgiving Day/ Friday Following/ Thanksgiving  
Day/ Christmas Day

**Driving Directions from I-75 S**

From I-75 S,

Use the left 3 lanes to take exit 251 to merge onto I-85 N,  
follow signs for I-85 N

Take the Buford Hwy N exit

Merge onto GA-13 N

Take the GA-237 N/ Piedmont Rd NE exit

Turn right onto Piedmont Rd NE

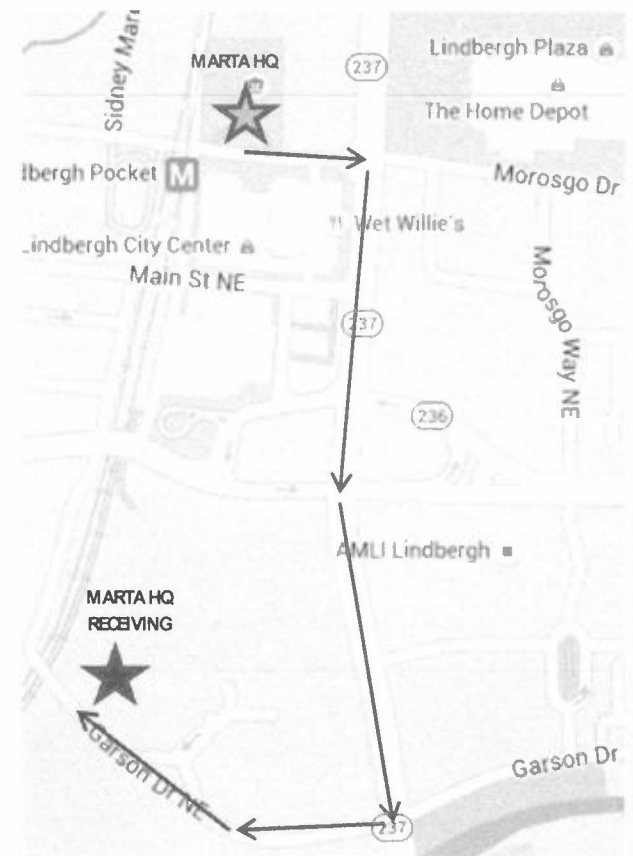
Turn left onto Garson Dr. NE (turn into third driveway on  
right)

**Directions from MARTA HQ to MARTA Receiving  
at the HQ Annex (see map below):**

East on Morosgo Drive to Piedmont Rd. NE

South on Piedmont Rd to Garson Dr. NE

West on Garson Dr. NE to third driveway on the  
right



**OVER FOR DRIVING DIRECTIONS FROM I-75 N/ I-85 N, I-85 S AND GA - 400**

**&**

**DIRECTIONS TO THE HQ ANNEX MAIL CENTER LOADING DOCK**

<u>Driving Directions from I-75/ I-85 N</u>	<u>Driving Directions from I-85 S</u>	<u>Driving Directions from GA-400 S</u>
<p>From the I-75 N/ I-85 N Connector northbound,</p> <p>Keep left at fork to stay on I-85 N, follow signs for I-85 N</p> <p>Take the Buford Hwy N exit</p> <p>Merge onto GA-13 N</p> <p>Take the GA-237 N/ Piedmont Rd NE exit</p> <p>Turn right onto Piedmont Rd NE</p> <p>Turn left onto Carson Dr. NE (turn into third driveway on right)</p>	<p>From I-85 southbound,</p> <p>Take exit 88 for Lenox Rd toward GA-400 N/ Cheshire Br Rd</p> <p>Turn left onto Cheshire Bridge Rd NE</p> <p>Turn right onto GA-236 W/ Lavista Rd NE/ Lindbergh Dr NE</p> <p>Turn left onto GA-237 S/ Piedmont Rd NE</p> <p>Turn right onto Carson Dr NE (turn into third driveway on right)</p>	<p>From GA-400 southbound,</p> <p>Take exit 18 for Sidney Marcus Blvd</p> <p>Turn left onto GA-237 S/ Piedmont Rd NE</p> <p>Turn right onto Carson Dr NE (turn into third driveway on right)</p>

### Directions to the HQ Annex Mail Center Loading Dock

Enter the driveway (note signage on fence for MARTA HQ Annex, MARTA Police) and proceed to the gate and intercom. Press the intercom button and provide the Protective Specialist:

- Your Name
- Your Company Name
- Purpose for Your Visit

From the gate, proceed to the first stop sign and turn left to the HQ Annex Mail Center and loading dock. The pedestrian entrance and doorbell are to the left of the loading dock.



## Part 2: Contents of Proposals and Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP. A proposal consists of the information and submittals that are required by the RFP or being provided by Proponent as part of its proposal
2. **Technical Proposal:**
  - (a) **Title Page:** The title page should show the RFP number and title, the Proponent's name, address, email and telephone and facsimile numbers of the contact person(s) for Proponent and the date of Proponent's Proposal.
  - (b) **Table of Contents:** The table of contents should outline and index the contents of the Proposal and correspond to the requirements of this RFP.
  - (c) **Transmittal Letter:** A letter that briefly states the Proponent's understanding of the work to be performed, its commitment to perform the work, and a statement of the reason(s) why the Proponent believes it is the best qualified individual or entity to perform the work.
  - (d) **Executive Summary:** Each Proponent is required to provide an overview of the Proponent's qualifications to provide the services being procured through this RFP and a high-level description of the proposed solution. At a minimum, the Executive Summary must contain the following information:

Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity.
3. **Response to all Requirements:** The Proponent's response to all requirements must include, but is not limited to, the following information:
  - (a) **Financial Proposal and Overall Business Plan.** The Financial Proposal must be included in the Proposal and contain the following at a minimum:
    - (i) **Sources and Uses of Funds:** The Proponent must include a balance statement showing proposed sources of funds including all debt, equity, public financing, and all fund uses including predevelopment, construction, financing and operations.
    - (ii) **Feasibility Analysis:** The Proponent must provide a leveraged and unleveraged project specific financial pro forma analysis including all project development and construction costs and a 10-year operating cash flow with project returns in Excel format.

- a. Construction and absorption budget assumptions:
    - (1) Land acquisition costs
    - (2) Site preparation costs
    - (3) Hard and soft construction and design costs
    - (4) Lease-up costs, including working capital until building breaks even (i.e., capital necessary to operate a less-than-full building)
  - b. Stabilized annual operating budget assumptions (net cash flow of completed building at or near its expected long term occupancy level):
    - (1) Potential gross income
    - (2) Vacancy allowance
    - (3) Operating expenses
    - (4) Net operating income
  - c. Fundamental return measures and valuation assumptions:
    - (1) Internal rate of return
    - (2) Net present value (for example, what is the net present value of the development project investment apart from land costs?)
    - (3) Summary of the proposed financial economic returns to MARTA
- (iii) Proposed Lease and Revenue Terms: The Proposal must include an outline of financing terms for the project including projected long term ground lease and/or sale revenue to MARTA.
- (iv) Proponents are advised that their Proposals should not be contingent on the receipt of any public funding/financing. However, Proponents are free to seek public funding.
- (b) Project Concept and Development Plan.** The Development Plan must be included in the Proposal and contain the following at a minimum:
- (i) Overall Concept and Vision: Describe the development plan and state the vision of the proposed development, including key architectural and community goals. Provide a site plan for the proposed development at a scale of no greater than 1"=100' and a schematic illustration showing massing, project scale and design character;
  - (ii) Development Program: Provide a tabular summary of the mix of uses within the proposed development including the amount and type of residential (including, without limitation, affordable housing units as referenced by MARTA TOD Policy #4),

retail, hotel, office and civic spaces. Summary should also include the estimated total square feet of land area, gross and net densities, Floor Area Ratios, public green space, number of parking spaces, and an estimated total cost of the development program once 100% build-out. Include the following:

- a. Quantity per land use;
  - b. Absorption period, sales pace or lease-up pace;
  - c. Market rates (for example, rent per SF, market price);
  - d. Philosophy of programming/management/ and maintenance of public space; and
  - e. How proposed land uses activate public spaces.
- (iii) Compliance with MARTA TOD Guidelines and Policy Goals: Describe any Sustainable Building Practices – (as referenced in Chapter #3 of MARTA’s TOD Guidelines and MARTA TOD Policy #5); explain how the proposed project addresses station access hierarchy and pedestrian connectivity including connectivity with the MARTA station, common areas within the development, and other surrounding land uses (as referenced in Chapter #3 of MARTA’s TOD Guidelines and MARTA TOD Policy #2); explain how the proposed project’s overall building and site design is compatible with design and site planning standards that create a great public realm (as referenced in Chapter #3 of MARTA’s TOD Guidelines); and
- (iv) Community Engagement: Describe how you would work with MARTA, the City of Atlanta, residents, businesses and property owners within the Peachtree Center Station area.
- (c) **The Phasing Strategy and Business Management Plan.** The Phasing Strategy and Business Management Plan must be included in the Proposal and contain the following at a minimum:
- (i) The Proponent should describe their plan for executing the Project, highlighting the role played by member Proponents and key individuals of the Project Team. Separately address the following:
    - a. Predevelopment;
    - b. Construction, shell completion;
    - c. Lease-up and tenant finishes, development completion;
    - d. Estimated absorption and/or sales;
    - e. Long term phasing strategy and land use type; and
    - f. Continuing operations, property management and security plan.

- (d) **Organizational Structure and Key Personnel:** The Proponent must provide (a) an organizational chart of the Proponent's management structure and (b) corresponding resumes for each of the individuals listed on the organizational chart provided. The organizational structure and resumes must clearly identify the Proponent's management team.
- (i) Legal form of the Proponent and the state in which it is domiciled. In the case where the Proponent is a partnership, joint venture or affiliation of two or more firms, please provide information for all participants and the nature of the relationship. This should include organizational documents and a brief description of the rights and obligations of the parties.
- (ii) Resumes must include at least the following information:
- a. Name and Title;
  - b. Professional Background;
  - c. Education; and
  - d. Current and Past Employment.
- (iii) The Proponent must also include a statement that clearly identifies the level of authority vested to each individual within Proponent's management structure to make decisions on behalf of the Proponent.
- (iv) The Proponent should include the name, address, telephone and fax number for the contact person authorized to communicate and negotiate on behalf of the Proponent.
- (v) List any outstanding disputes or business relationships between the Proponent and the following entities, if any:
- a. MARTA;
  - b. The United States Department of Transportation;
  - c. Federal Transit Administration;
  - d. Georgia Department of Transportation;
  - e. City of Atlanta;
  - f. County of Clayton;
  - g. County of Cobb;
  - h. County of DeKalb;
  - i. County of Fulton; and/or
  - j. County of Gwinnett.

Describe any other outstanding disputes involving the Proponent that may affect the Contract, which MARTA should be made aware.

- (e) **Qualifications and Business References:** Proponents must provide:
- (i) At least three (3) written reference letters/statements from Proponent's clients (including name of client, name of Project, and contact information) regarding



completed development projects similar to the services being procured by this RFP;

- (ii) A list of past and present clients Proponent has worked for or with over the last five (5) years. Please use **Form 6** to respond to this request.

**NOTE:** By submitting a response to this RFP, Proponent acknowledges and agrees that MARTA may directly contact any of Proponent's references or clients provided.

- (f) **Experience and Qualifications:** To allow MARTA to fully understand the capabilities of Proponent, the Proponent must provide the information requested below for Proponent and if Proponent is a partnership or joint venture, then each member of Proponent shall provide the following information. Please provide the information stated below for each member of the Proponent's team. Use additional sheets, if necessary.

- (i) The Proponent must describe the experience it has within the last ten (10) years with large commercial, residential, hospitality, institutional and/or mixed-use development projects comparable to the proposed project highlighting each of the following, if applicable. Proponents should highlight, at a minimum, each of the following:

- a. Experience in the Atlanta Metropolitan Statistical Area (MSA);
- b. Experience with Transit Oriented Development projects;
- c. Experience with affordable housing; and
- d. Experience working with federal, state and local governments, quasi-governmental entities, and public agencies and authorities, specifically public transit agencies.

- (ii) The Proponent must describe each mixed-use project completed within the last ten (10) years. Proponents should highlight, at a minimum, each of the following:

- a. Size in total land area and building area;
- b. Scope of the project;
- c. Location of the project;
- d. Approximate development value;
- e. Year completed;
- f. Specific role of firms;
- g. Specific role(s) of individuals expected to work on Project (if applicable); and
- h. Client references with contact information and authorization to contact them. Please highlight any previous experience with public

agencies (if applicable).

**NOTE:** If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP must be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50% ownership) of the partnership, joint venture or newly formed entity.

(i) **Financial Information:** Given the nature of this project, MARTA needs to understand the Proponent's financial capability to undertake and successfully complete this project. Proponents must provide the following:

(i) Audited financial statements for the past three (3) years (i.e., 2014, 2015, and 2016). If Proponent's current year's audited financial statements are not yet complete, Proponent may provide either (a) audited financial statements for 2013, 2014 and 2015 or (b) audited financial statements for 2014 and 2015 as well as unaudited summary statements for the current year. The statements must include each of the following at a minimum:

- (A) Balance sheet;
- (B) Income statement; and
- (C) Statement of change in financial position, if any.

(ii) The names and phone numbers of references for the following:

- (A) Two commercial banks; and
- (B) Two institutional partners.

(iii) Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect the ability of Proponent to obtain financing for this project.

(iv) ANY FINANCIAL STATEMENTS THAT PROPONENT DEEMS TO BE CONFIDENTIAL SHOULD BE MARKED AS PROPRIETARY. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN PROPONENT BEING DEEMED NON-RESPONSIVE.

**NOTE:** If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP must be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50%) of the partnership, joint venture or newly formed entity.

4. **Preferred Terms and Deal Structure:** MARTA's preferred terms and general deal structure are set forth in the Form of Term Sheet attached as Part 5 of this RFP. The terms and conditions of the Term Sheet will be similar to those contained within the Form of Term Sheet.

5. **Equity Evaluator Scorecard:** Proponents must complete the Peachtree Center Equity Evaluator Scorecard, which provides a framework with which to evaluate the equity of TOD projects. Equitable transit-oriented development (eTOD) demands inclusive representation and engagement in underserved communities. Proponents must provide evidence that the project will contribute to improving equity in the surrounding community. The Equity Evaluator Scorecard must be completed and submitted as part of the Proposal. It can be downloaded here: [http://www.mediafire.com/folder/97nyakrhc8i48/Peachtree Center Equity Evaluator](http://www.mediafire.com/folder/97nyakrhc8i48/Peachtree+Center+Equity+Evaluator).

The following factors are included in the evaluation:

- (i) General Equity: Generally certain development types enhance equity regardless of their location. As such the development types listed in the Evaluator will add to the equity score and offset impacts of proposed development if appropriately integrated within the community.
- (ii) Population Preservation / Expansion: The Peachtree Center station area already has a substantial portion of affordable housing and represents a great opportunity for those residents to build a stable future for themselves and their children. Development should not displace existing affordable housing and should be predominantly housing with substantial mixed-use components. Housing development components should incorporate affordable housing at percentages above metropolitan area needs and at highest densities allowed
- (iii) Physical Form: The community should be connected to the fabric of the existing community. As such elements in this component ensure proper community layout, relation to the public realm and efficiency. Disconnected and inefficient communities are de facto inequitable. This component draws elements from LEED ND certification program and we appreciate of their contribution to this complementary program.
- (iv) Affordable Housing: Proponents are advised that MARTA will review favorably Proposals that match the existing regional income distribution with special consideration given for the provision of units to extremely and very low income households.

### PART 3: TOD AND STATION INFORMATION/DEVELOPER RESPONSIBILITIES

#### 1. Introduction:

Development Proposals should demonstrate the vision for the project and a workable planning and business framework for developing the property consistent with MARTA's TOD Guidelines and the Downtown Atlanta Master Plan.

As part of implementing a TOD project at MARTA's Peachtree Center Station Entrance #2, MARTA requests qualified Proponents to submit a Development Proposal for the redevelopment of 7600+/- SF of property located at the intersection of Peachtree Street, Carnegie Way, and Forsyth Street in downtown Atlanta, which contains a headhouse for the southwestern entrance to the station. The intent of this RFP is to solicit proposals to convert the property into a high-quality TOD which incorporates the entrance to the station.

The development ("Project") will be implemented by a private developer that MARTA will select through this RFP. Control of the property will be conveyed to the awardee through a ninety-nine (99) year ground lease, air rights lease or other appropriate and mutually agreed upon transaction.

Peachtree Center Station is classified as an Urban Core Station in MARTA's TOD Guidelines and is located on MARTA's Red and Gold Lines. With approximately 8,217 average weekly boardings Peachtree Center Rail Station is MARTA's 4th-busiest rail station

Aerial photographs as well as a boundary survey are set forth in Attachment A and incorporated herein by this reference.

2. **Transit Oriented Development Objectives:** In November 2010, MARTA's Board of Directors adopted TOD Guidelines ("TOD Guidelines"), which sets forth, among other things, MARTA's commitment to TOD and joint development projects on MARTA property. Concurrently, MARTA adopted Policies for Implementing MARTA's TOD Guidelines ("TOD Policies"). The TOD Guidelines and TOD Policies are available on MARTA's website at <http://www.itsmarta.com/guidelines-policies.aspx>. MARTA's interest in TOD projects reflects the following three over-arching strategic goals:

- To generate greater transit ridership which is a natural consequence of clustering mixed-use development around stations and along corridors;
- To promote a sustainable, affordable and growing future for the people of Metro Atlanta; and
- To generate a return on MARTA's transit investment—through enhanced passenger revenues, greater federal support, and, where applicable, development on MARTA property.

The TOD Guidelines provide a framework for designing and constructing successful TOD projects. The TOD Guidelines are built around four principles:

- (a) Station-area development that is compact and dense relative to its surroundings. TOD seeks greater density so that more people can live, work, shop, or go to school within walking distance of the station. In so doing, revenue is generated for MARTA and other transit providers; and people drive less, use less gasoline and save money.
- (b) A rich mix of land uses. TOD creates places where the clustering of uses allows people to do what they need and want to do more conveniently. A lively mix of uses strengthens the link between transit and development as station areas become “24/7” places where people use transit at night and on weekends. Combining transit origins like housing with transit destinations like jobs and schools allows the system to carry rush-hour commuters in both directions, functioning more cost-effectively by serving more riders with the same fleet.
- (c) A great public realm. Transit-oriented development is pedestrian-oriented development, particularly within the quarter-mile radius of the station that most people will walk. In a TOD environment, a grid of small, navigable blocks has sidewalks throughout, with attractive amenities, lighting, way-finding and active uses at street-level. The streets, sidewalks, plazas and stations are safe, active and accessible.
- (d) A new approach to parking. TOD does not mean “no cars”. Even with high transit utilization, many people will come and go by automobile and need a place to park. A defining characteristic of TOD is that it requires less parking than similar development in non-transit locations. Parking is shared as much as possible, taking advantage of dovetailing uses and reducing further the actual number of spaces provided. Essential parking is designed so as not to dominate the visual or pedestrian environment.

The selected Firm will be expected to coordinate its planning, design, engineering and development efforts with MARTA and the appropriate representatives of the City of Atlanta.

MARTA serves an ethnically and economically diverse metropolitan area and encourages Proponents to use good faith efforts to include the participation of small businesses that are owned and controlled by socially and economically disadvantaged individuals in this Project.

**Site Constraints:** This corner site is small and compact and contains a pedestrian entrance to the Peachtree Center Station, which must be preserved. As built drawings for this structure are included in Attachment B. MARTA is open to allowing for the headhouse structure to be removed and reconstructed as part of the TOD project.

## Local Land Use:

- a) **Zoning:** The property owned by MARTA at the Peachtree Center Station Entrance #2 is currently zoned SPI-1 Sub area 1. The SPI-1 sub area 1 district is compatible with the design guidelines contained in MARTA's TOD Guidelines.
  - b) **Density:** The maximum Floor Area Ratio (FAR) allowed in this district is 35. refer to the Code of Ordinances via the following link: <http://www.municode.com>
  - c) **Workforce Housing:** MARTA's TOD policies state that for Joint Development Projects on its property, MARTA will apply a goal of 20% housing affordability, on average. For this Project, MARTA has established a goal that 20% of residential units be reserved for families earning at or below 80% percent of the Atlanta Metropolitan Statistical Area Median Income ("AMI"). Priority is placed on the provision of housing for families. Special consideration will be given to Firms who submit Proposals which exceed this goal. Maximum Rent Limits will be the lesser of 35% of the qualified tenant's gross income or the maximum LIHTC rent for a four-person household at 80% of AMI published annually by HUD. The workforce housing units should reflect the unit types and unit mix proposed for the Project.
  - d) **Previous Plans:** In 2003, the City of Atlanta adopted the Imagine Downtown plan, a visionary plan for Downtown prepared by Central Atlanta Progress (CAP). CAP then updated this plan in 2009 and renamed it Imagine Downtown: 2.0. The goal of the Imagine Downtown 2.0 plan was to promote the responsible growth and development of a vibrant and attractive Downtown Atlanta. It aimed to provide more options for transit, pleasant sidewalks and enjoyable open space. Imagine Downtown 2.0 identified the need for new construction oriented towards dense mixed-use development incorporating a variety of retail, office and residential uses. Imagine Downtown 2.0 was adopted as the grandfathered LCI plan for Downtown Atlanta when it was updated in 2009. In 2017 CAP created the Downtown Atlanta Master Plan ("the Plan"). The Plan will be the primary vision-setting and policy-directing strategy to lead the on-going revitalization and evolution of Downtown Atlanta for the next fifteen years. In addition to establishing priorities for the center city's future land use, transportation network, park and open spaces and major development projects, the Plan is expected to guide real estate and infrastructure investments and planning and economic development activities.
5. **Developer Responsibilities:** This section provides a general overview of the anticipated responsibilities of the selected Proponent. Following the selection of the Firm, MARTA intends to address development responsibilities in more specifically defined and detailed definitive agreements which will ultimately be approved by the MARTA Board of Directors as negotiated between the parties.

Land or Air Rights Lease: The selected Firm is expected to purchase and lease the subject property in order to implement a plan meeting MARTA's TOD objectives.

Market Research: The selected Firm will be responsible for conducting the necessary market research and analysis to determine the marketable property types and supportable lease, sales and absorption rates. The associated cost of all market research shall be borne by the selected Firm.

Site Planning: In conjunction with MARTA and the City of Atlanta, the selected Firm will be responsible for designing and implementing a plan for a market supported and financially feasible TOD that achieves the development objectives of MARTA and the City of Atlanta as previously stated. This plan must be governed by the influences of the site's natural and transit characteristics, as well as the demand for growth and development based on existing trends within the Atlanta region. In addition, the plan will define a vision of the future, incorporating thoughts on planning for urban development, environmental stewardship, equity and how infrastructure and services will be provided to support the development of the site.

Entitlements and Development Approvals: The selected Firm will be responsible for effectuating any necessary land use changes and obtaining permits or regulatory approvals for development of the site from the City of Atlanta and other governing entities. This includes rezoning, any required environmental site assessments, documentation, reports, approvals, building permits, and any similar necessary requirements.

Securing Project Financing: The selected Firm will be responsible for financing the entire cost of the proposed Project. These costs include all pre-development and development costs such as infrastructure, public communications, entitlements, environmental, traffic, soil, or other studies, design and construction costs, and off-and-on-site work, including all utilities.

MARTA will work with the selected Firm to seek any available public financing opportunities to support infrastructure-related improvements at the Project. **THE PROJECT MUST NOT BE CONTINGENT UPON RECEIPT OF PUBLIC FINANCING.** Invest Atlanta offers the following public financing tools:

- **Tax Exempt Bond Financing:** The Urban Residential Finance authority may issue tax exempt bonds for multi-family housing. These bonds provide low interest rates on borrowing and access to higher leverage. Tax exempt rates can be below 6% for long term "AAA" rated fixed-rate housing bonds. Variable rate (floating rate) bonds currently have rates around 3%. Eligible projects must include an affordable housing component and may be eligible for Federal and State Low-Income Housing Tax Credits.
- **Lease Purchase Bonds:** Invest Atlanta may issue lease purchase bonds for new capital investment leading to job creation and/or retention and workforce housing in the City of Atlanta. In this program, property taxes are reduced by 50% and then over a ten-year period the reduction is reduced by 5% a year. Invest Atlanta will issue a minimum of \$10 million in lease purchase bonds to support new capital investment; however,

exceptions to this minimum issuance amount may be made by Invest Atlanta, in its sole discretion, if a compelling economic development reason is demonstrated. Currently, there is no maximum per project principal amount of lease purchase bonds Invest Atlanta will issue. All projects applying for this incentive must demonstrate economic development benefits to the City, which can be shown through the creation of new jobs and retention of existing jobs. Additional economic and community development benefits Invest Atlanta may consider include, but are not limited to, attraction of a target industry, capital investment, infrastructure development and affordable workforce housing. Lease Purchase Bonds can be layered with other financing sources.

Horizontal and Vertical Development: The selected Firm will be responsible for the construction of all necessary off-site and selected on-site improvements including, but not limited to, all required site infrastructure such as utilities and roads; building cores and shells; tenant improvements; furniture, fixtures and equipment; and landscaping. The Firm shall be responsible for the management, direction, design, integration, scheduling, control, review and approval of all subcontract work and services, and will be required to comply with all applicable MARTA, City of Atlanta, State of Georgia and U.S. federal regulations.

Facilitating Community Engagement: MARTA will work with the selected Firm to build neighborhood support for the proposed Project by assisting with community outreach initiatives as the project advances. MARTA **strongly** encourages Proponents to develop a detailed community outreach plan that provides a comprehensive strategy for community involvement.

Project Management: Subject to MARTA's reasonable review and approval, the selected Proponent will be responsible for the operation and management of the Project.



#### PART 4: SUBMITTAL FORMS

1. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
2. Contract Affidavit (Form 1a)
3. Subcontractor Affidavit (Form 1b)
4. Sub-Subcontractor Affidavit (Form 1c)
5. Acknowledgement of Addenda (Form 2)
6. Reserved (Form 3)
7. No Conflict of Interest (Form 4)
8. List of Proposed Subcontractors (Form 5)
9. Qualification and Business References (Form 6)
10. Appendix A – Office of Diversity and Inclusion Requirements and Forms

FORM 1  
Illegal Immigration Reform and Enforcement Act Forms

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Proponents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Proponents in complying with the requirements of MARTA's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to the proposal deadline.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself (see Example 1 below). Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (see Example 2 below).

**Example 1:** ABC, Inc. and XYZ, Inc. form and submit a bid/proposal as TransitService, LLC. TransitService, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of TransitService, LLC which includes the Federal Work Authorization User ID Number issued to TransitService, LLC.

**Example 2:** ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a bid/proposal under the name TransitService, JV. If, based on the nature of the JV agreement, TransitService, JV is not required to obtain an Employer Identification Number from the IRS. The bid/proposal submitted by TransitService, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. All Contractor Affidavits must be notarized.
5. Subcontractor and sub-subcontractor affidavits are not required at the time of bid/proposal submission, but will be required at or prior to Contract execution or in accordance with the timelines set forth in IIREA.

FORM 1a  
**Contractor Affidavit**  
O.C.G.A. § 13-10-91(b)(1)

By executing this Contractor 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 engaged in the physical performance of services on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

FORM 1b  
Subcontractor Affidavit  
O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor 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 \_\_\_\_\_ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number                      Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer:     Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

FORM 1c  
Sub-subcontractor Affidavit  
O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

FORM 2

ACKNOWLEDGMENT OF ADDENDA

Each Proponent, Bidder or Respondent must complete and submit an acknowledgement with its proposal, bid or response that it has received all Addenda issued by MARTA for this solicitation. If none were issued check the box next to the word "NONE" below. This form has been included and may be used to satisfy this requirement. This is to acknowledge receipt of the following Addenda for P40628: Joint Development of Parcel D3210 at Peachtree Center Station, Entrance #2.

NONE [ ]

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_;
4. \_\_\_\_\_;
5. \_\_\_\_\_;
6. \_\_\_\_\_;
7. \_\_\_\_\_;
8. \_\_\_\_\_;
9. \_\_\_\_\_;
10. \_\_\_\_\_; and
11. \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_\_\_

Corporate Proponent or Respondent:  
[Insert Corporate Name]

By: \_\_\_\_\_

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

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

Corporate Secretary/Assistant  
Secretary (Seal)

Date: \_\_\_\_\_, 20\_\_\_\_

Non-Corporate Proponent or Respondent:  
[Insert Proponent Name]

By: \_\_\_\_\_

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

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

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

RESERVED.

FORM 4  
NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Proponent's organization and in the proceeds of a Contract and agreement which might be made between Proponent and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponent to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponent from being awarded the Contract and future work by MARTA.

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

NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED TO MARTA.

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Telephone #: (     ) \_\_\_\_\_

Name of Proponent Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**FORM 5**  
**LIST OF PROPOSED SUBCONTRACTORS**

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SUBCONTRACT EFFORT: \_\_\_\_\_  
AGE OF FIRM: \_\_\_\_\_ YEAR(S) \_\_\_\_\_ MONTH(S) ☐ DBE ☐ NON-DBE  
ANNUAL GROSS RECEIPTS OF FIRM:  
☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999  
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 - 24,999,999
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SUBCONTRACT EFFORT: \_\_\_\_\_  
AGE OF FIRM: \_\_\_\_\_ YEAR(S) \_\_\_\_\_ MONTH(S) ☐ DBE ☐ NON-DBE  
ANNUAL GROSS RECEIPTS OF FIRM:  
☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999  
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 - 24,999,999
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SUBCONTRACT EFFORT: \_\_\_\_\_  
AGE OF FIRM: \_\_\_\_\_ YEAR(S) \_\_\_\_\_ MONTH(S) ☐ DBE ☐ NON-DBE  
ANNUAL GROSS RECEIPTS OF FIRM:  
☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999  
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 - 24,999,999
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SUBCONTRACT EFFORT: \_\_\_\_\_  
AGE OF FIRM: \_\_\_\_\_ YEAR(S) \_\_\_\_\_ MONTH(S) ☐ DBE ☐ NON-DBE  
ANNUAL GROSS RECEIPTS OF FIRM:  
☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999  
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 - 24,999,999

*(use additional sheet(s) if needed)*

**FORM 6**  
**QUALIFICATIONS AND BUSINESS REFERENCES**

Name of Respondent:		
Principal Office Address		
	State:	Zip Code:
Telephone Number	(    )	Fax Number: (    )
Social Security Number (if Individual)		
Federal ID Number		

1. Are you registered to do business in Georgia? Yes ☐ No ☐  
Business Classification: \_\_\_\_\_
2. Is your company licensed to do Business in the State of Georgia? Yes ☐ No ☐  
Business License Number: \_\_\_\_\_
3. Please mark the appropriate classification of your organization.

Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
Limited Liability Company <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	

Please identify the State which your organization is incorporated. \_\_\_\_\_

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of Incorporation; if a joint venture, list names and addresses of ventures and, if any venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

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4. How many years has your organization been in business under your present business name?  
\_\_\_\_\_ yrs.
5. How many years of experience has your organization had in work similar to the work of this Contract?
  - (a) As a prime contractor? \_\_\_\_\_
  - (b) As a subcontractor? \_\_\_\_\_

6. (A) List all the contracts which your organization has completed during the last 5 years which demonstrate the qualifications to perform the work of this Contract. (For joint venture work, show the sponsoring individual or company.) *Use additional sheet(s), using the same format (s) below as needed.*

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

- (B) Please utilize the space below to provide contact information for previous clients, which your firm has provided services of similar size and scope. List clients which you have performed work during the past three (3) years.

Organization Name:		
Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

Organization Name:		
Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, provide details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. In what other lines of business are you financially interested? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Describe the composition of your company's labor force by job classification, including management:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Provide information about the experience of the principal individuals of your present organization.

Individual's Name	Title	Years of Experience	Magnitude and Type of Work

11. List similar contract work which you have currently underway, or for which you are committed:

Name and Address of Customer	Kind of Contract	Contract Price	Expected Completion Date	Completion Date	Location of Work


12. Reference is hereby made to the following financial institutions as to the financial responsibility of the Respondent:

Name of the Bank:	
Street Address:	
City and State:	
Telephone:	
Contact Name:	

Name of the Bank:	
Street Address:	
City and State:	
Telephone:	
Contact Name:	

13. Reference is hereby made to the following surety/insurance company or companies as to the financial responsibility and general reliability of the Respondent:

Name of Surety/Insurance Company:	
Street Address:	
City and State:	
Telephone:	
Contact Name: (Person familiar with Respondent's Account)	
Name of Local Agent (if different):	

14. Financial information for last two (2) years:

	Year Ending:	Year Ending:
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Total Gross Sales	\$	\$
Net Profit (Loss)	\$	\$
Current Assets	\$	\$
Current Liabilities	\$	\$
Audited Financial Statements Available?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

15. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [Check the correct response below:]  
Yes ☐ No ☐

If the response is yes, please provide a detailed description of each proceeding below:  
(Use additional pages if necessary.)

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The undersigned certifies that he is legally authorized by the Respondent to make the statements and representations contained in this form, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Metropolitan Atlanta Rapid Transit Authority rely thereon in awarding the Contract.

RESPONDENT NAME \_\_\_\_\_

DATE OF SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

RESPONDENT MAY USE ADDITIONAL SHEETS IF NECESSARY TO RESPOND TO ANY QUESTION(S).

APPENDIX A  
DEPARTMENT OF DIVERSITY AND EQUAL OPPORTUNITY REQUIREMENTS

See Attached.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
EQUAL OPPORTUNITY  
AND  
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS  
FOR  
REVENUE GENERATING CONTRACTS AND AGREEMENTS**

This document is issued pursuant to *Title VI* and *Title VII* of the *Civil Rights Act of 1964, as amended*, the *Americans with Disabilities Act (ADA) of 1990, as amended*, *Environmental Justice Executive Order No. 12898*, *Executive Order 11246*, *Executive Order 11625*, *49 CFR Part 23 and 26*, and the MARTA Board Policies on equal employment opportunity (Exhibit A), and the utilization of disadvantaged business enterprises (Exhibit B). The Contractor is required to take certain actions designed to assure equitable participation of minority persons and women in its work force, as well as the maximization of opportunities for disadvantaged business enterprises.

Part I details the equal employment opportunity requirements; Part II outlines the disadvantaged business utilization requirements; and Part III requires the Contractor's employment data, details on disadvantaged business utilization, and certification.

**PART I - EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**A. Utilization Analysis**

1. This submittal requirement is applicable to each entity, including each separate partnership, corporation, company, joint venture, or other entity, regardless of its level of participation, comprising the business organizations or entities submitting the bid(s). Each Contractor, desirous of doing business with the Authority, shall be required to submit a current affirmative action program if their workforce is 50 or more employees. The affirmative action program should include a utilization analysis by job category, an underutilization analysis, a program of goals and timetables to correct any such underutilization, and other data called for by the Authority's Office of Diversity and Equal Opportunity. A current Equal Employment Opportunity Policy statement is required if the Contractor's workforce is less than 50 employees.

**B. Underutilization Analysis**

1. "Underutilization" is defined as employing fewer minorities in a particular job category than would reasonably be expected between their availability in the general population, or fewer women in a particular job category than would reasonably be expected based on their availability in the labor market. In determining whether minorities or women are being underutilized in any job category, the Contractor will consider all of the following factors:
  - a. The minority population of the area encompassed by the MARTA system;
  - b. The size of the minority and female unemployment force in the labor area encompassed by the MARTA system;



- c. The percentage of minority and female work forces as compared with the total work force in the labor area encompassed by the MARTA system;
- d. The general availability of minorities and women having requisite skills in the labor area encompassed by the MARTA system;
- e. The availability of minorities and women having requisite skills in an area from which the Contractor can reasonably recruit;
- f. The availability of promotable minority and female employees within the Contractor's organization;
- g. The anticipated expansion, contraction and turnover in the work force;
- h. The existence of training institutions capable of training minorities and women in the requisite skills; and
- i. The degree of training which the Contractor is reasonably able to undertake as a means of making all job classes available to minorities and women.

### **C. Goals and Timetables**

- 1. In the event there is an underutilization of minority or female employees, the Contractor shall also be required to include in its affirmative action plan, a program, including goals and timetables, for correcting these deficiencies.
- 2. An effective affirmative action program shall contain, but not necessarily be limited to, the following elements: (a) development or reaffirmation of the Contractors' equal employment opportunity policy in all personnel actions; (b) formal internal and external dissemination of the Contractors' policy; (c) establishment of responsibilities for implementation of the Contractor's affirmative action program; (d) identification of underutilization by organizational units and job categories; (e) where underutilization occurs, development and execution of a program establishing corrective and affirmative goals and objectives by organizational units and job category, including timetables for completion; (f) design and implementation of internal audit and reporting systems to measure effectiveness of the total program; (g) internal active support of local and national community action programs. Support data for the above analysis and program shall be compiled and maintained as part of the affirmative action program. This data should include progression line charts, seniority rosters, applicant flow data, and applicant rejection ratios indicating minority and female status.
- 3. Goals shall be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. The use of goals is not intended and should not be used to discriminate against any applicant or employee because of race, color, religion, sex or national origin.

### **D. Reports**

- 1. All Contractors doing business with the Authority shall submit at least quarterly reports as may be requested by the Executive Director, Office of Diversity and Equal Opportunity or a designee. Such employment reports shall include such information

as to the practices, policies, programs, and statistics of the Contractor, and shall be in such form, as the Authority may prescribe.

#### **E. Subcontractors**

1. Subcontractors are bound by the same requirements as Contractors, who shall be responsible for the compliance of their Lower tier contractors.

#### **F. Responsibility for Implementation**

1. Each Contractor shall designate, and notify the Authority of the person who will be responsible for implementing its equal opportunity policy and plan.

#### **G. Compliance**

1. The Contractor agrees to comply, and assures the compliance of each sub recipient, lessee, third party contractor, or other participants at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 49 U.S.C. § 2000e, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued.
2. Failure to comply with the Authority's Equal Employment Opportunity policy may constitute cause for cancellation or termination of the contract and may render a Contractor ineligible for future contracts with the Authority. Immediately upon finding that a Contractor is in noncompliance, the Authority shall issue a notice to the Contractor giving it thirty (30) days to show cause why the contract should not be terminated. If the Contractor fails to develop and implement an acceptable affirmative action program within thirty (30) days, the Authority shall issue a notice of proposed cancellation or termination of existing contracts and subcontracts and debarment from future contracts and subcontracts. The Contractor shall have ten (10) days to request a hearing. If a request has not been received in ten (10) days, the Contractor will be declared ineligible for future contracts and contracts will be terminated for default.
3. During the "show cause" period of thirty (30) days, every effort shall be made by the Authority through conciliation, mediation and persuasion to resolve the deficiencies that led to the determination of noncompliance.
4. Any prime Contractor or Subcontractor declared ineligible for further contracts or subcontracts may request reinstatement in a letter directed to the Authority. In connection with the reinstatement proceeding, the prime Contractor or Subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the Equal Employment Opportunity requirements.

#### **H. Records**

1. The Contractor and Subcontractor shall permit access to their books, records, and accounts by OFCCP, the Federal DOT, or the Federal Transit Administration and

the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designated representative for purpose of investigation to ascertain compliance with the foregoing requirements.

**I. Federal Nondiscrimination Provisions Pursuant to 41 CFR Part 60-1.4(b)**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order* 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order* 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted contracts in accordance with procedures authorized in *Executive Order* 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in *Executive Order* 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (I.1) and the provisions of paragraphs (I.1) through (I.7), in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order* 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **J. Federal Nondiscrimination Provisions Pursuant to 49 CFR Part 21.**

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
2. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, creed or national origin.
4. The Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. The Contractor shall include the sentence immediately preceding paragraph (J.1) and the provisions of paragraph (J.1) through (J.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **PART II - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**

### **A. Disadvantaged Business Enterprise (DBE) Participation Contract Specifications Pursuant to *Executive Order 11625*, 49 CFR Part and 26, and MARTA Policy.**

1. It is the policy of the Federal Government and the Authority to ensure a "level playing field" and foster equal opportunity for small businesses pursuant to the Department of Transportation's 49 CFR Part 26. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps in accordance with this solicitation to ensure that disadvantaged business enterprises have a "level playing field" and foster equal opportunity for small businesses. The contractor, sub recipient or subcontractor shall not discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. The Contractor shall use its best efforts to carry out the DBE policy consistent with efficient performance on the project.
2. Contractors are hereby informed that the Authority will consider the establishment of goals for the participation of disadvantaged business enterprises in all contracts it awards. Subsequently, any Subcontracts awarded by the Contractor successful in this solicitation to firms owned by disadvantaged persons, and to joint ventures of which such firms are a part, are essential to the achievement of the Authority's DBE goal. Therefore to be considered for award, Contractors must comply with the requirements of this Part II. By submitting his/her bid, each Contractor gives assurance that he/she will meet the Authority's percentage goal target set forth in Parts II.A.3 for participation by disadvantaged business enterprises in the performance of any contract resulting from this solicitation or, as an alternative, that he has made or will make good faith efforts toward meeting the DBE goals, and will demonstrate to the Authority's satisfaction that he/she has made such efforts.

Contractors are encouraged to submit with their bids, on the form set in Part III.B, the names, respective scope of work, and the dollar values of each DBE Subcontractor that the Contractor proposes for participation in the contract. In any case, this information shall be submitted within such time as the Authority requires. If the information so submitted indicates that the Authority's goals will not be met, the Contractor shall also submit **Exhibit G**, to show sufficient evidence to the Authority's satisfaction that the Contractor has in good faith made every reasonable effort, in the Authority's judgment, to meet such goals. Examples of efforts that may be appropriate are found in Part II.A.5. If any Contractor fails to submit, within the time stipulated or any extension the Authority may allow, the required information concerning DBE participation, or if, having failed to meet the Authority's goals or fails to demonstrate to the Authority's satisfaction his/her good faith efforts to do so, the Authority may, in its discretion, reject his/her contract.

### **3. Disadvantaged Business Enterprise (DBE) Goals.**

**The Authority has established a DBE contract goal of 25% of the total dollar value of the bid total, including amendments, modifications, options and change orders. Credit towards the DBE goal for a contract shall be limited to the participation of firms performing within the designated NAICS code(s) for which the firms have been certified as a DBE.**

4. The Contractor must promptly notify MARTA's Office of Diversity and Equal Opportunity, whenever a DBE subcontractor, performing work related to this contract, is terminated or fails to complete it work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MARTA's Executive Director of Diversity and Equal Opportunity.
5. Contractors are informed that price alone does not constitute an acceptable basis for rejecting DBE quotes unless the Contractor can demonstrate that no reasonable price can be obtained from a DBE. A Contractor's failure to meet the DBE goal or to show reasonable efforts to that end will, in the Authority's discretion, constitute sufficient grounds for rejecting his/her proposal. Such reasonable efforts may include, but are not limited to, some or all of the following:
  - a. Attendance at the pre-proposal conference if any;
  - b. Follow-up of initial solicitations of interest in a timely fashion by contacting DBEs to determine with certainty whether the DBEs are interested;
  - c. Efforts made to select portions of the work (including, where appropriate, breaking down contracts into economically feasible units) proposed to be performed by DBEs in order to increase the likelihood of achieving the DBE goals;

- d. Efforts to negotiate with DBEs for specific subcontracts, including at a minimum:
    - (i) The names, addresses, and telephone numbers of DBEs that were contacted;
    - (ii) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
    - (iii) A detailed statement of the reasons why additional prospective agreements with DBEs, needed to meet the stated goals, were not reached;
  - e. Advertisement in general circulation media, trade association publications and disadvantaged-focus media for a reasonable period before bids are due;
  - f. Notification, in writing, to a reasonable number of specific DBEs that their interests in specifically delineated contract work is solicited, in sufficient time to allow the DBEs to participate effectively;
  - g. Concerning each DBE the Contractor contacted but rejected as unqualified, the reasons for the Contractor's conclusion;
  - h. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding, lines of credit, or insurance required by the Contractor or the Authority;
  - i. Designation, in writing, of a liaison officer who administers the Contractor's disadvantaged business enterprise utilization program;
  - j. Expansion of search for DBEs to a wider geographic area than the area in which the Contractor generally seeks Subcontractors, if use of the customary solicitation area does not result in meeting the goals by the Contractor; and
  - k. Utilization of services of available disadvantaged community organizations; disadvantaged Contractors' groups; local, state, and federal minority business technical assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.
5. **Disadvantaged Business Enterprise** means a small business concern owned and controlled by a socially and economically disadvantaged individual or individuals. For purposes of this definition:
- a. Small business size standards vary by type of industry. Contractors should refer to 13 CFR, Part 121, for current standards. Disadvantaged business enterprise firms will be considered ineligible and will be graduated from the disadvantaged enterprise program if their average annual gross receipts over the preceding three fiscal years exceed \$22,410,000.



- b. An individual is socially disadvantaged if (i) he or she is a citizen of the United States or a lawfully admitted permanent resident, and (ii) because of his or her race, color, national origin, gender, physical handicap or mental disability, long term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control, he or she has been negatively affected with respect to his or her entry into or advancement in the business world.
  - c. A socially disadvantaged individual is economically disadvantaged if he or she and his or her business are in a more difficult economic situation than most businesses and owners that are not socially disadvantaged.
  - d. Any group or individual may, upon a proper showing, be found to be socially and economically disadvantaged. There is a presumption, which, however, may be rebutted by evidence of any appropriate kind, that members of the following groups are socially and economically disadvantaged; (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa; (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (iii) "Native Americans," which includes persons whose origins are American Indians, Eskimos, or Native Hawaiians; (iv) "Asian-Pacific Americans," which includes persons whose origin are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; (v) "Asian-Subcontinental Americans," which includes persons whose origins are from India, Pakistan, or Bangladesh; and (vi) "Women," regardless of race, ethnicity, or origin.
  - e. Owned and Controlled means a business (i) which is at least 51 per cent owned by one or more disadvantaged persons or women or, in the case of a publicly owned business, at least 51 per cent of the stock of which is owned by one or more disadvantaged persons or women, and (ii) whose management and daily business operations are controlled by one or more such individuals.
  - f. The definition of a disadvantaged business enterprise is in Part II.A.5 based upon DOT regulation 49 CFR Part and 26 as amended. The Contractor agrees to abide by this DOT regulation and any subsequent amendments thereto affecting the foregoing definition.
6. The Contractor may rely on written representation by Subcontractors regarding their status as disadvantaged business enterprises in lieu of an independent investigation, however:
- a. Prior to award of this contract, as requested by the Authority, Contractors shall cause disadvantaged business enterprises and joint ventures involving disadvantaged businesses to submit, through the Contractor, appropriate certification to the Authority as shown in the Disadvantaged Business Disclosure Requirements (Exhibits D and E). On the basis of these disclosures and any other relevant information, should the Authority determine any firm to not be a legitimate DBE, Contractors shall be permitted to substitute bona fide DBEs for the Authority's consideration.



- b. After proposal deadline and during contract performance, Contractors are required to make every reasonable effort to replace a DBE Subcontractor that is unable to perform successfully, with another DBE. Prior to substituting a DBE which is not performing satisfactorily, the Contractor shall seek written approval from the Office of Diversity and Equal Opportunity. The Authority's Office of Diversity and Equal Opportunity shall approve all prior substitutions, in writing, in order to ensure that the substitutions of firms are bona fide DBEs.
- c. In the event of the Contractor's non-compliance with the disadvantaged business requirements of the contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - (i) Withholding of payments to the Contractor until the Contractor complies, and/or
  - (ii) Cancellation, termination or suspension of the contract, in whole or in part.
- 7. For the information of Contractors, Exhibit F outlines the Authority's rules, guidelines and criteria for (a) making determinations as to the legitimacy of DBEs (b) ensuring that contracts are awarded to Contractors that meet DBE goals, and (c) counting DBE participation toward DBE goals.
- 8. The Contractor shall cooperate with the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designee in any reviews of the Contractor's procedures and practices with respect to disadvantaged business enterprises which the Executive Director, Office of Diversity and Equal Opportunity may from time to time conduct.

## **B. DBE Reporting and Recordkeeping Requirements.**

- 1. The Contractor shall submit periodic reports (i.e. dependent upon the duration of the contract) of contracting with disadvantaged business enterprises in such form and manner and at such time as prescribed by the Authority (Exhibit C-1 is currently required to be submitted within 10 calendar days following the end of each calendar quarter) for contracts with 12 months duration. If the contract duration is for less than 12 months period, reports must be submitted within 10 calendar days following the end of each month. Any failure to submit this report within 10 days of the end of a month or quarter, as specified by MARTA, could potentially cause a delay in future progress payments.
- 3. The Contractor and Subcontractors shall permit access to their books, records, and accounts by the Federal DOT or the Federal Transit Administration and the Authority's Executive Director, Office of Diversity and Equal Opportunity, or a designated representative, for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion, which is readily accessible to the Authority for a minimum of three years following completion of the contract.

4. To ensure that all obligations under any contract awarded as a result of this proposal solicitation are met, the Authority will conduct periodic reviews of the Contractor's DBE involvement efforts during contract performance. The Contractor shall bring to the attention of the Authority's Office of Diversity and Equal Opportunity any situation in which regularly scheduled progress payments are not promptly made to DBE Subcontractors. Prompt payments to disadvantaged businesses are a requirement of 49 CFR Part 26 and are subject to interest charges, when not made within five (5) days of the Authority paying the Prime Contractor.

### C. Miscellaneous Requirements.

1. There should be no restrictions through, for example, law provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the minority or women owners, without the cooperation or vote of any owner who is not a minority or woman, from making a business decision of the firm in accordance with 49 CFR 26.27(c).
2. The Contractor shall take affirmative steps in establishing local banking requirements for funds received from this project. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a Contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward fulfillment of the DBE goals.
3. **Subcontractor Agreements.** After Contract Award, the Contractor will be required to submit copies of signed subcontract agreements with all subcontractors and sub recipients they will use to the Executive Director of Diversity and Equal Opportunity for review and approval. All subcontract agreements shall denote the Contract Assurance clause 49 CFR Part 26.13; the name of the person authorized to sign for the Subcontractor; the date on which the subcontract agreement was signed; the names of witnesses required; the Scope of Work and compensation for services rendered; and the beginning and ending date for the tasks assigned to the subcontractors. The Authority will not allow any subcontractor or sub recipient to perform any work under the Contract unless its subcontract agreement(s) has been received at least ten days prior to commencement of the subcontractor's and sub recipient's work. The subcontractor and sub recipient agreement shall contain language governing how the subcontractor will be paid that mirrors how MARTA will pay the prime in those instances where work is delayed because of terroristic, color coded alerts issued by Federal Homeland Security.
4. **Prompt Payment and Retention. Prompt Payment and Retention for Subcontractors.** It is the policy of the Authority that prompt payment is made to all subcontractors. **Each subcontract the prime contractor signs with a subcontractor must include the following assurance:** The Contractor is required to pay subcontractors for satisfactory performance of their contracts within 5 days after the Authority has paid the Contractor for such work. The Contractor will not be paid for work performed by a subcontractor until the prime ensures that the subcontractor is paid. The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to those subcontractors within 14 days after the subcontractor's work related to this contract is satisfactorily

completed; or any retainage payments after incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The Contractor's failure to pay subcontractors, as provided herein, shall be a material breach for which the Authority may cancel the Contract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

5. **Prompt Payment and Retention for Lower Tier Contractors.** It is the policy of the Authority that prompt payment is made to all lower tier contractors. **Each lower tier contract the subcontractor signs with a lower tier contractor must include the following assurance:** The Subcontractor is required to pay the lower tier contractors for satisfactory performance of their contracts within 5 days after the Prime has paid the Subcontractor for such work. The Contractor will not be paid for work performed by the lower tier contractor until the subcontractor ensures that the lower tier contractor is paid. The subcontractor shall not require retainage of the lower tier contractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to the lower tier contractors within 14 days after the lower tier contractor's work related to this contract is satisfactorily completed; or any retainage payments after incremental acceptance of the lower tier contractor's work by the Prime and subcontractor's receipt of the partial retainage payment related to the lower tier contractor's work.

The subcontractor's failure to pay the lower tier contractor, as provided herein, shall be a material breach for which the Prime may cancel the Subcontract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The Subcontractor shall not delay or postpone payment to the lower tier contractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

6. **Arbitration.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes. The Contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination **(the five day period may be reduced if the matter is one of public necessity, e.g., safety)**. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity.

7. Upon receipt of the Administrative Notice to Proceed and prior to Site Notice to Proceed, the contractor must submit a schedule of work indicating scope of work for each subcontractor and the time frame in which it is anticipated that this work will be performed.
8. The Contractor must provide MARTA's Office of Diversity and Equal Opportunity with the name and contact information for the EEO officer who will be responsible for all matters pertaining to Affirmative Action and DBE participation for the duration of the contract. During the term of the contract, the contractor's EEO officer will be responsible for the completion and submission of all quarterly reports to MARTA's Office of Diversity and Equal Opportunity. In addition, the EEO officer will also be responsible for serving as the Contractor's liaison for all matters pertaining to DBE firms participating on the contract, including but not limited to, payment and performance issues, substitutions, etc.
9. **Contract Compliance.** The Contractor shall comply with all Davis Bacon, Affirmative Action, Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprise (DBE) laws, Executive Orders, and regulations. The Office of Diversity and Equal Opportunity shall provide technical assistance to contractors on their compliance obligations; identify instances of non-compliance, and the implementation of timely and effective remedies to address non-compliance.
10. The contractor shall establish and maintain policies that provide opportunities for the full utilization and skill-improvement opportunities to assure the increased participation of minority groups and disadvantaged persons and women on their projects.
11. The contractor shall fully comply with Federal laws, directives, executive orders and implemented regulations for the duration of this contract. The Contractor shall display, on a bulletin board in the job site trailer in an accessible and visible location, posters that provide Federal information pertaining to safety (OSHA), wage and hour (Davis Bacon), Equal Employment Opportunity (EEO), and Americans with Disability Act (ADA).
12. The contractor shall provide the Office of Diversity and Equal Opportunity their full cooperation and support during the Equal Opportunity Compliance Reviews of their company.

#### **D. Civil Rights Requirements**

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

1. Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of title VI of the Civil rights Act,” 49 CFR Part 21, and any implementing requirements FTA may issue.
3. Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC 42 U.S.C. § 2000e, and 49 USC 42 U.S.C. § 5332 and any implementing requirements FTA may issue. The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmation action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.
4. Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101 (b) of TEA-21, 23 USC 42 USC § 101 note, and US DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 23. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the USDOT. The Authority’s DBE program, as required 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of the Contractual Agreement.
5. Discrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 42 USC §§ 1681 *et seq.*, with implementing USDOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or activities receiving Federal Financial Assistance,” 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
6. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
7. Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 CFR § 5301 (d), which states the Federal policy that elderly persons and person with disabilities

have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agree to comply with all applicable requirement of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disability Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to the Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
- b. US DOT regulations, "Nondiscrimination on the Basis of handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in commercial Facilities," 28 CFR part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity commission, "regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 CFR Part 1630;
- h. US Federal Communication Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and speech Disabled," 47 CFR Part 64;
- i. US ATBCB, "electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped persons," 49 CFR Part 609; and
- k. Any implementing requirements FTA may issue.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MARTA deems appropriate.

8. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Person with Limited English Proficiency," 42 USC § 2000d-1 note, and US DOT Notice, "DOT Policy Guidance concerning Recipients' Responsibilities to Limited English Proficiency (LEP), 70 *Federal Regulation* 74087, December 14, 2005.
9. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 USC § 4321 note.
10. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug abuse Office and Treatment Act of 1972, as amended, 21 USC §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 USC §§ 201 *et seq.*, and any amendments to these laws.
11. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirement of any other nondiscrimination statute(s) that may apply to this Contract
12. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
13. Contract Assurance. (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).  
  
(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



## PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

### A. Employment Data

The Bidder shall provide the following information pertaining to its workforce. If the Bidder has an Atlanta-area workforce, it should be shown; if the Contractor does not have an Atlanta-area workforce, total permanent workforce should be shown.

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES							
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES			
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC
Officers											
Managers											
Supervisors											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Apprentices											
TOTALS											

The above reflects (check ☐ Atlanta-area workforce ☐ Total permanent workforce (outside Atlanta area))

\* Bidders with 50 or more employees are required to submit a copy of their written Affirmative Action Plan

\*\* Bidders with less than 50 employees are required to submit a copy of their Equal Opportunity Policy statement signed by an authorized company official.

**B. SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

As specified in Part II of these EEO/DBE specifications, Contractors are to present the details of disadvantaged business participation below.

Name of Disadvantaged Business Enterprise	Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs owned and controlled by minorities	* Agreed Upon Price w/ DBEs owned and controlled by women
<b>Totals</b>					

\*Dollar value of each DBE agreement should be listed in one, not both of the "Agreed Upon Price" column; totals of the columns are to at least equal the DBE goals.

**C. CERTIFICATION**

The undersigned certifies that he/she has read, understands, and agrees to be bound by Parts I, II, and III of this section, including the accompanying Exhibits, regarding EEO and DBE, and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the Contractor to make the statements and representations in this Part III and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with Disadvantaged Business Enterprise(s) (which are otherwise deemed by the Authority to be technically responsible to perform the work) listed in Part III B for the work listed in Part III B at the price(s) set forth in Part III B conditioned upon execution of a contract with the Authority. The contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination **(the five day period may be reduced if the matter is one of public necessity, e.g., safety)**. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity. The undersigned understands and agrees that if any of the statements and representations are made by the Contractor knowing them to be false, or if there is a failure of the successful Contractor to implement any of the stated agreements, intentions, objectives, goals, commitments, and substitutions set forth herein without prior approval by the Executive Director, of Diversity and Equal Opportunity or a designee, then in any of such events the Contractor's act or failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as MARTA deems appropriate.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date of Signing: \_\_\_\_\_  
Title: \_\_\_\_\_ Firm or Corporate name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**  
**OFFICE OF DIVERSITY AND INCLUSION**  
**EXHIBITS**

<b>Title</b>	<b>Exhibit</b>
Equal Employment Opportunities	A
Minority Business Enterprise	B
Disadvantaged Business Enterprise	B-1
Monthly Construction Workers Utilization Report	C *
Quarterly Report of Disadvantaged Business Enterprise	C-1
Joint Venture Disclosure	E
Disadvantaged Business Enterprise Goal Requirement	F
Good Faith Efforts	G **
Minority-Owned Banks	H
TVM Certification of Compliance	I ***

**\*Exhibit C** (To be included in construction contracts only)

**\*\*Exhibit G** (To be included only in contracts with DBE goals)

**\*\*\* Exhibit I** (To be included in TVM contracts only)

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
RESOLUTION: EQUAL EMPLOYMENT OPPORTUNITIES  
ADOPTED BY THE MARTA BOARD AUGUST 9, 1971**

The Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to give all citizens equal opportunities in the building and operation of its transit system; and

Discrimination based on race, color, sex and religion or national origin is prohibited by Title VII of the Civil Rights Act of 1964 and Executive Order 11246 prohibits discrimination in federally funded and federally-assisted projects; and

MARTA has an obligation concerning its employment practices and the employment practices of its contractors and their subcontractors to take affirmative action to ensure that applicants and employees are not discriminated against based on race, color, religion, sex or national origin.

**NOW, THEREFORE, BE IT RESOLVED**, that MARTA shall recruit, screen, hire and promote its personnel and require all of its contractors and subcontractors to recruit, screen, hire and promote their personnel without regard to race, color, sex, religion and national origin; and

It shall be the policy of MARTA to achieve and maintain in all of its organizational units and to require all of its contractors and their subcontractors to achieve and maintain in all of their organizational units, levels of minority manpower utilization at least equal to the goals which MARTA shall establish for each segment of its activities after making appropriate factual determinations through its Department of Equal Opportunity and Compliance Review in accordance with the attached utilization plan, affirmative action plan and guidelines which are made a part of this Resolution by reference. The Department shall be established and it shall make factual findings and set goals as soon as practicable after favorable vote at the referenda and in any case before MARTA lets contracts for construction of its rapid transit system. The goals as they relate to those job categories which are enumerated in the Atlanta Plan of the Department of Labor shall in no case be less than the numbers specified in said Atlanta Plan. As to the other job categories, goals must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire program work effectively; and

In any situation of under-utilization of minority manpower, MARTA and its contractors and their subcontractors shall undertake affirmative action programs, within contemplation of Executive Order 11246, including the provision of training to minority workers, to achieve and maintain the objectives of this policy.

This policy statement shall be distributed, both internally and externally, and shall be made a part of all of the Authority's invitations to bid.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
RESOLUTION: ADOPTION OF REVISED MINORITY BUSINESS  
ENTERPRISE  
CONTRACTING GOALS ADOPTED BY THE MARTA BOARD  
DECEMBER 22, 1980**

**WHEREAS** the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

**WHEREAS** discrimination based on race, color, sex, religion and national origin is prohibited by the Civil Rights Act of 1964 and Executive Order 11246, as amended; and

**WHEREAS** Executive Order 11625 of 1971 prescribes the development of a program to achieve full participation of minority businesses in the free enterprise system; and

**WHEREAS** Title VI of the Civil Rights Act requires that appropriate steps be taken to ensure access of all citizens to the services derived from federally assisted programs; and

**WHEREAS** the U.S. Department of Transportation Administration has promulgated regulation (49CFR 23) for implementation of programs by transit properties to ensure participation by businesses owned and controlled by minorities and women; and

**WHEREAS** MARTA recognizes its obligations concerning practices and the contracting practices of its contractors and subcontractors to take affirmative action to ensure that minority and women-owned businesses are given an equitable opportunity to share in contract opportunities.

**NOW, THEREFORE**, be it resolved, that MARTA shall continue to assure that minority business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and to that end the MARTA Board of Directors hereby establishes overall contracting goals of 20 percent for the participation of firms owned and controlled by minorities and 5 percent for the participation of firms owned and controlled by women.

**RESOLVED, FURTHER**, that the General Manager, through the Office of Equal Employment Opportunity, is directed to administer the implementation of this Resolution in accordance with the Authority's Minority Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
RESOLUTION:   DISADVANTAGED BUSINESS ENTERPRISE**

**WHEREAS**, the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

**WHEREAS**, Executive Order 11625 of 1971 prescribe the development of a program to achieve full participation of disadvantaged businesses in the free enterprise system; and

**WHEREAS**, Title VI of the Civil Rights Act 8 requires that appropriate steps be taken to ensure access of all citizens to the services delivered from federally-assisted programs; and

**WHEREAS**, the U.S. Department of Transportation has promulgated regulations 49 CFR 23 for implementation of programs by transit properties to ensure participation by businesses owned and controlled by disadvantaged persons; and

**WHEREAS**, MARTA recognizes the obligation of its contractors and subcontractors to take affirmative action to ensure that disadvantaged businesses are given equitable opportunity to share in contract opportunities.

**NOW, THEREFORE**, be it resolved, that MARTA shall continue to assure that disadvantaged business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and all contracts, whether funded with federal or local monies, shall be subject to MARTA's Disadvantaged Business Enterprise Program and shall have a 25% goal for the utilization of disadvantaged businesses.

**RESOLVED, FURTHER**, that the General Manager, through the office of Equal Opportunity is directed to administer the implementation of this Resolution in accordance with the Authority's Disadvantaged Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.

Contract Number: \_\_\_\_\_

## QUARTERLY REPORT ON DISADVANTAGED BUSINESS ENTERPRISES PRIME CONTRACTOR REPORTING ON DBE SUBCONTRACT ACTIVITY APPLICABLE ON THIS CONTRACT

Calendar Quarter covered by this report:

\_\_\_\_ 1<sup>st</sup>      \_\_\_\_ 3<sup>rd</sup>      20\_\_\_\_  
\_\_\_\_ 2<sup>nd</sup>      \_\_\_\_ 4<sup>th</sup>      Year

If contract is complete please indicate if report is final:

Yes: \_\_\_\_ No: \_\_\_\_

Date Completed: \_\_\_\_\_

### I. DISADVANTAGED SUBCONTRACTORS

Instructions: List all disadvantaged subcontractors which have performed work since NTP, are currently performing work during the duration of the MARTA contract. Disadvantaged-minority joint ventures should show complete joint ventures name and total dollars committed and paid, although only the share in which the disadvantaged firm is participating will be tabulated. Disadvantaged business enterprises which are owned and controlled by women should be denoted with an asterisk (\*). The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. Contractor must return all retainage payments to subcontractor upon satisfactory completion and acceptance of work by MARTA within 14 days; or any retainage payments after incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. All payments not promptly processed and paid by the prime within the specified time limits will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

Name of DBE/Non-DBE Firm	Dollars Committed	Dollars Paid This Quarter	Dollars Paid Since NTP	Retainage Withheld (\$)	Total Retainage Paid	Date Retainage Paid

Contract Number: \_\_\_\_\_

## PRIME CONTRACTOR REPORTING ON SUPPLIERS, VENDORS AND SERVICE FIRMS

### II. DISADVANTAGED SUPPLIERS, VENDORS AND SERVICE FIRMS

Instructions: List all disadvantaged subcontractors which have performed work since NTP, are currently performing work during the duration of the MARTA contract. Disadvantaged-minority joint ventures should show complete joint ventures name and total dollars committed and paid, although only the share in which the disadvantaged firm is participating will be tabulated. Disadvantaged business enterprises which are owned and controlled by women should be denoted with an asterisk (\*). The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. Contractor must return all retainage payments to subcontractor upon satisfactory completion and acceptance of work by MARTA within 14 days; or any retainage payments after incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. All payments not promptly processed and paid by the prime within the specified time limits will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

Name of DBE/Non-DBE Firm	Dollars Committed	Dollars Paid This Quarter	Dollars Paid Since NTP	Retainage Withheld (\$)	Total Retainage Paid	Date Retainage Paid



Contract Number: \_\_\_\_\_

### III. MINORITY-OWNED BANKING

Instructions: List all minority-owned banking institutions in which dollars were deposited during the quarter. Dollars should reflect the contractor's average balance during the quarter in Both "time" and "demand" accounts.

NAME OF MINORITY-OWNED  
BANKING INSTITUTIONS

DOLLARS DEPOSITED  
IN TIME ACCOUNTS

DOLLARS DEPOSITED  
IN DEMAND ACCOUNTS

### IV. CERTIFICATION

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)

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

\_\_\_\_\_  
Firm or Corporate Name

\_\_\_\_\_  
Signature of Firm's EEO Officer

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

Contract Number: \_\_\_\_\_

**QUARTERLY REPORT ON DISADVANTAGED BUSINESS ENTERPRISES  
EEO ACTIVITIES OF THE PRIME CONTRACTOR ONLY**

Calendar Quarter covered by this report:

\_\_\_ 1<sup>st</sup>    \_\_\_ 3<sup>rd</sup>    20\_\_\_  
\_\_\_ 2<sup>nd</sup>    \_\_\_ 4<sup>th</sup>    Year

1. How many positions were filled in the last quarter? \_\_\_\_\_
2. How many positions were filled with minorities in the last quarter? \_\_\_\_\_
3. How many positions were filled with women in the last quarter? \_\_\_\_\_
4. What efforts were made to recruit minorities and/or women? \_\_\_\_\_
5. Please list all minorities promoted in the last quarter, including their former and current positions.

Former Position	Current Position

6. Please list all women promoted in the last quarter, including their former and current positions.

Former Position	Current Position

7. Comments (optional). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_

Employment Data as of: \_\_\_\_\_

### EEO STATISTICAL DATA ON THE PRIME CONTRACTOR'S STAFF ONLY

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES							
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES			
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC
Officers											
Managers											
Supervisors											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Apprentices											
TOTALS											

The above reflects (check one):

☐ Atlanta-area workforce

☐ Total permanent workforce (outside Atlanta area)

The undersigned certifies that he/she is legally authorized by the bidder to make the statements and representations contained in this report; that he/she has read all of the foregoing Statements and representations, and they are true and correct to the best of his/her knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Executive Director of Diversity And Equal Opportunity or the Manager of Economic Opportunity, the contractor will be subject to the loss of any existing contracts and all future contract awards.

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

Firm Corporate Name: \_\_\_\_\_

Name of MARTA DBE Analyst assigned this contract: \_\_\_\_\_

## JOINT VENTURE DISCLOSURE OF REQUIREMENTS

In order to evaluate the extent of the meaningful disadvantaged involvement being proposed by a Joint Venture proponent in satisfaction of its affirmative actions obligation, the Authority requires that certain relevant information be provided initially, prior to award, and be continually updated throughout contract performance. This information must be in the form of an affidavit and submitted through the prime contractor by the Joint Venture. The statements should clearly identify and explain the extent of the disadvantaged business participation in the joint venture including, but not limited to, the information on this form. All information must be furnished or properly addressed before the business entity can be evaluated and approved as an acceptable Joint Venture that meets DBE contract goal requirements.

Description	Joint Venture Firm #1	Joint Venture Firm #2
<b>Official Name, Address and Telephone Number of Each Joint Venture Firm</b>		
<b>Nature of Business of Each Joint Venture Firm</b>		
<b>Number of Years Each Joint Venture Has Been in Business</b>		
	<b>Joint Venture Firm #1</b>	<b>Joint Venture Firm #2</b>
<b>Official Name, Address and Telephone Number of Each Joint Venture Firm</b>		
<b>Nature of Business of Each Joint Venture Firm</b>		
<b>Number of Years Each Joint Venture Has Been in Business</b>		

2. Percent of disadvantaged ownership in joint venture in terms of profit and loss sharing: \_\_\_\_\_

3. Capital contributions by each joint venture and accounting therefore: \_\_\_\_\_

4. Financial controls of joint venture (e.g. will a separate cost center be established; who will be responsible for keeping the books, accounts payable, bank deposits; how will the expense therefore be reimbursed: \_\_\_\_\_

5. The authority that each joint venture partner has in relation to committing or obligating the other:

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6. Describe in specific details the work to be performed on the contract by the disadvantaged business enterprise joint venture firm and the non-minority joint venture firm:

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7. Identify and explain the terms of any ownership, options for ownership or loans between the joint ventures partner:

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8. Specify the contract cash contributions that will be provided by each joint venture partner in support of the contract:

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9. Denote all personnel, their crafts and positions that will be assigned by the disadvantage business enterprise and non-minority joint partner respectively:

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10. How and by whom will the on-site work be supervised, carried out and satisfactorily completed. Please itemize and list the SOW requirements that will be respectively carried out by each joint venture partner:

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11. How and by whom will the administrative office be supervised and administered:

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12. Which joint venture partner will be responsible for material purchases including the estimated cost thereof, as well as, the financing of required purchases:

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13. What equipment will each joint venture partner provide for support of the joint venture? Please itemize and list equipment provided by each joint venture partner:

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14. The experience and business qualifications of each joint venture: ☐ enclosed ☐ not enclosed

15. Evidence of authority to do business in the State of Georgia, as well as locally, include all necessary business license: ☐ enclosed ☐ not enclosed

16. Provide a detailed and delineating copy of the joint venture agreement: ☐ enclosed ☐ not enclosed

17. Identification of control and participation in venture; list those individual who are responsible for day-to-day management and policy decision making including, but not limited to those with prime responsibility for:

Name	R a c e	S e x	Title	Original Organization Affiliation	*Financial Decisions	*Management Decisions	Supervision of Field Operations	@Human Resources

\*(including, but not limited to, estimating, marketing and sale, hiring and firing of management personnel, and purchasing of major items or supplies.)

@obligation of Human Resources needed to successfully complete this contract.

Brief Summary of information listed above:

Name	Qualifications	Responsibilities	Years of Experience	Person's Experience

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(title)

duly authorized representative of (the Joint Venture of) \_\_\_\_\_ I  
(name of venture)

hereby declare and affirm that I am a disadvantaged business enterprise (DBE) as defined by  
MARTA in the specification for \_\_\_\_\_  
(contract number and name)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the operations of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any of the arrangements hereinabove stated and to permit the audit and examination of the books, records and files to the joint venture, or those of each joint venture, authorized representatives of the Authority or Federal Government. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT  
THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND  
THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS  
AFFIDAVIT.

\_\_\_\_\_  
*Signature of Joint Venture's Authorized Representative(s)*

\_\_\_\_\_  
*Signature of Joint Venture's Authorized Representative(s)*

STATE OF \_\_\_\_\_

COUNTY (CITY) OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_

personally appeared \_\_\_\_\_,  
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she  
executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public)

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

(Seal)

## **DETERMINATIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE GOALS**

It is the policy of the Authority and the Federal Government to ensure that DBEs have a full opportunity for meaningful participation in work performed under Authority contracts. The Authority views meaningful disadvantaged business enterprise participation as being something more than mere tokenism or feigned DBE involvement and looks to the substance of proposed commitments in terms of the legitimacy of the disadvantaged business enterprise and its actual involvement in performance of the contract work. Thus, meaningful disadvantaged business enterprise participation needs to be defined, understood, and evaluated to determine if the proposed disadvantaged business enterprise involvement will provide opportunities to increase the experience and expertise of the DBE as well as to enhance its potential to achieve economic viability.

### **Determination of DBE Status**

To ensure that the Authority's DBE Program benefits only DBEs which are owned and controlled in both form and substance by one or more disadvantaged persons or women, the Authority requires that each business including the DBE partner in a joint venture, wishing to participate as a joint venture DBE complete and submit Disadvantaged Business Enterprise Business Disclosure Requirements (Exhibit D). Additionally each entity wishing to participate as a joint venture DBE must complete and submit Joint Venture Disclosure Requirements (Exhibit E). The Disclosure Requirements are to be signed and notarized by the authorized representatives of the business entity and are to be submitted through the Bidder to the Authority prior to contract award. Under the following circumstances, a business seeking to participate as a DBE need not to submit Exhibits D and E.

1. If the potential DBE contractor states in writing that it has submitted the same information to or has been certified by the Authority, any U.S. Department of Transportation element, or another Federal Agency that uses essentially the same disadvantaged business enterprise definition and ownership and control criteria as U.S. D.O.T. The potential DBE contractor is to obtain the information and certification (if any) from the other agency and submit to the Authority or cause the other agency to submit it. The Authority may rely upon such a certification, but the authority reserves the right to require that additional information be submitted and to make an independent determination. Where another agency has collected information but not made a determination concerning eligibility, the Authority will make its own determination based on the information it has obtained from the other agency.



(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

2. If the potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8 (a) of the Small Business Act, as amended. In this circumstance, the potential DBE contractor is to furnish conclusive evidence of the SBA determination to the Authority.

The Authority reserves the right to request and review additional relevant information pertaining to the legitimacy of any purported DBE.

## **DBE Eligibility Standards**

In general, to be eligible for the DBE program, persons must own 51% or more of a "small business," establish that they are disadvantaged within the meaning of DOT regulations, and prove they control their business. The following general guidelines, taken in part from the applicable regulation (49 CFR Part 26), will help business owners determine whether they are eligible for the DBE program:

Eligibility Guidelines (in general):

1. **Ownership** - Your business must be 51% owned by a socially and economically *disadvantaged* individual(s).
2. **"Disadvantaged"** - You may be eligible if you are a member of a group of persons the Department considers as disadvantaged. The Department presumes certain groups are disadvantaged, including women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. The Department notes, for example, that people with disabilities have disproportionately low incomes and high rates of unemployment, and that many may be socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis. More information on how social and economic disadvantage is determined can be found in Appendix E to 49 CFR Part 26.

3. **Business Size Determination** - A firm (including its affiliates) must be a small business as defined by SBA standards. It must not have annual gross receipts over \$22,410,000 in the previous three fiscal years (\$52,470,000 for airport concessionaires in general with some exceptions). Under SAFETEA-LU, this threshold will be adjusted annually for inflation by the Secretary.
4. **Personal Net Worth** - Only disadvantaged persons having a personal net worth (PNW) of less than \$1,320,000 can be considered as a potential qualified DBE. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence. Additional exclusions are available for owners of airport concessionaires (See 49 CFR Part 23).
5. **Independence** - The business must not be tied to another firm in such a way as to compromise its independence and control.
6. **Control** - A disadvantaged owner seeking certification must possess the power to direct or cause the direction of the management and policies of the firm. The owner must also have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged.
7. **Burden of Proof Allocation** - Applicants carry the initial burden of proof regarding their eligibility and must demonstrate that they meet all requirements concerning group membership or individual disadvantage, business size, ownership, and control.

Additional program requirements and certification procedures are found in the Department's regulations 49 CFR Parts 23 and 26. Specific information can also be found within the Department of Transportation's Office of Small and Disadvantaged Business Utilization. In addition to the foregoing standards, the Authority gives special consideration to the following circumstances in determining DBE eligibility.

1. Newly formed firms and firms whose ownership and/or control have changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
2. A previous and/or continuing employer-employee relationship between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities discussed herein.
3. Any relationship between a DBE and a business which is not a DBE which has an interest in the DBE is carefully reviewed to determine if the interest of the non-DBE conflicts with the ownership and control requirements of the DBE definition and guidelines.

Once approved by the Georgia Uniform Certification Program (GUCP) as a DBE, each DBE is expected to update its submission annually by submitting, Exhibit D and/or E, as appropriate, certifying that Exhibit D and/or E on file is still accurate. At any time there is a change in ownership or control of the firm, the DBE is to submit a new Exhibit D and/or E, at the time of such occurrences.

The denial of DBE status to an entity by the U.S. D.O.T. or the GUCP is to be considered final, for the contract and other contracts being led by the Authority at the time of denial of DBE certification, except that any firm which believes that it has been wrongly denied certification as a DBE may file an appeal with the U.S. Department of Transportation pursuant to 49 CFR 26.89. DBEs and joint ventures denied certification may correct deficiencies in their ownership and control and apply for DBE status one year from the date of denial.

### **Counting DBE Participation Toward DBE Goals**

DBE participation is counted toward meeting DBE goals as follows:

1. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal. If a DBE is found to be ineligible after contract award, the prime contractor is not relieved of the DBE requirement. When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so. The contractor may substitute or provide good faith efforts as stated in 49 CFR Part 26.87 i (1).
2. The total dollar value of a contract to a DBE owned and controlled by both disadvantaged males and non-minority females is counted toward the goals for disadvantaged and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with a DBE owned and controlled by disadvantaged women is counted toward either the disadvantaged goal or the goal for women, but not for both. The contractor employing the firm may chose the goal to which the contract value is applied.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. A contractor may count toward the DBE goals a portion of the total dollar value of contract with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture.
5. A contractor may count toward the DBE goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices and other relevant factors.
6. Consistent with normal industry practices a DBE may enter in subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Authority. The Authority's decision on the rebuttal of this presumption is subject to review by the U.S. Department of Transportation.
7. A DBE trucking company is performing a commercially useful function: The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
8. A contractor may count toward its DBE goal expenditures for materials and supplies obtain from DBE suppliers and manufactures, provided that the DBEs assume the actual contractual responsibility for the provision of the materials and supplies. The contractor may count its entire expenditure to a DBE manufacture (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The contractor may count 60 percent of its expenditures to DBE suppliers that are not manufactures, provided that the DBE supplier performs a commercially useful function in the supply process. No percentage amount will be authorized by the Authority to be counted if DBE suppliers do not perform a commercially useful function and are a totally passive conduit.

## **Examples of DBE Participation**

The degree of DBE goal attainment through utilization of DBEs and disadvantaged-majority joint ventures will be calculated as in the following examples.

A joint venture consisting of a disadvantaged business and a majority business, functioning as a prime contractor, will be credited with disadvantaged participation on the basis of percentage of profit to accrue to the DBE. For example, if a joint venture composed of a disadvantaged business and a majority business proposes to perform 50 percent of a project quoted at \$500,000 and 50 percent of the profits are to accrue to disadvantaged partner in the joint venture, disadvantaged participation will be credited as 25 percent of the work, or 125,000.

A DBE distributor or supplier, which performs a commercially useful function, will be credited with 60 percent of the total dollar value of an order toward the DBE goal. For example, A DBE supplier which plays a substantial role in the delivery arrangements and which actually possesses risk of liability for defective products or late delivery may credit \$ 300,000 or 60 percent of a total supply order of \$500,000.

No meaningful DBE goal is achievable unless great care is taken to ensure that contracts let pursuant to the goal requirements are let only to bona fide DBEs. MARTA bidders and contractors are expected to exercise the greatest possible care that disadvantaged firms with whom joint ventures are formed and subcontracts are let and bon fide.

# **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

## **GOOD FAITH EFFORTS**

In order to evaluate the extent of the meaningful Good Faith Efforts being submitted by a bidder/proposer in satisfaction of the contract requirements, the Authority requires that certain relevant information be provided prior to contract award. This information must be in the form of an affidavit and submitted by the prime contractor. A bidder/proponent must show reasonable good faith efforts to obtain DBE participation. MARTA treats bidder's/proponent's compliance with good faith efforts requirements as a matter of responsiveness. Such reasonable efforts may include, but are not limited to, some or all of the following:

- Utilization of the Georgia Unified Certification Program. "UCP" DBE Directory to identify currently certified DBEs:  
**<http://www.dot.ga.gov/PS/Business/DBE#tab-2>**
- Attendance at pre-bid/pre-proposal meetings, advertising and/or written notices;
- Follow-up of initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's are interested;
- Efforts to provide DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Efforts made to select portions of the work (including, where appropriate, breaking down the contract into economically feasible units) proposed to be performed by DBE's in order to increase the likelihood of achieving the DBE goal;
- Efforts to negotiate with DBE's for specific sub-bids, including at a minimum;
- The names, addresses, and telephone numbers of DBE's that were contacted;
- A description of the information provided to DBE's regarding the plans and specifications for portions of the work to be performed and;
- A detailed statement of the reasons why additional prospective agreements with DBE's needed to meet the stated goals, were not reached.

### **Administrative Reconsideration**

The bidder/proponent must make a written request for administrative reconsideration five (5) days prior to the award of the contract for lack of good faith efforts. That notice may be faxed to:

**Mr. Jonathan Hunt**  
**Chief of Corporate Law**  
**MARTA - Legal Services Department**  
**2424 Piedmont Road, NE**  
**Atlanta, GA 30324**  
**Fax: (404) 848-5225**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(title)

duly authorized representative of \_\_\_\_\_  
(name of firm)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the efforts put forth to meet the DBE goal requirements of this contract. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding good faith efforts. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
*Signature of Authorized Representative(s)*

STATE OF \_\_\_\_\_

COUNTY (CITY) OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared

\_\_\_\_\_,  
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public)

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

(Seal)

Exhibit G – GOOD FAITH EFFORTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS											
DBE Firms Contacted: Name, Address and Telephone Number	Scope of Work	DBE Certified		Date Solicitation Sent to DBE	Solicitation Sent Via			Will DBE Submit a Bid?		Bid \$	Comments
		Y	N		Fax	Email	US Mail	Y	N		



**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**  
**OFFICE OF DIVERSITY AND INCLUSION**  
**MINORITY- OWNED BANKS RECOMMENDED**  
**FOR CONSIDERATION**

<b>STATE OF GEORGIA MINORITY-OWNED BANKS</b>			
<b>Bank Name</b>	<b>Address</b>	<b>Telephone/Fax</b>	<b>Contact/Title</b>
Carver State Bank	701 MLK Jr., Blvd, Savannah, GA 31402	T: (912) 447-4200 F: (912) 232-8666	Mr. Robert E. James President
Citizens Trust Bank	75 Piedmont Ave., Ste. 1200, Atlanta, GA 30303	T: (404) 575-8306 F: (404) 575-8311	Ms. Cynthia Day President and CEO
Metro City Bank	5441 Buford Hwy, Ste. 109, Doraville, GA 30340	T: (770) 455-4989 F: (770) 455-4988	Mr. Farid Tan President & CEO
Quantum National Bank	505 Peachtree Industrial Blvd, Suwanee, GA 30024	T: (770) 945-8300 F: (770) 945-4888	Mr. Bryan J. Cohen CEO
State Bank of Georgia	131 Gingercake Road, Fayetteville, GA 30214	T: (770) 719-1200 F: (770) 716-0024	Ms. Kathy Hulsey CFO

**UTILIZATION OF MINORITY-OWNED BANKS DISCLAIMER**

MARTA encourages all of its contactors and their subcontractors, suppliers and vendors to consider utilizing the services of Minority-owned Banks for funds received from Authority projects. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward the fulfillment of DBE goals.

Source: [www.fms.treas.gov](http://www.fms.treas.gov)  
Revised: 7/2016)

**Exhibit H**

**The link to the Georgia Uniform Certification Program (GUCP) which has a complete DBE listing may be accessed below:**

*The Complete Listing of DBEs can be found at:*  
<http://www.dot.ga.gov/PS/Business/DBE#tab-2>

**RFP P40628 Joint Development of Parcel D3210 at Peachtree Center Station, Entrance #2**

**The solicitation should be reviewed in its entirety for additional NAICS codes.**

**DISCLAIMER**

The inclusion of a firm on this list is for informational purposes only and does not constitute an endorsement of any contractor, manufacturer or supplier.

The listing represents firms certified under the Georgia Unified Certification Program (GUCP) and have represented themselves as socially and economically disadvantaged minority or women-owned business enterprises. In addition, they have expressed an interest in doing business with the Authority and/or its contractors and have provided the information on their firms as presented.

The information on GUCP/MARTA certified firms has been validated and should be considered accurate to date. The firms identified provided the information listed and it should not be construed as authoritative. MARTA cannot guarantee the accuracy or validity of the information on non-certified firms.

MARTA assumes no responsibility for transactions resulting from the use of this information and does not guarantee the quality or reliability of the firms listed, or their products or services.

## PART 5: FORM OF TERM SHEET

### TERM SHEET FOR TRANSIT ORIENTED DEVELOPMENT AT PEACHTREE CENTER STATION ENTRANCE

#### #2

This Term Sheet for MARTA's Transit-Oriented Development at Peachtree Center Station Entrance #2 ("Term Sheet") by and between Metropolitan Atlanta Rapid Transit Authority and \_\_\_\_\_ dated \_\_\_\_\_, 2018 is intended to summarize the principal terms of a proposal being considered by the undersigned parties regarding a possible [ground lease or sale] (the "**Proposed Transaction**") of certain real property described in Attachment A. The property is located at the intersection of Peachtree St, Carnegie Way, and Forsyth St in downtown Atlanta, Fulton County, Georgia (collectively, the "**Property**"). The undersigned parties wish to negotiate one or more definitive written agreements providing for the Proposed Transaction (collectively, the "**Definitive Agreement**"). Except where expressly provided otherwise herein, the provisions of this Term Sheet do not constitute, and will not give rise to, any legal binding obligation on the part of any of the undersigned parties. Moreover, no past or future action, course of conduct, or failure to act relating to the Proposed Transaction or relating to the negotiation of the Proposed Transaction or the Definitive Agreement will give rise to or serve as the basis for any obligation hereunder or other liability hereunder on the part of any of the undersigned other than those provisions expressly made binding herein.

1. Owner:

Metropolitan Atlanta Rapid Transit Authority ("**MARTA**").

2. Developer:

\_\_\_\_\_

3. Property:

Those certain parcels located at the intersection of Peachtree St, Carnegie Way, and Forsyth St in Atlanta, Fulton County, Georgia (Parcel D3210) as further described Attachment A, attached hereto and incorporated herein by this reference. Improvements to be developed by Developer on the Property for residential, commercial, hospitality and/or certain other ancillary but related uses hereinafter referred to as the "**Project Improvements**".

4. Property Condition:

In the Definitive Agreement, MARTA will and is not warranting title to the Property, the environmental history/condition or other condition of the Property, or fitness of the Property for any use. Upon the execution of the Definitive Agreement, Developer shall accept its interest in the Property in an "AS IS-WHERE AS" condition.

5. Type of Definitive Agreement:

The Definitive Agreements shall be between MARTA and Developer and shall include (a) a 99-year unsubordinated ground [or air rights] lease between MARTA and Developer (a "**Ground Lease**");(b) a confidentiality and access agreement granting Developer access to the Property

for purposes of performing site preparation and constructing roads, utilities and other infrastructure improvements (the "*Infrastructure*") prior to the commencement of the term of the Ground Lease (a "*Confidentiality and Access Agreement*"); (c) one or more agreements setting forth the terms and conditions for the development, construction, use, operation and maintenance of the Infrastructure, any required MARTA patron parking and any modifications to the Transit Station (the "*Infrastructure Agreement*"); and (d) a Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements ("*CC&Rs*"). The Definitive Agreement shall include, but not be limited to, the documents listed on Attachment C attached hereto.

A. Ground Lease(s).

The rent provisions of each Ground Lease and Air Rights Lease shall be as follows:

I. Interim Rent prior to commencement of Base Rent

Interim Rent shall occur prior to the commencement of Base Rent. Interim Rent shall commence on the date of execution of the Definitive Agreement ("*Execution Date*"). During the period from the date of execution of the Definitive Agreement to the date of commencement of meaningful and material construction activities (including w/out limitation, environmental remediation), as evidenced by the receipt of permits (Land Development and Building Permit), Interim Rent payments shall equal \_\_\_% of Initial Base Rent commencing twelve months after Execution Date and increasing by \_\_\_% of Initial Base Rent on each \_\_\_\_\_ (\_\_\_) month anniversary of such Interim Rent start date. Interim Rent payments shall cease upon commencement of Base Rent as described below. Interim Rent shall be paid quarterly in advance.

II. Base Rent

Base Rent shall commence upon the issuance of certificate of occupancy for any Project Improvements, but in no event later than \_\_\_\_\_ calendar months after execution of the Definitive Agreement. Initial annual Base Rent shall equal \_\_\_% of the appraised value of the Property and shall be paid quarterly in advance. Base Rent shall increase every year at the lesser of (a) the change in the Consumer Price Index ("*CPI*") or (b) 2.0% per annum. Base Rent shall be increased or decreased as determined by an independent appraisal of the underlying land on the \_\_\_\_\_ (\_\_\_\_<sup>th</sup>), \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) and \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) lease years.

III. Capital Event Participation Rent – 10%

Capital Event Participation Rent means ten (10%) of the amount actually received by Developer from a Capital Event (i.e., sale to an unrelated third party or refinancing of such Project Improvements), after (a) return to Developer of all cash invested by Developer as verified and confirmed by audited financial statements (which Developer shall make available to MARTA for review), (b) payment of required amounts to Developer's equity investors, as disclosed to MARTA prior to execution of the applicable arm's length equity agreement or amendments thereto with unrelated third parties, and arm's length lenders. Capital event participation expires after the first arm's length sale to an unrelated third party, excluding foreclosures or a transfer in lieu of foreclosure. Upon payment of Participation Rent upon a sale/transfer of the

Air Rights Lease or Ground Lease, Developer shall be released from the requirement to pay additional Participation Rent.

**6. Good Faith Deposit:**

MARTA shall not execute this Term Sheet unless and until Developer (or its designated Developer) deposits with MARTA wired federal funds (or other immediately available funds) in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as a good faith deposit to be held by MARTA during negotiations of the Definitive Agreement (such good faith deposit and any interest accrued thereon, should MARTA choose in its sole discretion to hold the good faith deposit in an interest-bearing account, shall be referred to hereinafter as the "*Deposit*"). Upon execution of the Definitive Agreement by the parties: (a) MARTA shall retain, as reimbursement for MARTA's expenses in negotiating the Definitive Agreement and not as a penalty, a portion of the Deposit equal to the total amount of out-of-pocket fees and expenses incurred by MARTA (including, but not limited to, fees and expenses charged by attorneys and other legal personnel and by business and financial consultants, and MARTA staff salaries and overhead expenses) in negotiating the Definitive Agreement (collectively, "*MARTA's Transactional Costs*") and any amounts otherwise due and payable from Developer to MARTA; and (b) MARTA shall return to Developer any portion of the Deposit remaining after the amounts described in Subsection 6(a) are subtracted from the Deposit. Upon retention/disbursement of the Deposit in accordance with this Section 6, Developer shall have no recourse against MARTA, except as may be provided under the Definitive Agreement. This Section 6 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

**7. Termination by MARTA:**

MARTA may void this Term Sheet and terminate the negotiations relating to this Term Sheet in the event that: (a) by the 150<sup>th</sup> calendar day after execution of this Term Sheet, the parties have not firmly agreed (as indicated in a letter or other writing executed by each party) on the issues of rent, size of Project Improvements and completion date; (b) the parties hereto do not execute the Definitive Agreement by the 270<sup>th</sup> calendar day after execution of this Term Sheet (the "*Closing Date*"); or (c) MARTA notifies Developer in writing that the negotiations for an executed Definitive Agreement are not progressing in a manner reasonably calculated, in MARTA's judgment, to arrive at a Definitive Agreement by the Closing Date; provided, however, that prior to any such termination by MARTA pursuant to this Section 7(c), MARTA shall provide Developer, fifteen (15) days prior to the exercise of such termination right, written notice specifying the relevant unresolved issues. Upon any termination pursuant to this Section 7, or upon termination by Developer pursuant to Section 9(b) below, MARTA shall return the full Deposit to Developer. Upon disbursement of the Deposit and expense reimbursement in accordance with this Section 7 (if any), MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction. This Section 7 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

#### 8. Termination by Developer:

If Developer terminates the negotiations for the Definitive Agreement by written notice to MARTA other than pursuant to and in accordance with Section 9(b) hereof, MARTA shall retain 100% of the Deposit as compensation for MARTA's time and expenses in negotiating the Definitive Agreement, for MARTA's transactional costs, and for MARTA's forgoing the opportunity to market the Property to other developers, and not as a penalty. Upon retention of the Deposit in accordance with this Section 8, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction. This Section 8 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

#### 9. Inspection Period:

(a) Provided that MARTA and Developer have entered into a mutually acceptable Confidentiality and Access Agreement, Developer shall have until the 120<sup>th</sup> calendar day after execution of this Term Sheet (the "*Inspection Period*") to continue to conduct testing and obtain reports relating to the Property (such reports to include title, survey, environmental and engineering reports). Should the results of any such reports (other than title or survey, which are addressed separately in Section 9(b) below) obtained by Developer during the Inspection Period be unacceptable to Developer with respect to any circumstance or condition, Developer may give MARTA written notice, prior to expiration of the Inspection Period, that Developer will not execute a Definitive Agreement; and upon receipt of such notice: (i) MARTA shall retain a portion of the Deposit equal to MARTA's Transactional Costs and any amounts otherwise due and payable from Developer to MARTA, as reimbursement for MARTA's time and expenses in negotiating the Definitive Agreement and not as a penalty; and (ii) MARTA shall return to Developer any portion of the Deposit remaining after subtracting the amounts described in Subsection (9)(a)(i). Upon retention/disbursement of the Deposit in accordance with this Section 9, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction, except pursuant to the Confidentiality and Access Agreement. In the event of a conflict between the Confidentiality and Access Agreement and this Section 9, the Confidentiality and Access Agreement shall control. The provisions of Sections 6, 7, 8 and 9 for termination of recourse upon disbursement of the Deposit shall neither abrogate nor otherwise affect the parties' obligations under the Confidentiality and Access Agreement.

(b) The parties hereto acknowledge and agree that MARTA provided a copy of MARTA's existing title policy to Developer on or before [\_\_\_\_\_, 2017]. In the event that title or survey defects prevent a title company from actually insuring title or eliminate the availability of financing, then Developer may terminate negotiations for a Definitive Agreement and MARTA shall return the full Deposit to Developer and reimburse Developer as required by Section 7 hereof. Upon such return of the Deposit, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction.

(c) This Section 9 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

#### 10. Proposed Use:

Developer shall construct the Project Improvements in a manner reasonably consistent with the description set forth on **Attachment A**, together with other accessory facilities serving the foregoing improvements. If applicable, the Project Improvements will include at least twenty percent (20%) of the total housing units constructed set aside as “affordable” housing, meaning restricted to households with an annual income of no more than 80% of the area median income for the Atlanta-Sandy Springs-Marietta Metropolitan Statistical Area as established annually by the U.S. Department of Housing and Urban Development or other mutually agreed upon definition of affordable housing as defined in the Definitive Agreement. All Project Improvements must be developed substantially in accordance with the Proposal submitted by Developer in response to the Request for Proposals for the development of the Property.

#### 11. Required Commencement of Construction:

In the event that meaningful and material construction activities (including any necessary Brownfield remediation), as evidenced by the receipt of permits (Land Development and Building Permit), consistent with the terms of the Definitive Agreement has not commenced, or is not being diligently prosecuted, by the second anniversary of the date of execution of the Definitive Agreement (the “Recapture Date”) MARTA shall be entitled to terminate the Definitive Agreement at any time. In the event of such termination: (a) Developer shall have no recourse against MARTA; and (b) MARTA shall be entitled to require Developer to restore the Property either to the condition it was in at the time of Definitive Agreement execution or to a graded “construction ready” site, at MARTA’s option. Any Recapture Date may be extended by mutual agreement of the parties.

#### 12. Substantial Completion:

Developer shall cause the Project Improvements to be substantially complete (subject to force majeure for a reasonable period) on or before the date that is \_\_ months after the Recapture Date (each, a “**Required Substantial Completion Date**”). In the event that Developer has not substantially completed the Project Improvements on or before the Required Substantial Completion Date, then MARTA shall be entitled, after written notice and a reasonable amount of time (not less than 90 days) to cure, and subject to rights of mortgagees as set forth in the Air Rights Lease and Ground Lease, to terminate the Definitive Agreement, in which event all right, title and interest of Developer in the Property automatically, and without further act or documentation, shall revert to MARTA. In the event of such termination: (a) Developer shall have no recourse against MARTA; and (b) MARTA shall be entitled to require Developer to restore the Property either to the condition it was in at the time of Definitive Agreement execution or to a graded “construction ready” site, at MARTA’s option. The Required Substantial Completion Date may be extended by mutual agreement of the parties.

#### 13. Rezoning Approvals:

Developer shall be responsible for pursuing any rezoning, variances, special use permits, zoning modifications, site plan approvals or other approvals necessary for construction or similar actions relating to the Property (collectively, “**Rezoning**”) required to allow the development of the Project Improvements. Developer shall fund any and all costs of the



Rezoning. Developer shall diligently pursue any necessary Rezoning. All Rezoning applications, any amendments thereto, and any Rezoning actions must be pre-approved by MARTA and must be submitted to MARTA and its counsel at least ten (10) business days prior to the required or anticipated submittal to governmental authorities. MARTA shall review and respond to such submissions within five (5) business days after MARTA's receipt of such submissions. Developer also shall be responsible for, and shall diligently and expeditiously pursue, all necessary permits and approvals, including, without limitation, land disturbance permits, building permits, and state-mandated soil and erosion control measures; all of the costs of the foregoing permits and approvals shall be funded by Developer. Prior to commencing any construction, Developer will represent and warrant to MARTA that the Property has been properly zoned and otherwise entitled for its intended purposes. MARTA agrees to cooperate, at no expense to MARTA, with all reasonable rezoning and other entitlement requests required to undertake the proposed plan.

**14. Debt and Equity Strategy:**

Developer will procure the construction and permanent debt financing and any and all equity financing necessary for the Project Improvements. Developer shall have the right to pledge or otherwise grant security interests in its interest in the Property and Project Improvements as collateral for one or more loans, subject to the terms and conditions of the applicable Air Rights Lease or Ground Lease. MARTA shall, promptly upon request, execute and deliver consents reasonably requested consenting to same, subject to the terms and conditions of the applicable Air Rights Lease or Ground Lease.

**15. Pre-Construction Expenses:**

Any out-of-pocket costs associated with the development of the Property prior to the execution of the Definitive Agreement shall be paid for by Developer.

**16. Infrastructure:**

All off-site and infrastructure contributions required by any governmental authority or adjoining property owner or other third party in order for Developer to commence development on the Property are the sole responsibility of the Developer. Notwithstanding anything to the contrary contained herein, the project shall not be contingent upon Developer obtaining public funding.

**17. Property Taxes:**

To the extent accruing subsequent to the execution of the Definitive Agreement, Developer shall bear any and all real and personal property taxes attributable to the Property, to any and all improvements on the Property, and to any and all furniture, fixtures and equipment thereon, as well as any and all taxes attributable to any interest in any of the foregoing. MARTA shall promptly provide Developer with copies of all tax bills applicable to the Property and/or Project Improvements and received by MARTA with respect to any period after execution of the Definitive Agreement. Provided that no defaults exist under the Definitive Agreement, MARTA shall reasonably cooperate, at no expense to MARTA, with any appeals to any taxation of the Property or Project Improvements brought by Developer.



## 18. Approval Rights:

Except for sales, transfers or assignments to a Pre-Approved Entity (as defined herein) which shall not require any consent from MARTA, Developer may not sell, assign, lease or otherwise transfer the Air Rights Lease, Ground Lease or any interest therein or thereunder, without MARTA's prior written approval, which shall be withheld or granted in MARTA's reasonable discretion. MARTA and Developer shall agree on criteria for MARTA's reasonable discretion in the Definitive Agreement. MARTA shall provide notice of any such approval or disapproval within thirty (30) days after receipt of Developer's written request therefor, and in the event that MARTA fails to provide notice of approval of such request, such request shall be deemed approved. Notwithstanding the foregoing, Developer may not make any such sale, assignment or sublease to: (a) entities that have been disbarred or disqualified from performing work for governments; (b) entities purported to be a government of a foreign nation; (c) entities that have ever been convicted of a crime; (d) entities that would interfere with MARTA's powers under the MARTA Act, cause MARTA to be in violation of the MARTA Act, or cause MARTA not to be able to receive all possible funds from any governmental entity; (e) any entity that is competing with MARTA as a provider of mass transit services within the areas MARTA serves; and (f) any entities (other than a Pre-Approved Entity (as hereinafter defined)) that are reasonably deemed by MARTA to be not as creditworthy as the Developer, or otherwise financially unstable, to the extent that, in MARTA's reasonable determination, MARTA's ground rent payments, would be jeopardized by the proposed buyer, assignee, or sublessee as set forth in written notice of non-approval delivered within such thirty (30) day notice period, together with copies of all information relied upon by MARTA in making such determination of non-approval. For purposes of this Section 21, a "**Pre-Approved Entity**" shall mean the entities described in this section 21 (A), (B) or (C) below, Developer must give MARTA at least sixty (60) days' advance notice of a proposed transaction with a Pre-Approved Entity or such transfer will not be valid: A Pre-Approved Entity is either a (A) publicly-traded company (including, without limitation, publicly-traded REITs), (B) institutional investor (e.g., insurance companies, retirement or pension funds, hedge funds and mutual funds) or (C) party with a liquid net worth (not including equity required for the transaction) of at least \$25,000,000.00, provided that any such entity (or if such entity is a newly formed special purpose entity ("**SPE**") then the principals that actually hold the controlling beneficial interest of such entity) described in clauses (A), (B) or (C) hereof and have at least ten (10) years of commercial real estate operations experience or have contractually engaged a third party property management company with commercial real estate operations experience that is reasonably adequate and appropriate to properly manage and operate the Project Improvement.

## 19. Contractors:

Developer shall cause all of the Project Improvements to be constructed by one or more reputable contractors which have a performance record of successfully and timely constructing similar projects and which are eligible to cause all such construction to be covered by 100-percent performance and payment surety bonds with a nationally recognized corporate surety. MARTA shall determine, in MARTA's reasonable discretion, whether surety bonds shall be required in connection with the development of the Project Improvements. In the event they are required (or otherwise obtained), such bonds shall name MARTA as a co-obligee and Developer shall be the primary obligee.

Developer must cause compliance with all requirements of the Illegal Immigration Reform and Enforcement Act, O.C.G.A. § 13-10-90, et seq. ("*E-Verify*") and the Systematic Alien Verification for Entitlements Act, O.C.G.A. § 50-36-1 ("*SAVE*"). Developer, and any contractor or subcontractor of Developer, shall provide MARTA with affidavits and any other necessary documentation to evidence compliance with the requirements of E-Verify and SAVE.

#### 20. Guarantors:

Prior to the commencement of construction of the Project Improvements, the full and timely (subject to force majeure for a reasonable period) and lien-free completion of construction of the Project Improvements shall be guaranteed (under a guarantee instrument in favor of and satisfactory to MARTA) by one or more parties satisfactory to MARTA. Prior to the commencement of meaningful construction activities, Developer shall also demonstrate to MARTA's reasonable satisfaction the availability of the full amount of funding necessary to complete each element of the Project Improvements.

#### 21. Design Approvals:

Concurrently with the execution of the Definitive Agreement, and as a condition thereof, Developer must obtain MARTA's approval of a site plan of the Project Improvements and related improvements to the Property to the extent then available (such as site layout, streetscape, plazas, sidewalks, safety and engineering issues and landscaping). MARTA's approvals are to ensure compliance with the TOD Guidelines and MARTA's need to maintain satisfactory continuing control of the property for federal purposes and shall be limited to these purposes. To the extent not available at the execution of the Definitive Agreement, Developer shall submit all such plans and specifications to MARTA following execution of the Definitive Agreement as soon as such plans are available, and MARTA shall coordinate its internal reviews and respond to such plans within fifteen (15) business days. Subsequent modifications to the design and engineering plans and specifications (i.e., site layout, streetscape, plazas, sidewalks, landscaping, safety and engineering issues) for the Project Improvements shall be subject to MARTA's reasonable prior approval, which shall not be unreasonably withheld or delayed, including whether the design of the Project Improvements are oriented in a manner to encourage the use of MARTA transit facilities by tenants, residents, customers and employees (as applicable) traveling to and from the Project Improvements. Notwithstanding anything to the contrary contained herein, Developer shall not need any approval from MARTA for any subsequent changes to the plans and specifications that do not, in the aggregate, increase or decrease the construction costs with respect to the Project Improvements by more than ten percent (10%). Should Developer desire to make such changes, then Developer shall submit all such plans and specifications to MARTA for its approval, said approval not to be unreasonably withheld, conditioned or delayed. If MARTA does not respond within fifteen (15) business days with written notice of noncompliance (with TOD Guidelines or CC&Rs, or specific deficiencies in such plans), such submittals shall be deemed approved. All construction on the Property shall be structurally sound, duly completed in a timely manner, and consistent with the terms hereof.

## **22. Future Costs:**

Developer will bear the prospective risk of incremental costs attributable to legal requirements enacted in the future because of the close involvement of the Project Improvements with MARTA.

## **23. Transit Operations:**

Neither the construction nor the operation of the Project Improvements shall interfere with MARTA's transit operations. Developer (and its space tenants and others holding any interest by, through or under Developer) shall release MARTA from any claims that MARTA operations upon real property owned or controlled by MARTA and not leased to or owned by Developer creates any taking or eminent domain-related damages with respect to the Property, except as to such claims arising from material changes in MARTA's future operations. In all events, Developer (and its space tenants and others holding any interest by, through or under Developer) shall release MARTA from any such liability attributable to the future use of 90-second headways or longer trains for transit operations, express rail service, increased bus service, the introduction of light rail operations, and maximizing the number of passengers utilizing transit facilities at the Transit Station or any other MARTA facility.

## **24. MARTA Systems:**

Developer acknowledges that it has had the opportunity to review as-built mechanical and electrical systems plans and specifications possessed by MARTA and showing locations of any and all of such systems on the Property. Developer hereby confirms that the locations and other attributes of such systems either (a) will not interfere with Developer's construction or operation of the Project Improvements or (b) subject to MARTA's approval thereof, will be relocated or rearranged, at no cost or expense to MARTA, in order to eliminate such interference.

## **25. Covenants, Conditions & Restrictions (CC&R) Compliance:**

Developer acknowledges that the construction and operation of the Project Improvements will be subject to CC&Rs applicable to the overall project at the Transit Station and other rules and regulations, which will most likely include architectural controls, use restrictions and similar items. Developer agrees to be bound by the CC&Rs and related rules and regulations, which shall be a part of the Definitive Agreement.

## **26. Common Area Maintenance (CAM) Participation:**

Developer understands that it is solely responsible for all common area maintenance costs at the Property, including but not limited to security.

## **27. Customary Covenants:**

Developer shall do the following throughout the term of the Air Rights Lease and Ground Lease: (a) to the extent permitted by applicable law, indemnify MARTA for any losses arising out of the construction or operation of the Project Improvements; (b) maintain insurance for the Project Improvements in types, coverage amounts and deductible amounts as required by the applicable provisions of the Definitive Agreement; (c) maintain and keep in good repair the Project Improvements as required by the applicable provisions of the Definitive Agreement;

(d) remove and discharge any and all liens or other encumbrances affecting the Property as required by the applicable provisions of the Definitive Agreement; and (e) comply with all laws, regulations, and government requirements as required by the applicable provisions of the Definitive Agreement.

## 28. Records and Reports:

The Definitive Agreement shall require that Developer maintain records and provide reports with respect to the Project Improvements in accordance with the following terms and conditions (all of which shall be kept confidential by MARTA to the extent permitted by federal, state and local laws, including, without limitation, the Georgia Open Records Act):

(a) Maintain, complete and accurate books and records with respect to the performance of the Project Improvements, including, without limitation, the status of construction, occupancy, leasing activity, and all forms of revenue and income with respect to the Project Improvements, including gross revenues and Adjusted Net Cash Flow, all costs and expenses, and investments (both equity and debt), all in accordance with generally accepted accounting principles and other sound accounting principles and procedures.

(b) Permit representatives of MARTA to inspect and examine and make abstracts from any of Developer's books and records at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, and financial and other conditions of Developer with Developer's independent certified public accountants and shall provide MARTA with such other financial information and reports related to the Project Improvements or Developer as MARTA may reasonably request.

(c) Provide a report to MARTA of the construction schedules (until 100% completion has been achieved) within thirty (30) calendar days after the close of each calendar quarter.

(d) Within thirty (30) calendar days after the close of each calendar quarter, provide a report to MARTA of the occupancy and leasing activity of the Project Improvements.

(e) Within forty-five (45) calendar days after the close of each calendar year, deliver to MARTA an unaudited financial report for Developer and the Project Improvements, prepared on a basis consistent with Developer's methods of accounting, including: (i) a balance sheet; (ii) a profit and loss statement; (iii) a schedule identifying the variances between actual and budgeted items; and (iv) such other matters as MARTA may reasonably request.

(f) Within one hundred twenty (120) calendar days after the end of each calendar year, deliver to MARTA audited financial statements for the Project Improvements, including a statement of profit and loss for such calendar year and a balance sheet as of the end of such calendar year, which financial statements shall be accompanied by an auditor's unqualified report. The reasonable cost of the annual audit shall be paid for by the submitting party.

[Signatures on following page]

SIGNATURE PAGE FOR TERM SHEET AND INTERIM AGREEMENT FOR TRANSIT-ORIENTED  
DEVELOPMENT AT ARTS CENTER STATION BETWEEN THE METROPOLITAN ATLANTA RAPID  
TRANSIT AUTHORITY AND \_\_\_\_\_

AGREED this \_\_\_\_ day of \_\_\_\_\_, 2017, by

**MARTA:**

Metropolitan Atlanta Rapid Transit Authority

By: \_\_\_\_\_

Printed Name:

Its: General Manager/CEO

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
MARTA's Chief of Corporate Law and Real Estate

**DEVELOPER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

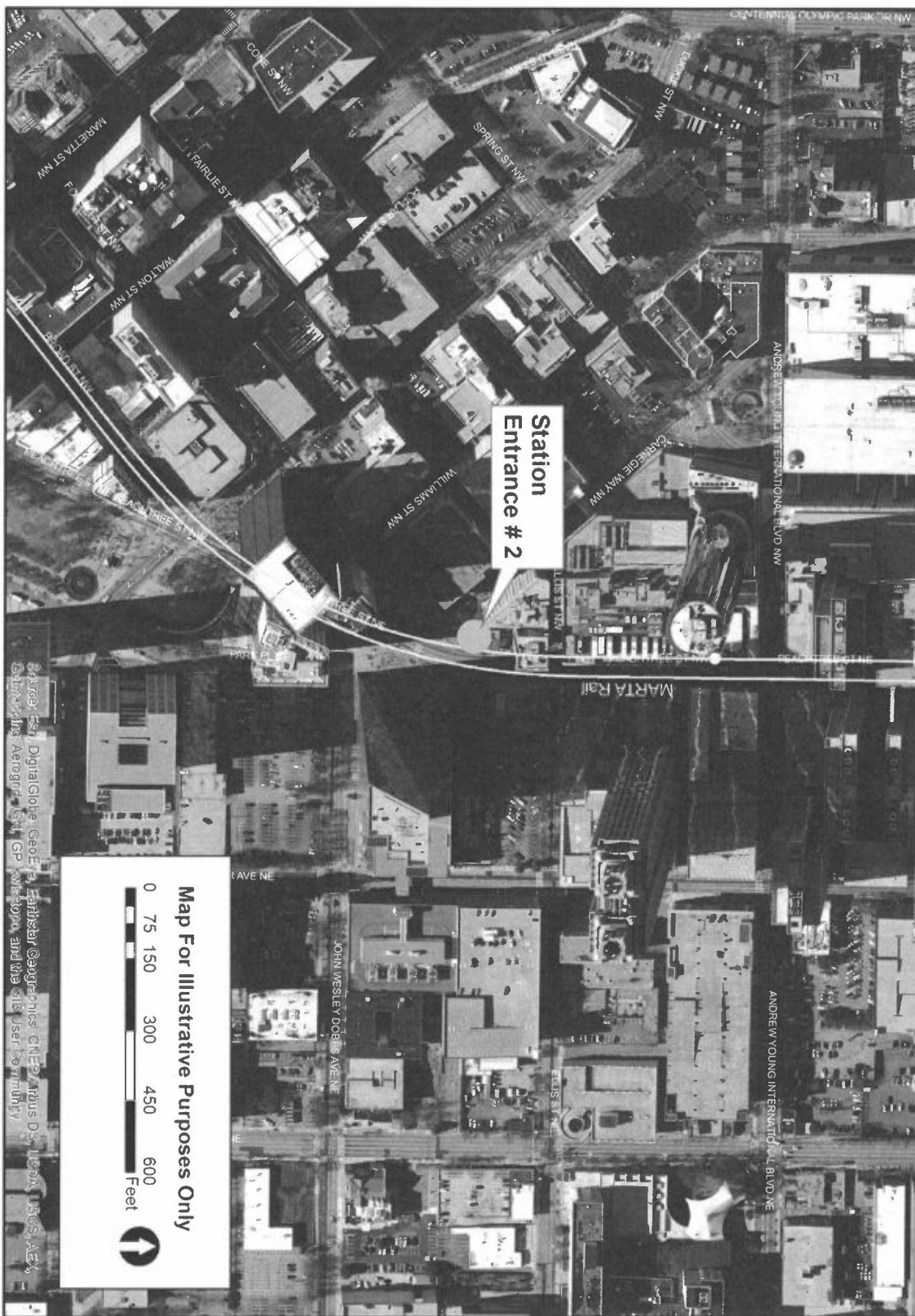
Its: \_\_\_\_\_

ATTACHMENT A

ARIEL PHOTO AND BOUNDARY SURVEY (Exhibit A)

See attached.

# Location Map MARTA Peachtree Center Station Entrance # 2



Legal Description  
Tract 1

All and singular that certain tract of land lying and being in Land Lot 78, 14th District, Fulton County Georgia, being more particularly described as follows:

COMMENCING at the intersection of the westerly right-of-way of Peachtree Street, having a variable right-of-way, and the southerly right-of-way of Ellis Street having a variable right-of-way,

THENCE continuing along the right-of-way of Peachtree Street, South 00°59'58" West, a distance of 78.27 feet to a point, said point being the POINT OF BEGINNING;

THENCE continuing along the right-of-way of Peachtree Street, South 00°59'58" West, a distance of 89.34 feet to a point;

THENCE along the right-of-way of Forsyth Street, South 52°08'04" West, a distance of 40.53 feet to a point;

THENCE along the right-of-way of Carnegie Way, North 42°08'16" West a distance of 80.87 feet to a point on the eastern side of a ten foot alley;

THENCE along said alley, North 02°35'08" East, a distance of 70.81 feet to a point;

THENCE leaving said alley, South 88°37'11" East, a distance of 71.28 feet to a point, said point being the POINT OF BEGINNING;

Said property having a lower vertical limit of the street grade at the site;

Containing 7027 square feet or 0.161 acres.

Legal Description  
Tract 2

All and singular that certain tract of land lying and being in Land Lot 78, 14th District, Fulton County Georgia, being more particularly described as follows:

COMMENCING at the intersection of the westerly right-of-way of Peachtree Street, having a variable right-of-way, and the southerly right-of-way of Ellis Street having a variable right-of-way,

THENCE continuing along the right-of-way of Peachtree Street, South 00°59'58" West, a distance of 83.27 feet to a point, said point being the POINT OF BEGINNING;

THENCE South 00°59'58" West, a distance of 15.00 feet to a point;

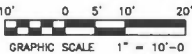
THENCE North 88°37'11" West, a distance of 71.28 feet to a point;

THENCE North 02°35'08" East a distance of 15.00 feet to a point;

THENCE South 88°37'20" East, a distance of 70.87 feet to a point, said point being the POINT OF BEGINNING;

Said property having a lower vertical limit of 1098.0 feet, North American Vertical Datum of 1988.

Containing 1086 square feet or 0.024 acres.



PEACHTREE CENTER STATION  
ENTRANCE 2

FORSYTH STREET

CARNEGIE WAY

10' ALLEY

N2°35'08"E 70.81'

15.00'

N463  
TRACT 1  
7027 SQ. FT.  
OR 0.161 ACRES  
LVL = STREET  
GRADE

S88°37'11"E 71.28'

TRACT 2  
1086 SQ. FT.  
OR 0.024 ACRES  
LVL = 1098.0'

S88°37'20"E 70.87'

N466  
P.S.E

ELLIS STREET

S0°59'56"W 89.34'

15.00'

N0°59'56"E 63.27'

PEACHTREE STREET

P.O.B. TRACT 2  
N: 1367141.5680  
E: 2229394.9680

P.O.C.  
N: 1367204.8240  
E: 2229396.0710

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SET FORTH IN THE GEORGIA O.C.G.A. 15-6-87. AUTHORITY O.C.G.A. SECS. 15-6-87, 43-15-4, 43-15-8, 43-15-19, AND 43-15-22.

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, UNDER THE FEDERAL TRANSIT ACT, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DODGE COUNTIES OF THE STATE OF GEORGIA.

REV.	DATE	BY	SUB.	APP.	DESCRIPTION

DESIGNED	P. SOTAK
DRAWN	D. MERCHANT
CHECKED	P. SOTAK
IN CHARGE	A. MOHAJER
DAT.	DAY MONTH YR

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

**marta.**

SUBMITTED

APPROVED

TYPE OF SURVEY  
PEACHTREE CENTER  
ENTRANCE 2

LAND LOTS ### AND ### ##TH DISTRICT  
CITY OF ATLANTA, ##### COUNTY, GEORGIA

SCALE  
1" = 10'

CONTINUED PROPOSAL NUMBER	#####
DRAWING NO.	#####
REV.	0
PAGE NO.	1



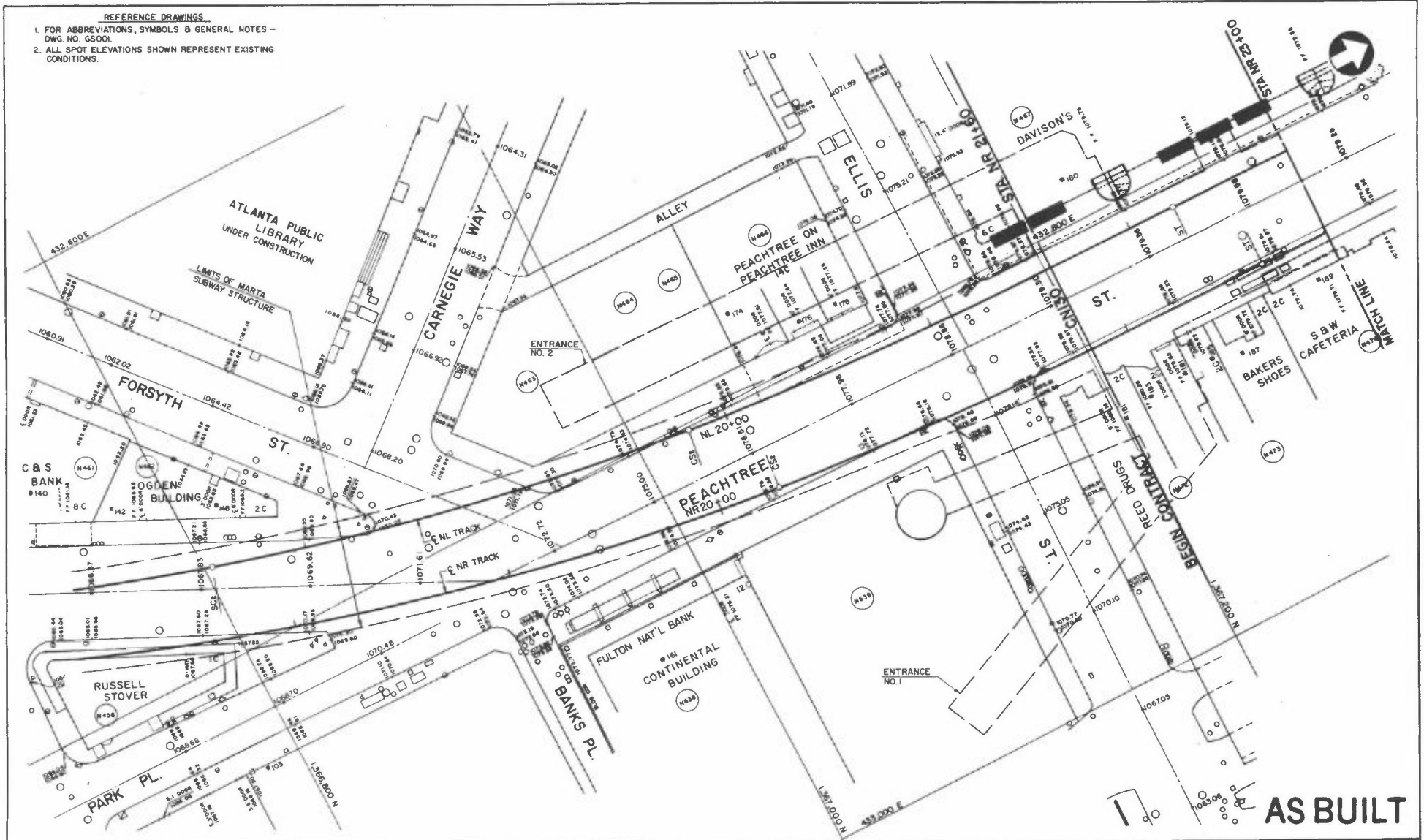
ATTACHMENT B

AS BUILT DRAWINGS AND MARTA DESIGN CRITERIA

See attached.

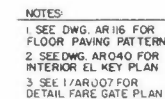
# REFERENCE DRAWINGS

1. FOR ABBREVIATIONS, SYMBOLS & GENERAL NOTES - DWG. NO. GS001.
2. ALL SPOT ELEVATIONS SHOWN REPRESENT EXISTING CONDITIONS.

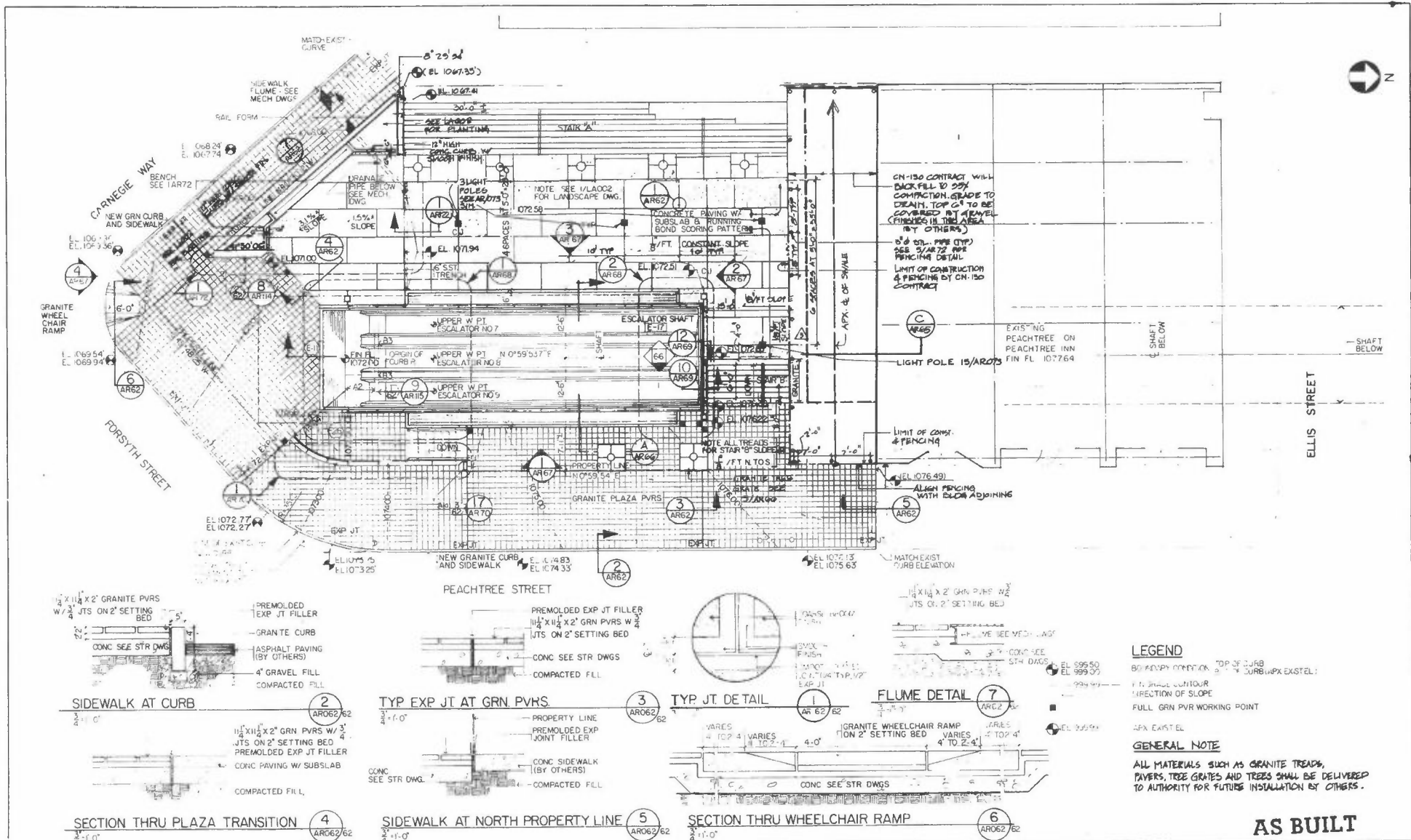


AS BUILT

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U. S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.				DESIGNED BY: <i>A. Nolting</i> DRAWN BY: <i>R.W. Elia</i> CHECKED BY: <i>R.W. Elia</i> DATE: 8 FEB 80		METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY PARSONS BRINCKERHOFF/TUDOR GENERAL ENGINEERING CONSULTANTS SUBMITTED: <i>John E. Bland</i> APPROVED: <i>B. Brumfield</i>		NORTH LINE EXISTING CONDITIONS PLAN STA. NR 21+60 TO STA. NR 23+00		SCALE: 1" = 20' CONTRACT NUMBER: CN130 SHEET NO. 1 OF 1 GP006 0 7	
REV.	DATE	BY	SUB. APP.	DESCRIPTION	REV.	DATE	BY	SUB. APP.	DESCRIPTION		

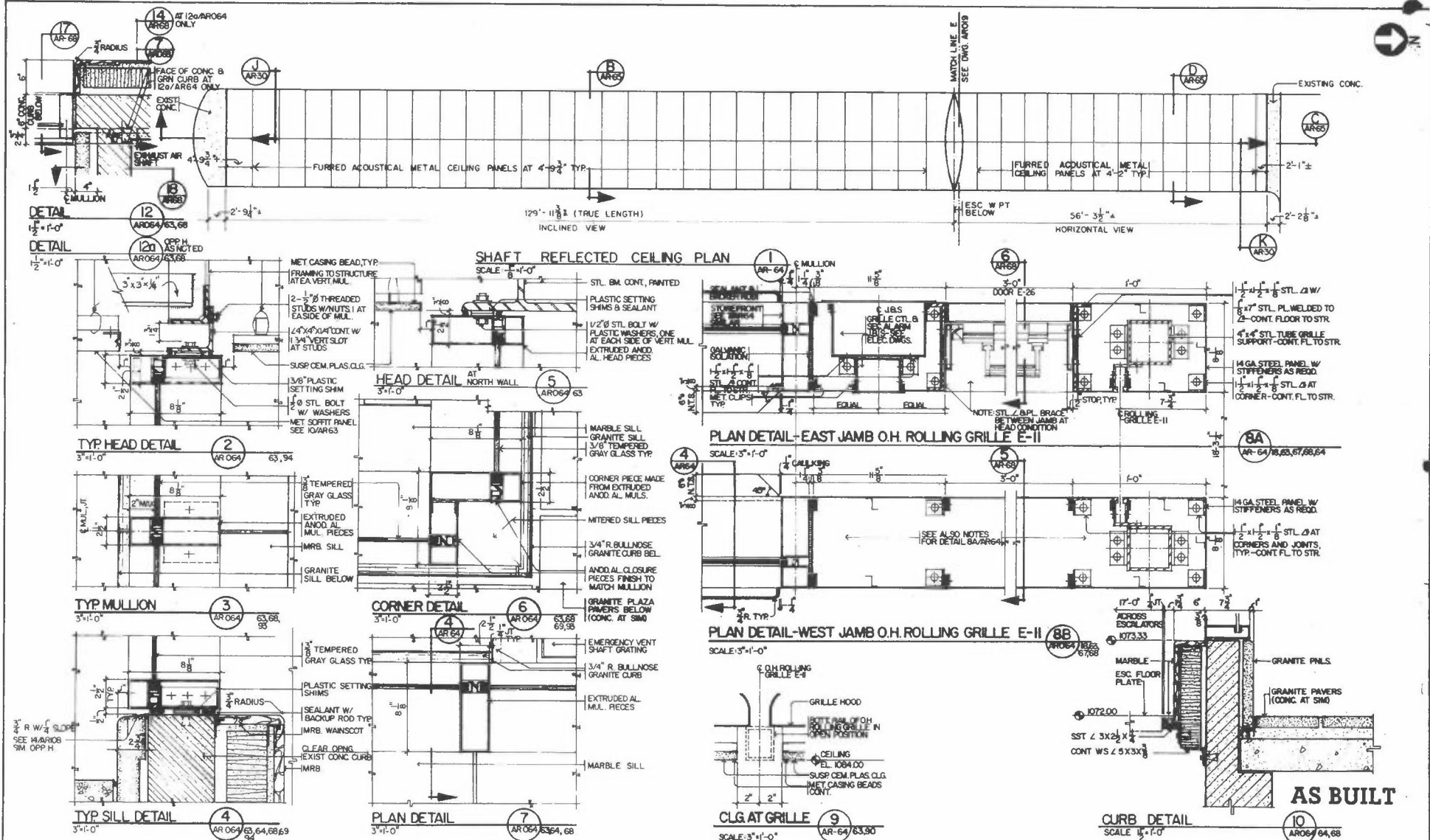


SCALE		
$\frac{1}{8}'' = 1'-0''$		
CONTRACT NUMBER		
CN 130		
DRAWING NO.	REV.	PAGE NO.
AR006	1	59



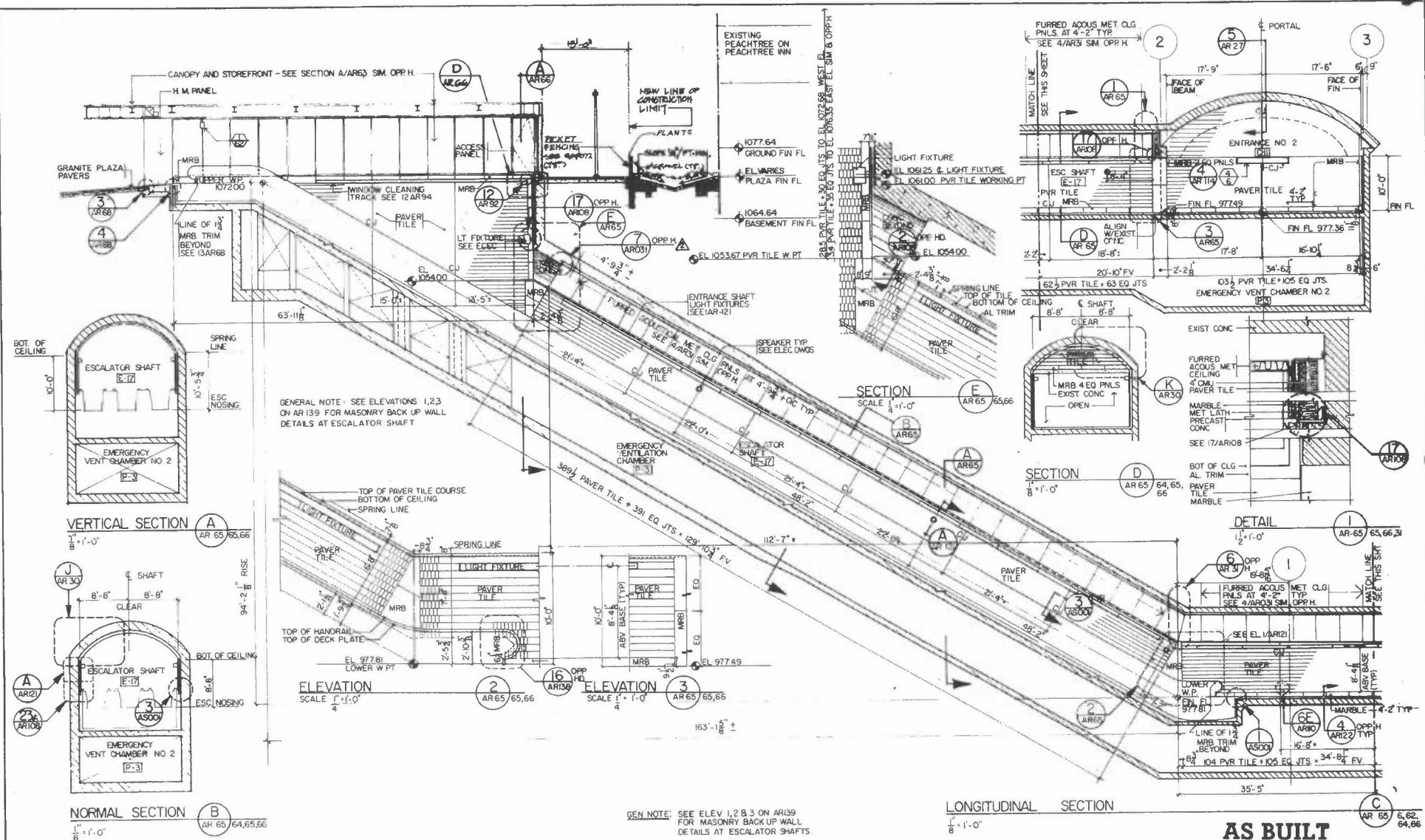
<div>REVISIONS</div> <table><tr><th>NO.</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td>1</td><td>08-04-80</td><td>AS BUILT</td><td>ESTABLISHED NEW LIMIT OF CONSTRUCTION</td></tr><tr><td>2</td><td>08-08-80</td><td>AS BUILT</td><td>REMOVED EXISTING LANDSCAPE</td></tr><tr><td>3</td><td>08-08-80</td><td>AS BUILT</td><td>REMOVED EXISTING LANDSCAPE</td></tr><tr><td>4</td><td>08-08-80</td><td>AS BUILT</td><td>REMOVED EXISTING LANDSCAPE</td></tr><tr><td>5</td><td>08-08-80</td><td>AS BUILT</td><td>ADDED GRN PLAZA PVR'S &amp; DETS</td></tr><tr><td>6</td><td>08-08-80</td><td>AS BUILT</td><td>ADDED GRN PLAZA PVR'S &amp; DETS</td></tr><tr><td>7</td><td>08-08-80</td><td>AS BUILT</td><td>ADDED GRN PLAZA PVR'S &amp; DETS</td></tr><tr><td>8</td><td>08-08-80</td><td>AS BUILT</td><td>ADDED GRN PLAZA PVR'S &amp; DETS</td></tr></table>				NO.	DATE	BY	DESCRIPTION	1	08-04-80	AS BUILT	ESTABLISHED NEW LIMIT OF CONSTRUCTION	2	08-08-80	AS BUILT	REMOVED EXISTING LANDSCAPE	3	08-08-80	AS BUILT	REMOVED EXISTING LANDSCAPE	4	08-08-80	AS BUILT	REMOVED EXISTING LANDSCAPE	5	08-08-80	AS BUILT	ADDED GRN PLAZA PVR'S & DETS	6	08-08-80	AS BUILT	ADDED GRN PLAZA PVR'S & DETS	7	08-08-80	AS BUILT	ADDED GRN PLAZA PVR'S & DETS	8	08-08-80	AS BUILT	ADDED GRN PLAZA PVR'S & DETS	<div>THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A LOAN FROM THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964 AS AMENDED AND IN PART BY THE TRAIL OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA</div> <div>DESIGNED BY: JAMES W. WELLS</div> <div>DRAWN BY: JAMES W. WELLS</div> <div>CHECKED BY: JAMES W. WELLS</div> <div>IN CHARGE BY: JAMES W. WELLS</div> <div>DATE: 7 JUL 80</div>		<div>METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY</div> <div>JAMES W. WELLS &amp; WELLS ARCHITECTS</div> <div>PARSONS, BRINCKERHOFF, QUADE AND DOUGLAS, INC. / TUDOR ENGINEERING COMPANY / JENKINS ENGINEERING CONSULTANTS</div>		<div>NORTH LINE</div> <div>PEACHTREE CENTER STATION</div> <div>ENTRANCE NO 2</div> <div>STREET LEVEL PLAN</div>		<div>SCALE: 1" = 10' AS NOTED</div> <div>CONTRACT NUMBER: CN 130</div> <div>DRAWING NO: AR 062</div> <div>REV: 5</div> <div>PAGE NO: 112</div>	
NO.	DATE	BY	DESCRIPTION																																												
1	08-04-80	AS BUILT	ESTABLISHED NEW LIMIT OF CONSTRUCTION																																												
2	08-08-80	AS BUILT	REMOVED EXISTING LANDSCAPE																																												
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<p>THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AND IN PART BY THE TOWN OF THE CITIES OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.</p> <p>DESIGNED BY <i>[Signature]</i> CHECKED BY <i>[Signature]</i> IN CHARGE <i>[Signature]</i> DATE 7 JUL 80</p>	<p>AS BUILT ADDED DET, DIM &amp; GRN PLAZA PYRS</p>	<p>DESIGNED BY <i>[Signature]</i> CHECKED BY <i>[Signature]</i> IN CHARGE <i>[Signature]</i> DATE 7 JUL 80</p>	<p><b>METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY</b></p> <p>TOOMBS, AMESANO &amp; WELLS ARCHITECTS</p> <p>PARRSON, BRICKERHOFF, GUARD AND DOUGLAS, INC. TUDOR ENGINEERING COMPANY GENERAL ENGINEERING CONSULTANTS</p>	<p><b>NORTH LINE PEACHTREE CENTER STATION ENTRANCE NO. 2 REFLECTED CEILING PLAN AND DETAILS</b></p> <p>SCALE AS NOTED</p> <p>CONTRACT NUMBER CN 130</p> <p>DRAWING NO. REV. PAGE NO. AR064 2 114</p>
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<b>REVISIONS</b> 1. AS BUILT 2. ESTABLISHED NEW LIMIT OF CONSTRUCTION 3. REV. KEYING DIM & ADD. PLAZA GRN PAV 4. REV. KEYING DIM & ADD. PLAZA GRN PAV				<b>DESIGN</b> 1. DESIGNED 2. DRAWN 3. CHECKED 4. IN CHARGE				<b>DATE</b> 1. 7 JUL 80 2. 7 JUL 80 3. 7 JUL 80 4. 7 JUL 80				<b>APPROVED</b> 1. APPROVED 2. APPROVED 3. APPROVED 4. APPROVED				<b>DATE</b> 1. 7 JUL 80 2. 7 JUL 80 3. 7 JUL 80 4. 7 JUL 80			
<b>REVISIONS</b> 1. AS BUILT 2. ESTABLISHED NEW LIMIT OF CONSTRUCTION 3. REV. KEYING DIM & ADD. PLAZA GRN PAV 4. REV. KEYING DIM & ADD. PLAZA GRN PAV				<b>DESIGN</b> 1. DESIGNED 2. DRAWN 3. CHECKED 4. IN CHARGE				<b>DATE</b> 1. 7 JUL 80 2. 7 JUL 80 3. 7 JUL 80 4. 7 JUL 80				<b>APPROVED</b> 1. APPROVED 2. APPROVED 3. APPROVED 4. APPROVED				<b>DATE</b> 1. 7 JUL 80 2. 7 JUL 80 3. 7 JUL 80 4. 7 JUL 80			

# METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

TOOMBS, AMESANO & WELLS

PARSONS, BRINCKERHOFF, QUADE AND DOUGLAS, INC. / TUDOR ENGINEERING COMPANY

NORTH LINE  
PEACHTREE CENTER STATION  
ENTRANCE NO. 2  
SECTIONS

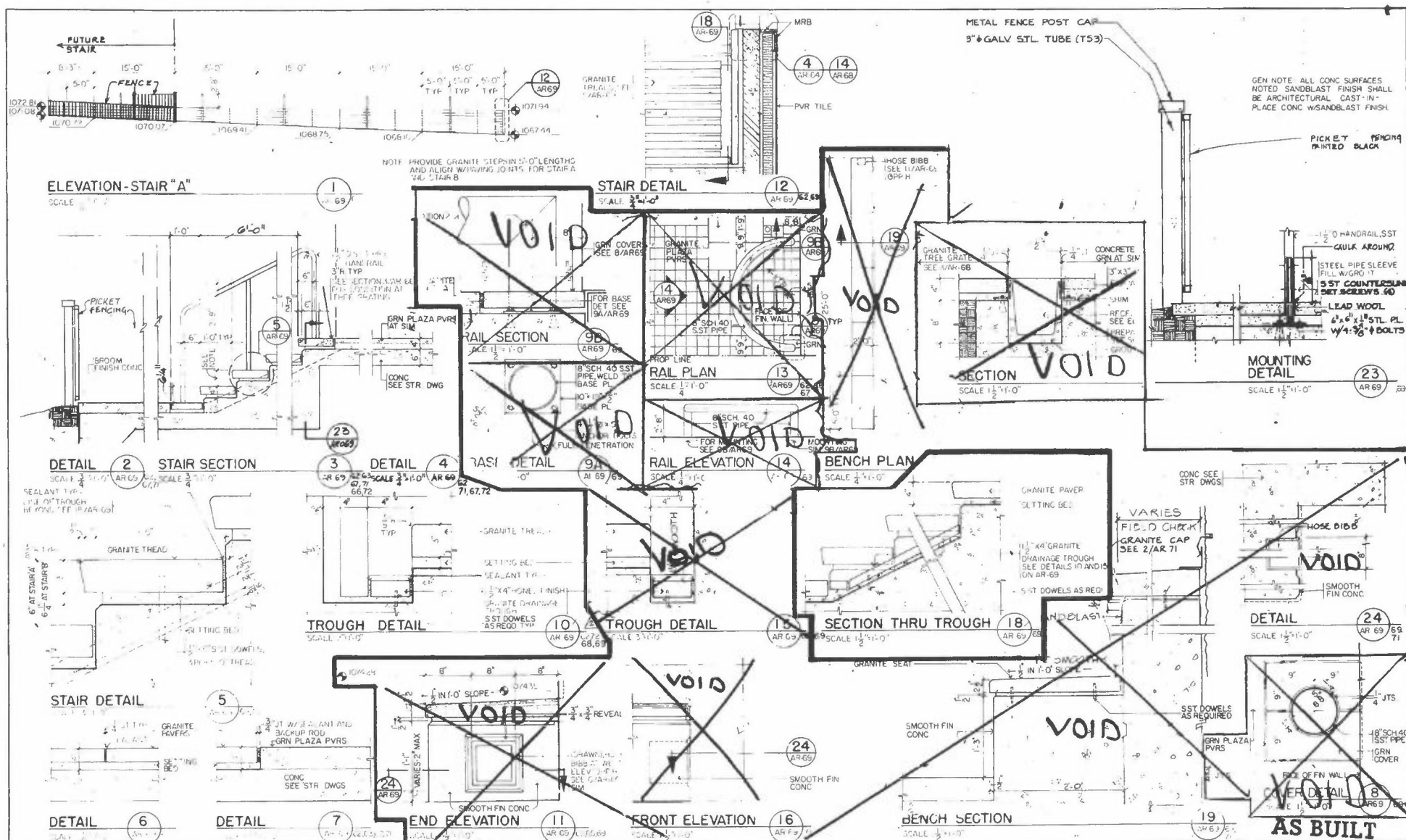
SCALE  
AS NOTED  
CONTRACT NUMBER  
CN 130  
DRAWING NO. REV. 1  
AR 065 4 15

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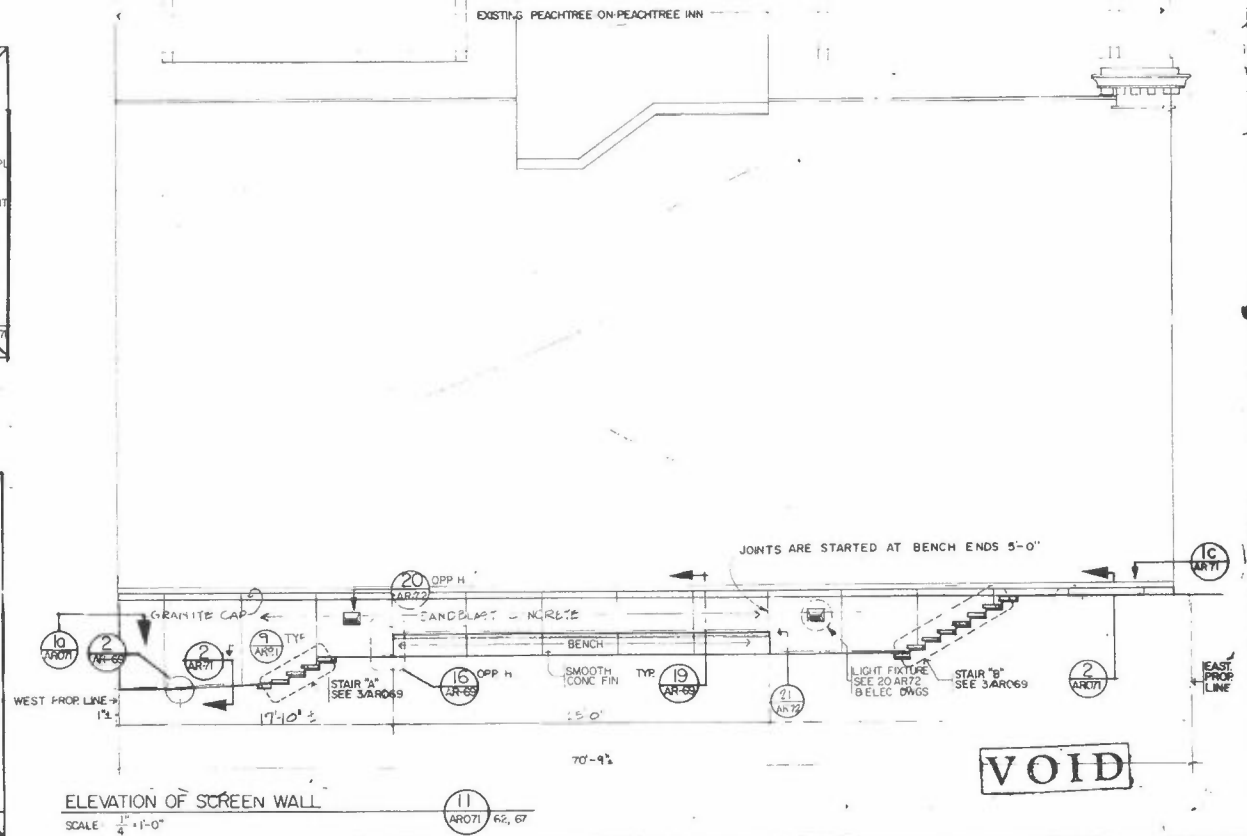
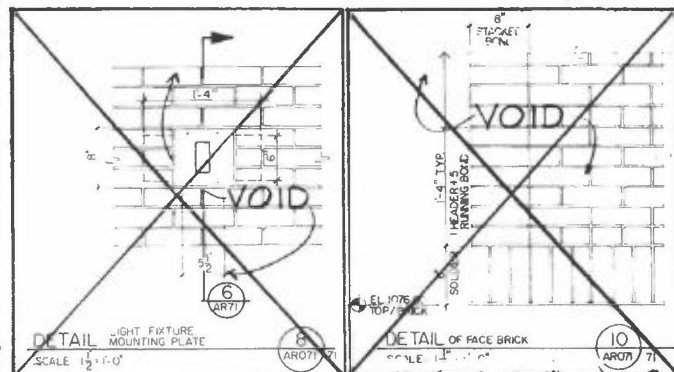
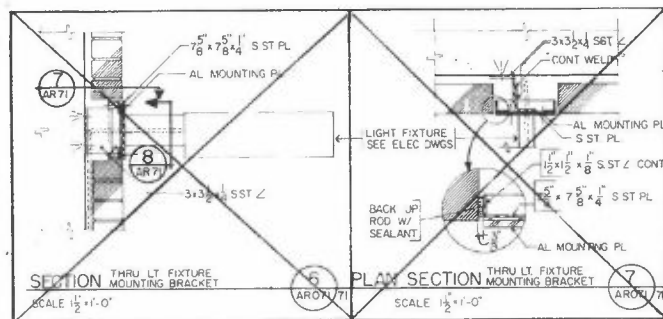
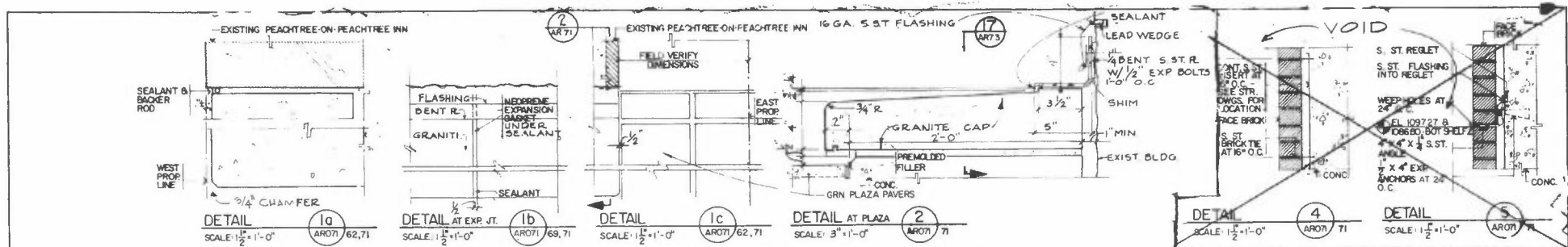
										THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U. S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.										DESIGNED BY <i>A.S. Jolly</i> DRAWN BY <i>A.S. Jolly</i> CHECKED BY <i>A.S. Jolly</i> IN CHARGE <i>A.S. Jolly</i> DATE 7 JUL 80										METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY										NORTH LINE PEACHTREE CENTER STATION ENTRANCE NO 2 EXTERIOR ELEVATIONS										SCALE 1/8" = 1'-0" CONTRACT NUMBER CN130 DRAWING NO. AP067 REV 4 PAGE NO. 117									
																				10-82 <i>AK</i> DELAYED BRICK WALL, RAIL & REV LIGHTS										TOOMBS, AMISANO & WELLS ARCHITECTS										PARSONS BRINCKERHOFF/TUDOR GENERAL ENGINEERING CONSULTANTS																			
										8-8-80 <i>AK</i> ADDED GRN PLAZA PVRS										SUBMITTED BY <i>Paul Amisano</i>										APPROVED <i>Paul Amisano</i>																													
REV	DATE	BY	SUB APP.	DESCRIPTION						REV	DATE	BY	SUB APP.	DESCRIPTION						DATE	DATE	DATE	DATE																																				





THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A LOAN FROM THE U. S. DEPARTMENT OF TRANSPORTATION URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED AND IN PART BY THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.										METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY										NORTH LINE										SCALE AS NOTED	
DESIGNED BY <i>W. A. R. R.</i> DRAWN BY <i>W. A. R. R.</i> CHECKED BY <i>W. A. R. R.</i> IN CHARGE BY <i>W. A. R. R.</i> DATE <i>7 JUL 80</i>										TOOMBS, AMISANO & WELLS ARCHITECTS										PARSONS, BRINCKERHOFF, QUADE AND DOUGLAS, INC. / TUODOR ENGINEERING COMPANY GENERAL ENGINEERING CONSULTANTS										CONTRACT NUMBER <b>CN 130</b>	
AS BUILT										PEACHTREE CENTER STATION										DRAWING NO. AR 069											
REVISED DETAILS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 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2178, 2179, 2180, 2181, 2182,																															





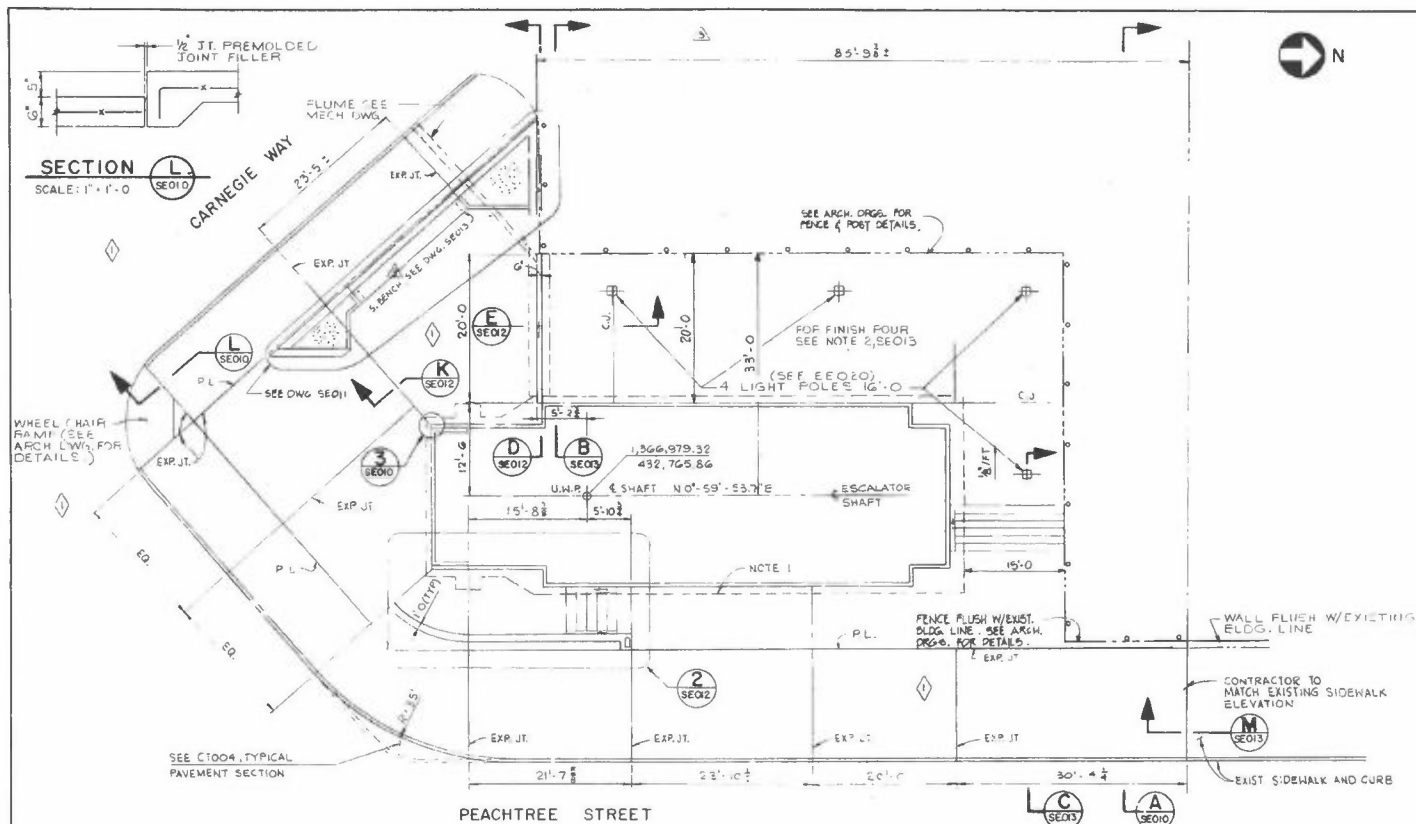
<p>THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART BY THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY. THE REMAINING PART FROM THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964 AS AMENDED AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.</p>										<p>DATE TESTED 7/2/80 DRAWN 7/2/80</p>		<p>METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY</p>										<p>NORTH LINE PEACHTREE CENTER STATION ENTRANCE NO. 12 SCREEN WALL DETAILS</p>										<p>SCALE AS NOTED</p>	
<p>DESIGN: TYP. DELETED</p>										<p>CHECKED 7/2/80 IN CHARGE 7/2/80 DATE 7 JUL 80</p>		<p>TOOMBS, AMISANO &amp; WELLS ARCHITECTS</p>										<p>PARSONS, BRINCKERHOFF, QUADE AND DOUGLAS, INC. / TUDDOR ENGINEERING COMPANY GENERAL ENGINEERING CONSULTANTS</p>										<p>CONTRACT NUMBER CN 130</p>	
<p>1-8-80 8-8-80</p>										<p>ADDED NOTES</p>		<p>SUBMITTED</p>										<p>APPROVED [Signature]</p>										<p>DRAWING NO. REV. PAGE NO. AR 071 2 121</p>	

DELETED



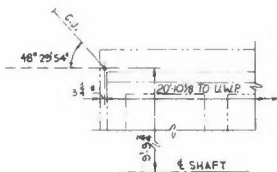






# NOTES:

- 1.) CONCRETE STRUCTURE OF THE ESCALATOR SHAFT HAS BEEN BUILT UNDER PREVIOUS CONTRACT.
- 2.) SEE G.S.O.P. FOR GRANITE CURB DETAILS.
- 3.) SEE ELECTRICAL DRAWINGS FOR EMBEDDED ITEMS & CONDUITS.



**DETAIL 3**  
SCALE: 1" = 1'-0"  
SECTION 010

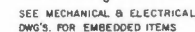
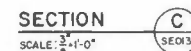
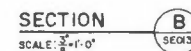
**AS-BUILT**

				THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.				DESIGNED BY <i>[Signature]</i>				METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY				NORTH LINE PEACHTREE CENTER STATION ENTRANCE NO. 2 PLAN AND ELEVATIONS				SCALE 1" = 1'-0" UN			
DRAWN BY <i>[Signature]</i>				CHECKED BY <i>[Signature]</i>				IN CHARGE BY <i>[Signature]</i>				SUBMITTED BY <i>[Signature]</i>				APPROVED BY <i>[Signature]</i>				CONTRACT NUMBER CN130			
REV. DATE BY DES. APP.				DESCRIPTION				REV. DATE BY DES. APP.				DESCRIPTION				DRAWING NO. REV. PAGE NO.				SECTION 4 234			
20 JUL 84				AS BUILT				20 JAN 85				LIMITS OF CONSTRUCTION CHANGED. FENCE ADDED. SECTION D1-2140											
20 MAR 85				REVISED PLAN SECT. A				20 MAR 85				DETAIL 1 & DETAIL 4 DELETED											
20 MAR 85				GENERAL REVISIONS				20 MAR 85				DATE 5 FEB 80											



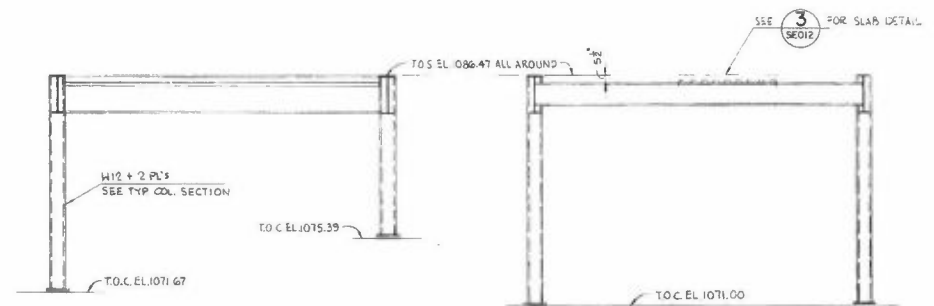






## AS-BUILT

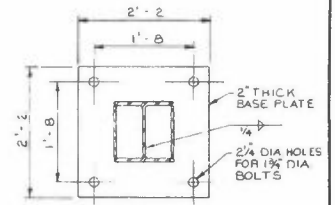
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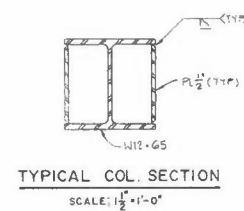
SECTION \_\_\_\_\_

SCALE:  $\frac{1}{4}'' = 1'-0''$

(B)  
SE015




SECTION J  
SCALE: 1" = 1'-0" SE015

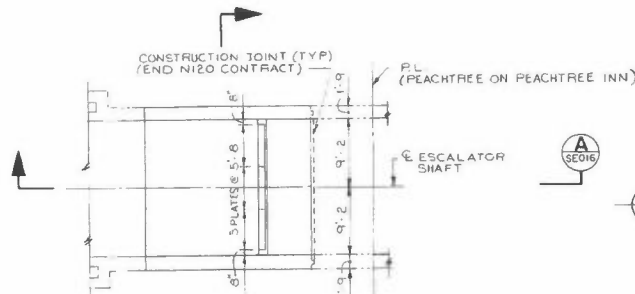


TYPICAL COL. SECTION

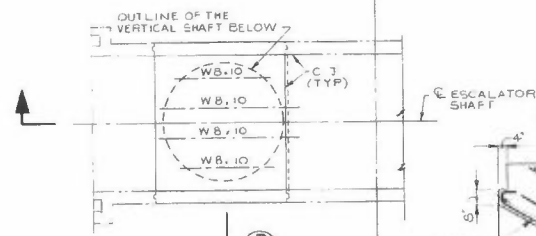
SCALE:  $1\frac{1}{2}'' = 1'-0''$

**AS-BUILT**

				THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U. S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES AND FEES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.				DESIGNED <i>ALC</i> DRAWN <i>ALC</i>				METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY				NORTH LINE PEACHTREE CENTER STATION ENTRANCE NO. 2 CANOPY - PLAN, SECTIONS & DETAILS				SCALE AS NOTED	
				AS BUILT CALLED OUT BEAM SIZES				CHECKED <i>J. J. J.</i> IN CHARGE <i>J. J. J.</i> DATE 8 FEB 80				PARSONS, BRINCKERHOFF, OLADE AND DOUGLAS, INC. / TUDOR ENGINEERING COMPANY GENERAL ENGINEERING CONSULTANTS				CONTRACT NUMBER CN130					
20 JUL 84 0415:00												APPROVED <i>Professional Seal</i>				DRAWING NO. / REV. SE015 / 2				PAGE NO. 238	
REV.	DATE	BY	REV. APP.	DESCRIPTION				REV.	DATE	BY	REV. APP.	DESCRIPTION									

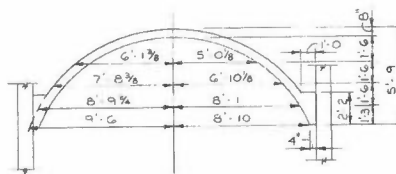


INTERMEDIATE SLAB



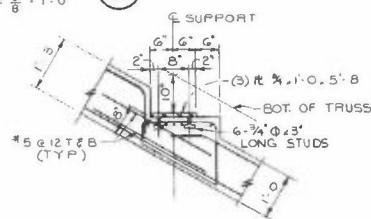
BOTTOM SLAB  
PLANS

SCALE:  $\frac{1}{8}'' = 1'-0''$

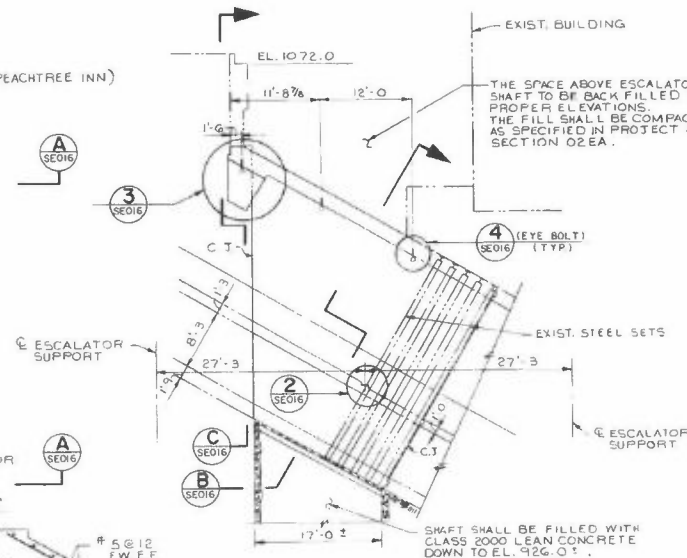


DETAIL  
NTS

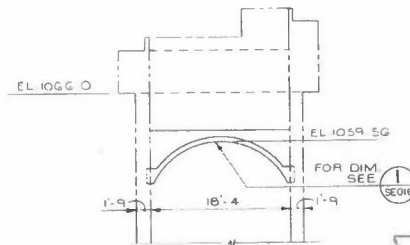
DETAIL  
SCALE:  $\frac{3}{8}'' = 1'-0''$



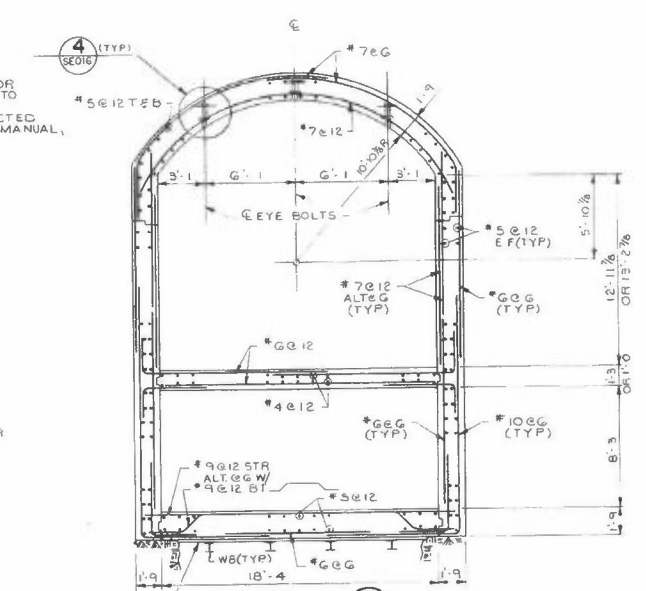
DETAIL  
SCALE:  $\frac{3}{4}'' = 1'-0''$



SECTION  
SCALE:  $\frac{1}{8}'' = 1'-0''$

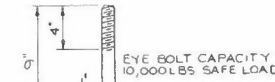
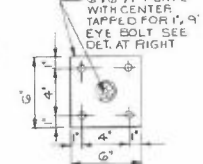
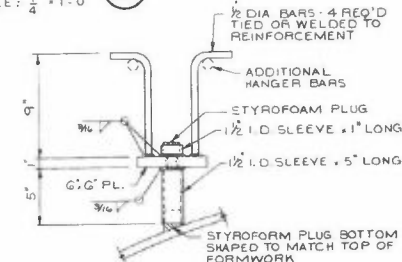


SECTION  
SCALE:  $\frac{1}{8}'' = 1'-0''$



SECTION  
SCALE:  $\frac{1}{4}'' = 1'-0''$

CORRUGATED METAL  
DECK



EYE BOLT PLAN & DETAILS  
NTS

**AS-BUILT**

REV	DATE	BY	SUB.	APP.	DESCRIPTION
1	8/1/80	AS	BUILT		INITIAL ISSUE
2	8/1/80	AS	BUILT		DATE 8/1/80



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

SUBMITTED: *AS*

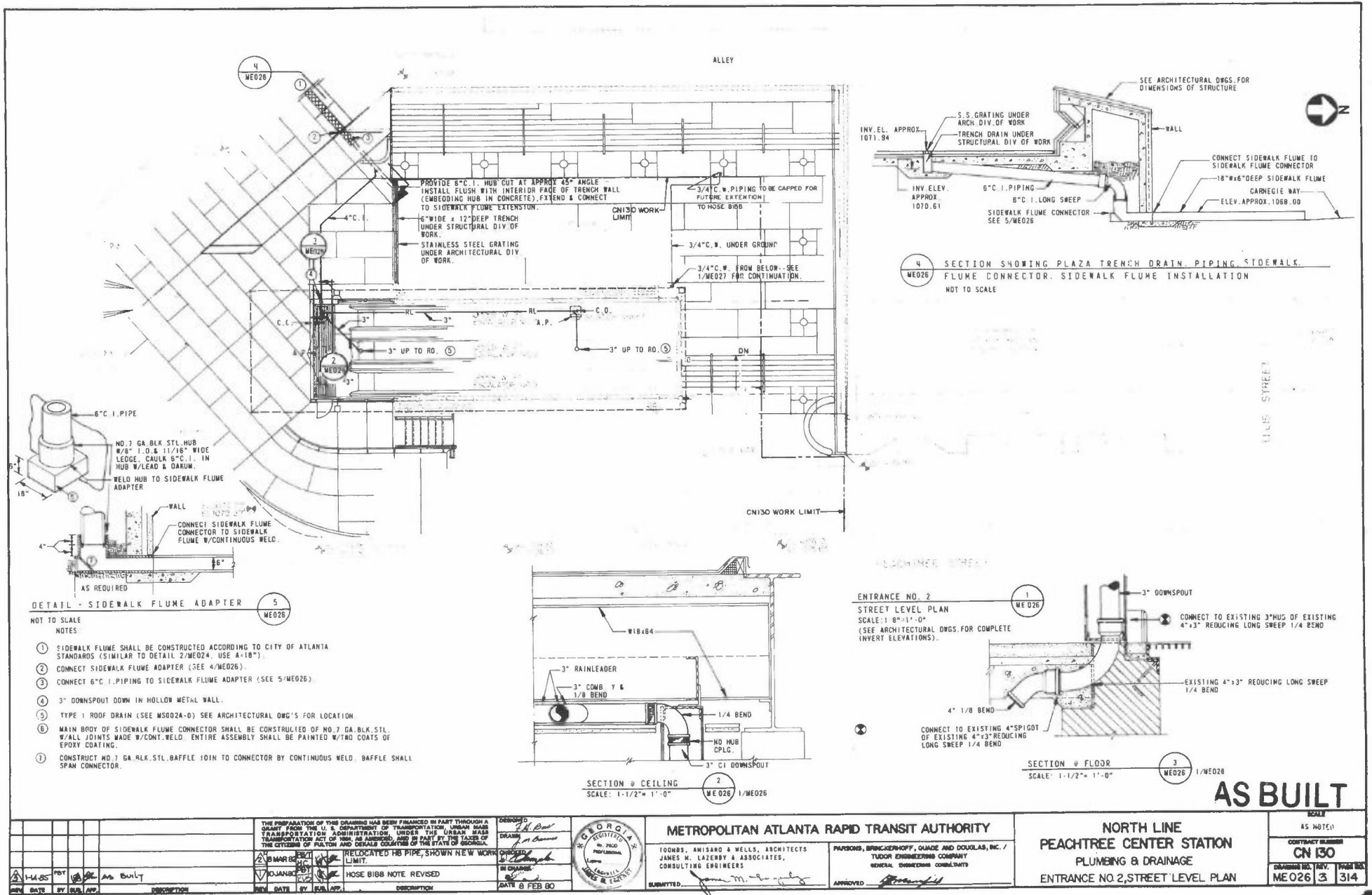
PARSONS, BRINCKERHOFF, OADE AND DOUGLAS, INC. /  
TUDOR ENGINEERING COMPANY  
GENERAL CONSULTING

APPROVED: *AS*

NORTH LINE  
PEACHTREE CENTER STATION  
ENTRANCE NO. 2  
ESCALATOR SHAFT COMPLETION

SCALE AS NOTED
CONTRACT NUMBER CN130
DRAWING NO. REV. PAGE NO. SEO16 1 238A









# **SUMMARY OF APPLICABLE CODES / STANDARDS & ARCHITECTURAL DESIGN GUIDELINES FOR DEVELOPMENT @ MARTA STATIONS**

**Prepared by Department of Architecture and Design**

The following excerpts from the MARTA DESIGN CRITERIA MANUAL are applicable for station modifications/ additions. All proposed designs shall be submitted to the Authority for review and approval.

## **CODES- Chapter 6**

**Compliance with all enacted/ applicable codes including, but not limited to the following:**

- **INTERNATIONAL BUILDING CODE: 2012 EDITION WITH STATE OF GEORGIA 2014 AMENDMENTS.**
- **RULE AND REGULATIONS OF THE SAFETY FIRE COMMISSIONER FOR THE STATE, MINIMUM FIRE SAFETY STANDARDS, CHAPTER 120-3-5, 2007 (GEORGIA SAFETY FIRE LAW)**
- **INTERNATIONAL FUEL GAS CODE, 2012 EDITION WITH STATE OF GEORGIA 2014 AMENDMENTS.**
- **INTERNATIONAL MECHANICAL CODE, 2012 EDITION WITH THE STATE OF GEORGIA 2014 AMENDMENTS**
- **INTERNATIONAL PLUMBING CODE, 2012 EDITION WITH THE STATE OF GEORGIA 2014 AMENDMENTS**
- **INTERNATIONAL FIRE CODE, 2012 EDITION WITH THE STATE OF GEORGIA 2014 AMENDMENTS**
- **NFPA 70 NATIONAL ELECTRICAL CODE, 2011 EDITION**
- **NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE, 2000 EDITION WITH STATE OF GEORGIA AMENDMENTS**
- **NFPA 130 STANDARD FOR FIXED GUIDEWAY TRANSIT AND PASSENGER RAIL SYSTEMS**
- **ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG), 2010 ADA STANDARDS**
- **OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA) (29 CFR PART 1910) with amendments through January 1, 2004.**
- **Standards, etc. for Certain Glass etc. installation- Official Code of Georgia , including American National Standards Institute Safety Performance Specifications and Methods of Test for Safety Glazing Materials Used in Buildings.**

**MARTA DESIGN CRITERIA: Design guidelines pertaining or applicable to design in and around the fare collection system and vertical circulation elements.**

## **FARE COLLECTION- Chapter 10**

### **10.7. B Dimensions of Fare gates:**

1. A clear space of at least 3'-6" shall be provided between the side of the consoles and walls or rails parallel to patron flow for maintenance access to the console. This space shall be closed with a fare barrier railing at the center line of the console.
2. A queue space of 15'-0" is required in each side of the fare gates
3. In addition to the required queue space, a 20'-0" additional surge space should be provided (1) between the ends of the escalators that can feed toward a queue and the start of any queue space and (2) in the free areas of the terminal stations, temporary terminal stations and downtown stations.

## **MATERIAL FINISHES- Chapter 13**

### **13.2 BASIC GOALS**

#### **A. Safety**

1. Materials shall be fire resistant, have minimum fuel contribution, and generate minimum products-of-combustion, consistent with Code requirements.
2. Materials shall be securely anchored or attached to prevent dislodgement due to temperature change, vibration, wind, aging and other causes. To resist the "piston effect" caused by trains entering stations, the design of surface treatments, fixtures, and other appurtenances shall allow for cyclic pressure changes of  $\pm 20$  psf with a frequency of 100,000 cycles per year.
3. Floor materials shall be non-slip; a minimum static coefficient of 0.6 for floors and 0.8 for ramps and stairs is recommended.

#### **B. Durability**

Materials shall be chosen for long and economical service with wear, strength and weathering qualities consistent with their initial and replacement costs and their location. Materials must be colorfast and maintain their good appearance throughout their useful life.

#### **C. Ease of Maintenance**

1. Materials shall not soil or stain easily and shall have surfaces that are easy to clean in a single operation and on which minor soiling is not apparent. Materials shall be cleanable with standard equipment and cleaning agents.
2. Damaged materials shall be easily repaired or replaced without undue interference with the operation of the MARTA system.

#### **D. Resistance to Vandalism**

Materials shall be chosen to discourage vandalism; they shall be difficult to deface, damage and

remove. All porous materials, with potential contact by the public shall be finished in such a manner that the results of casual vandalism can be readily removed with normal janitorial maintenance techniques.

#### **E. Aesthetic Qualities**

Materials shall be chosen to create a feeling of warmth and quality, and to install civic pride in the facility.

### **13.3 GENERAL CRITERIA**

#### **A. Surface**

Hard, dense, non-porous, non-staining, acid and alkali resistant, for long life and low maintenance. Surfaces within reach of the public – up to eight feet above the floor—shall be especially resistant to damage.

#### **B. Color**

Predominantly light in tone to aid in maintaining illumination levels, but with sufficient contrasts and accents to provide visual interest and warmth and to conceal minor soiling.

#### **C. Texture**

Wall surfaces, especially those within reach of the public, shall be rough texture to discourage graffiti or leaning against. Floor surfaces shall be sufficiently textured to provide good traction for foot traffic.

#### **D. Unit Size**

Large enough to reduce the number of joints yet small enough to conceal minor soiling and scratched and to facilitate replacement if damaged. Monolithic materials may be used if they have inherent soil-hiding characteristics and can be easily repaired without the repairs being noticeable.

#### **E. Joints**

Small, flush, limited in number, and of high quality materials, since joints are a major source of maintenance problems. Horizontal joints shall not be raked but shall be flush or tooled concave.

### **VERTICAL CIRCULATION- Chapter 23**

#### **13.3. D LAYOUT REQUIREMENTS**

##### **7.2 BASIC GOALS**

- D. For ramps and horizontal corridors, a one-foot wide buffer space shall be provided at each side wall; this width shall be discounted in determining effective lane width.
- F. An unobstructed run-off or queue space shall be provided at each end of each stair and escalator. This space shall have a minimum length of 20 feet at escalators and 15 feet at stairs. Where stairs and /or escalators oppose one another at the same level, the total length of unobstructed run-off/queue space maybe reduced by 25 percent. Provide a minimum of 15 feet wide queueing/waiting area in front of the elevators.

## GENERAL:

Following are general design guidelines that should be taken into account for proposed concession stands, kiosks and assemblies:

- General design must be guided by CPTED principles (Crime Prevention Through Environmental Design).
- Clear access and visibility to misc. non- structural elements within the station, such as telephones, vending areas, furnishings, directories, bulletin boards and information centers, advertisement panels, permanent trash receptacle etc. is required.
- Obstruction of Fire hose, fire extinguishers, Emergency shut off, misc. emergency equipment, maintenance jacks, misc. power supplies are unacceptable.
- Clear access and visibility at all circulation areas, Entry / Exit areas, doorways (overhead service door / man doors), guard rails etc. is required.
- Clear access and visibility to restrooms, staff rooms, utility or custodial rooms, electrical/ mechanical rooms, storage rooms or any other secure rooms are required.
- Obstruction of any security, monitoring and audio-visual equipment is unacceptable.
- All signage should be ADA compliant and will be submitted to Authority for approval. Visibility of existing signage cannot be compromised.
- Lighting should be designed per MARTA's Lighting Design Criteria and must meet all other local applicable codes.
- Color and material schemes must be appropriate for each particular station, and to be pre-approved by MARTA for each location.
- Locations of any free-standing elements, such as menu stands, plants, trash receptacles etc. must be approved by Marta for each location.
- Electrical, Mechanical, plumbing and Fire Protection requirements are not included in this summary.

ATTACHMENT C

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL OF EASEMENTS

See Attached.

## CHAPTER 19

### CUT-AND-COVER SUBWAY STRUCTURES

#### 19.1.0 LOADS

#### 19.1.1 GENERAL

Cut-and-cover subway structures and U-wall structures shall be designed for the loads and forces described below. Reference is made to Chapter 11 of these criteria when the loads and forces therein described are applicable.

#### 19.1.2 DEAD LOADS

The dead load shall consist of the weight of the complete structure and of the supported earth cover. Depth of cover shall be measured from the ground surface or roadway crown, or from the officially proposed street grade, whichever is higher, to the top of subway roof. In lieu of the weight of earth specified in Chapter 11 of these criteria, compacted cover over subway shall be assumed to have a design weight of 130 pounds per cubic foot, whether dry or saturated.

#### 19.1.3 MARTA SYSTEM LIVE LOADS

Standard axle spacing and loadings, centrifugal force, and longitudinal force shall be as prescribed in Chapter 11 of these criteria. The vertical impact factor shall be taken as 30 percent for suspended trackway slabs and zero for slabs on grade. Wheel loads shall be considered as concentrated loads in accordance with Article 19.6.4 when considering loads applied directly to the top of the subway structure.

#### 19.1.4 SURCHARGE FOR POSSIBLE ROADWAY AND SIDEWALK LIVE LOADS

A. An area surcharge shall be applied at the ground surface both over and adjacent to the subway to simulate possible roadway and sidewalk live loads. While these live loads may not be realized, the subway shall be designed for the eventuality that such live loads may occur. Future construction adjacent to the subway structure may result in permanent loads or in high temporary loads from construction equipment, from the stockpiling of construction materials, or from the deposition of excavated earth. It is also possible that high loads may be applied inadvertently to the subway structure due to its innate inconspicuousness. The surcharge shall be applied to all subway structures, line and station, unless (1) positive and recognizable means are provided at the ground surface to ensure that the above types of loading cannot occur and (2) MARTA specifically permits, in writing, the application of a surcharge of lesser magnitude. The surcharge shall be considered as a static uniformly load applied at the ground surface. Its vertical intensity at any depth below the ground surface shall be determined as follows:

1. For  $x \leq 5$ ,  $S = 600$
2. For  $20 > x > 5$ ,  $S = 600 - 40(x-5)$
3. For  $x \geq 20$ ,  $S = 0$

Where:  $S$  = Vertical intensity of surcharge at depth  $x$ , in psf

$x$  = depth below ground surface, in ft

The surcharge shall be applied in addition to all known dead and live loads except that the surcharge shall not be applied when the alternative truck loading of Article 19.1.4B is applied.

- B. On existing and planned streets and contiguous sidewalks, an alternative loading for depths of cover of three feet or less consisting of the standard AASHTO HS 20-44 loading in standard lanes, with truck wheel loads increased 50 percent, shall also be considered. Impact for this alternative loading shall vary linearly from 30 percent when the depth of cover is zero to zero when the depth of cover is three feet.

#### **19.1.5 SURCHARGE FOR RAILROAD LOADS**

- A. Structures or structural elements supporting railroad loads shall be designed in accordance with the requirements of the railroad owner.
- B. Where railroad loads are carried on fill over subway structures, the loading on the subway shall be as specified in Part 16, "Reinforced Concrete Box Culverts," 1984 Rewrite, of Chapter 8 of the current "Manual for Railway Engineering" of the American Railway Engineering Association, including the impact loading therein prescribed.

#### **19.1.6 MISCELLANEOUS LIVE LOADS**

The live loads on elements of subway structures shall be taken as follows:

- A. Safety walks and railings. See Chapter 11 of these criteria.
- B. Stairs: 100 pounds per square foot, or a concentrated load of 300 pounds per stair tread located so as to produce a maximum stress condition, whichever gives the higher stress.
- C. Station platforms, mezzanine floors, and all other areas not specified herein: 100 pounds per square foot, or a concentrated load of 2000 pounds located so as to produce a maximum stress condition, whichever gives the higher stress.
- D. Equipment rooms: Equipment load, or 250 pounds per square foot, whichever produces the greater stress.
- E. Escalators: See Chapter 6 of Volume 5 of these criteria.
- F. Storage spaces and rooms shall be designed for the loading to which they may be subjected, but not less than 250 pounds per square foot.

#### **19.1.7 VERTICAL AND HORIZONTAL LOADS**

##### **19.1.7.1 VERTICAL LOADS**

#### **19.1.7.1.1 DEAD AND LIVE LOADS**

Vertical dead and live loads on the subway roof shall be as specified in Articles 19.1.2, 19.1.3 (if appropriate), and 19.1.5.

Vertical live loads on interior slabs shall be as specified in Articles 19.1.3 and 19.1.6. When determining the vertical loading on bearing walls and interior columns due to live loads acting on suspended interior slabs, the live loads specified in Article 19.1.6 shall be reduced by 15 percent. This reduced total live load shall be assumed to be transmitted to the underlying grade slab without further reduction.

#### **19.1.7.1.2 SURCHARGE LOADS**

Roof girders and columns supporting 100 square feet or less of roof area shall be designed for a surcharge load of the intensity specified in Article 19.1.4. Roof girders and columns supporting 700 square feet or more of roof area shall be designed for a surcharge load equal to 70 percent of the intensity specified in Article 19.1.4. Roof girders and columns supporting a roof area between 100 square feet and 700 square feet shall be designed for a surcharge load equal to  $Y$  percent of the intensity specified in Article 19.1.4, where  $Y = 105 - 0.05 (\text{area, in square feet})$ .

The vertical intensity of the surcharge specified in Article 19.1.4 shall be used without reduction in the design of all roof slabs, joists, and beams.

When determining the vertical loading on bearing walls and underlying grade slabs due to the surcharge load on the roof, it shall be assumed that the vertical intensity of the surcharge diminishes at the rate of 5 percent for each foot of depth below the top of the roof slab. The subgrade pressure under the grade slab will therefore be unaffected by the surcharge if the total depth of structure is 20 feet or more.

When determining the vertical loading on interior columns and underlying grade slabs due to the surcharge on the roof, it shall be assumed that the surcharge is transmitted without reduction through the column to the grade slab."

#### **19.1.7.2 HORIZONTAL LOADS**

##### **19.1.7.2.1 HORIZONTAL PRESSURE FROM SOIL**

Pressures to be used in final design shall be based on recommendations of the Soils Engineer for the design unit involved. Recommendations given in the soils report should be reviewed with the Soils Engineer in the light of changes in design or construction concepts between preliminary and final design phases. Allowances shall be made for both dry and submerged earth pressures and for hydrostatic pressure. Consideration shall be given to multi-layered effects where substantial differences in soil properties occur over the depth of the subway structure. The effects of specified construction methods (e.g., flexible vs. rigid bulkheads, bracing procedures, etc.) on the development of lateral pressures shall be considered.

##### **19.1.7.2.2 HORIZONTAL PRESSURE FROM SURCHARGE**

In the absence of specific recommendations from the Soils Engineer, additional lateral pressure resulting from the surcharge loadings prescribed in Articles 19.1.4 and 19.1.5 may be taken as 40



percent of the vertical intensity of the surcharge at the depth being considered. See Article 19.1.4A.

#### **19.1.8 EXISTING STRUCTURES**

##### **19.1.8.1 STRUCTURES OVER THE SUBWAY**

Existing structures that are to remain in place shall either be underpinned in such manner as to avoid increased load on the subway section, or the section shall be designed to support the structure directly. Non-MARTA structures shall be supported directly on MARTA structures only with specific approval, in writing, by MARTA.

##### **19.1.8.2 STRUCTURES ADJACENT TO THE SUBWAY**

The subway structure shall be designed for excess loading from existing adjacent buildings or structures unless they are permanently underpinned to below the zone of influence. A building shall be considered to be adjacent to the subway when the horizontal distance from the building line to the nearest face of subway structure is less than 1.5 times the depth of the subway invert below the building foundation.

##### **19.1.8.3 MAGNITUDE OF VERTICAL LOADS**

Each existing structure shall be considered on its own merits. In the absence of more specific data, for a given height of building and type of occupancy, applicable foundation loads may be computed as follows:

###### **19.1.8.3.1 LIVE LOAD**

Roofs: 20 psf

Floors: See Section 902, National Building Code. (Basements and cellars shall be considered as Storage, Heavy).

###### **19.1.8.3.2 REDUCTION OF LIVE LOAD**

Live loads transmitted to the foundation may be reduced in accordance with Section 902 of the Building Code, City of Atlanta, within the City of Atlanta and Section 902 of the National Building Code elsewhere.

###### **19.1.8.3.3 DEAD LOAD**

Use of tabulation below. The dead load given includes the weight of interior partitions and exterior walls.

**Dead Load, psf, uniformly distributed at each level**

**Building Type**

	Wood Frame	Steel Frame & Curtain Wall	Light Frame & Masonry Wall	Reinforced Concrete
Roofs	25	60	60	100
Floors	40	80	90	120
Basements and Cellars on Soil	75	75	75	75

**19.1.8.3.4 BUILDING LOAD**

The total building load of any level of a building is the product of the building area at that level and the applicable unit dead and live loads; the total building load is the sum of the dead and live loads of all levels with live loads reduced, as appropriate, in accordance with Article 19.1.8.3.2. The unit building load at the bottom of the foundation of a building on a mat foundation may be taken as the quotient of the total building load and the area of the foundation. For buildings on discontinuous foundations, e.g., spread column or wall footings, the above consideration of the distribution of the total building load pertains only at some depth below the foundation; at smaller depths consideration shall be given to the concentration of the total building load at the footings.

**19.1.8.3.5 EXCAVATION ALLOWANCE**

From the unit building load calculated using the above values of dead and live load, there shall be subtracted an allowance of 120 pounds per square foot for each foot that the building basement or cellar floor lies below street grade for dry soil, and 70 pounds per square foot for each foot of submerged soil.

**19.1.8.3.6 NET BUILDING FOUNDATION LOAD**

The net building foundation load shall be taken as the sum of all the dead and live loads on the roof, floors, and basement, using the appropriate live loads on the roof, floors, and basement, using the appropriate live load reduction and deducting the excavation allowance. This load shall be considered to be distributed as indicated in Article 19.1.8.3.4 above.

**19.1.8.4 HORIZONTAL PRESSURES ON SUBWAY**

- A. Comparison with Roadway Surcharge Loading: The building load on the subway may be ignored if the net building foundation load is less than the natural vertical earth pressure at that depth plus the surcharge prescribed in Article 19.1.4.
- B. Excess Building Foundation Loads. In the absence of specific recommendations from the Soils Engineer, the excess lateral pressure on that portion of the subway side wall below the elevation of the building foundation may be taken as a uniform horizontal pressure equal to 40 percent of the excess of the net building foundation load over the natural and surcharge pressures described

above. This is a maximum value to be used if the building line coincides with the outside wall of the subway. If the horizontal distance between the building line and subway wall equals 1.5 times the depth of subway invert below the building foundation, no excess lateral pressure need be taken, and intermediate cases may be interpolated linearly.

#### **19.1.8.5      GROUND-BORNE VIBRATIONS**

MARTA or its Acoustics Consultant will identify locations where the transmission of ground-borne vibrations from the subway to adjacent existing structures may be objectionable. Subway design in these locations shall incorporate "floating slab" inverts or other vibration control measures recommended by MARTA or its Acoustics Consultant.

#### **19.1.9          FUTURE CONSTRUCTION**

Unless otherwise determined by MARTA, future construction will not be presumed to exert vertical and lateral pressures exceeding those due to natural ground conditions by more than the surcharge allowances prescribed in Articles 19.1.4, 19.1.5 and 19.1.7.2. Provisions of Authority agreements with property owners, railroads, and other agencies regarding special loadings for portions of subway structure that pass beneath or adjacent to their properties shall be considered in establishing the loading conditions for such subway structures.

#### **19.1.10        HYDROSTATIC PRESSURE**

The effects of hydrostatic pressure shall be considered whenever the presence of groundwater is indicated. Hydrostatic pressure shall be computed at 62.5 pounds per square foot times the depth below groundwater table. Where hydrostatic pressures pertain, lateral earth pressures shall be based upon the submerged unit weight of the soil and in accordance with the recommendations of the Soils Engineer. The possibility of future significant changes in groundwater elevation shall be considered. Full hydrostatic pressure shall be assumed to act on the base slab for the maximum likely height of water table.

#### **19.1.11        SHRINKAGE AND CREEP**

Provisions shall be made for movements and stresses resulting from concrete shrinkage and creep. The shrinkage coefficient shall be assumed to be 0.00025 inch per inch. For the purpose of calculating effect of creep due to sustained load, the modulus of elasticity of the concrete may be assumed to be one-third the value given in Section 8.5 of ACI Standard 318-83, "Building Code Requirements for Reinforced Concrete (ACI 318-83)" for the design strength of the concrete specified.

#### **19.1.12        THERMAL EFFECTS**

Provisions shall be made for movements and stresses resulting from temperature variations. The normal temperature shall be taken as 70°F. The ambient temperature variation during construction shall be taken as plus or minus 40°F from normal. The average temperature of all interior members of the completed structure shall be assumed to vary plus or minus 20°F.

Temperature gradients across the thickness of walls and slabs may be neglected. Coefficients of thermal expansion and contraction shall be:

Concrete: 0.0000060 inch/inch/degree F

Steel: 0.0000065 inch/inch/degree F

For the purpose of calculating stresses induced by temperature variation, the modulus of elasticity of concrete shall be as prescribed in Section 8.5 of ACI Standard 318-83. The modulus of elasticity of structural steel shall be taken as 29,000,000 psi.

## 19.2.0 LOADING CONDITIONS

### 19.2.1 SYMBOLS

- D Dead load, including loads of all structures directly supported on the subway structure. See Articles 19.1.2 and 19.1.8.1.
- L MARTA System Live Load, including impact, centrifugal force, and longitudinal force where applicable. See Articles 19.1.3, 19.1.4, 19.1.5, and 19.1.6.
- E Earth Pressure, including horizontal effects of soil, hydrostatic pressures, all surcharge loadings, and the pressure allowances for existing or future adjacent buildings or structures. See Articles 19.1.7, 19.1.8, 19.1.9, and 19.1.10.
- S Force due to concrete shrinkage. See Article 19.1.11.
- T Force due to thermal expansion or contraction. See 19.1.12.

### 19.2.2 UNIT STRESSES

Basic allowable unit stresses: for prestressed concrete, see Chapter 13 of these criteria, for structural steel and composite structures, see Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, effective November 1, 1978 with Supplement No. 1, effective March 11, 1986 of the American Institute of Steel Construction (AISC); for reinforced concrete, see Article 19.6.0.,

### 19.2.3 PERMANENT CONDITIONS

- A. The completed structural parts of prestressed concrete, structural steel, and composite structures shall be proportioned to resist the following loading combinations without exceeding the indicated percentage of the basic unit stresses for the materials specified:

	Percentage of Basic Unit Stress
Group I: $D + L + E$	100%
Group II: $\text{Group I} + S + T$	125%

For reinforced concrete see Article 19.6.0.

- B. In selecting critical loading combinations, consideration shall be given to appropriate combinations of maximum vertical loads with minimum horizontal loads, and vice versa, and to unsymmetrical loads. For symmetrical loading conditions the design shall satisfy the following three cases:

- Case I. Full vertical loading including dead load, live loads, surcharge load, and hydrostatic pressure combined with maximum lateral pressures due to soil, surcharges, and water.
- Case II. Vertical loading of dead load only, assuming no live load and surcharge, combined with maximum lateral pressures due to soil, surcharge, and water. Include hydrostatic pressure in vertical loading, if applicable.
- Case III. Maximum available vertical loading from dead load, live load, and surcharges combined with minimum lateral pressures consisting only of one-half the value of normal horizontal pressures from soil with no lateral live load, surcharge, or hydrostatic pressures acting.

#### 19.2.4 CONSTRUCTION CONDITIONS

Stresses in the partially completed structure, and in individual members, shall be analyzed for appropriate critical conditions existing at various stages of construction. For such temporary conditions, the allowable percentage of basic unit stresses given above for the various loading combinations may be multiplied by 1.20. For reinforced concrete, under these construction conditions, the required strength may be taken as 0.85 that specified by Article 19.6.2.

#### 19.3.0 SOIL BEARING

- A. The bearing capacity of the soil will be furnished for each design section in the soils report for that section.
- B. For subway box sections, the bearing stresses are generally less than the initial intergranular pressure due to the reduction of the weight of excavated soil. Soil bearing capacities shall be investigated, however, for adequacy.

#### 19.4.0 STRUCTURAL DESIGN

##### 19.4.1 ANALYSIS AND DESIGN ASSUMPTIONS AND METHODS

- A. Design calculations for prestressed concrete, structural steel, and composite structures shall be based on working loads and allowable unit stresses. The design of reinforced concrete structures shall be based on ultimate loads and ultimate strengths. The required ultimate strength of prestressed concrete shall be determined as specified in Chapter 13 of these criteria.
- B. Framed structures shall preferably be analyzed by rational elastic methods which consider the effects of relative stiffness of connected members, relative displacement and rotation of joints.

and the effects of axial deformations. (Shearing distortions of individual members can generally be ignored for the proportions involved in subway structures.) Nonetheless, the arbitrary and imprecise nature of the prescribed design loads does not justify elaboration and refinement of structural analysis"

- C. Particular consideration shall be given to the changes in elastic properties of complex frameworks resulting from construction sequences. Any limitations on construction operations inherent in the design assumptions shall be noted on the project drawings and if specified in the project Manual. Conversely, advantage may be taken of specified construction procedures or sequences to effect a more favorable distribution of loads or stresses.
- D. The calculated horizontal soil pressure shall be reduced 50 percent, and the calculated hydrostatic pressure shall be omitted in all loading combinations. Where use of the full calculated pressures would reduce the moments in certain sections.
- E. Unbalanced lateral loadings shall be investigated. In cases where passive resistance might be mobilized, resisting the horizontal load on the opposite side, a horizontal sway equal to 1/500 of the height of the structure shall be assumed.
- F. Where there is a portion of a long continued box structure with no soil on one side (e. g., at plaza entrances), a horizontal sway as above shall be assumed and the horizontal slabs shall be investigated for their capacity to transfer load by diaphragm action from the portion of the structure with unbalanced load to the ends of the structure. The capacity of the soil at the ends of the structure shall also be investigated to determine whether it provides sufficient passive resistance to sustain the loads being transferred thereto.

#### **19.4.2      FOUNDATION PRESSURES**

Vertical pressures on foundation slabs may be divided into hydrostatic and earth pressure components. The hydrostatic component shall be distributed across the width of the foundation in proportion to the depth of each portion of the base slab below the design groundwater table. Distribution of the earth pressure component shall be based on specified construction procedures if they affect the distribution, and may include elastic foundation effects if significant changes in frame or slab stresses are induced thereby. Where a box structure rests on soil subgrade, a uniform distribution of subgrade soil reaction shall be assumed as one possible condition.

#### **19.4.3      BUOYANCY**

- A. Adequate resistance to flotation shall be assured at all sections for full hydrostatic uplift pressure on the structure foundation based on maximum probable height of water table. For the completed structure, such resistance shall consist of the dead weight of the completed structure plus the weight of backfill overlying the structure within vertical planes drawn through the outer edges of the structure roof and through all joints separating adjacent structural sections. Provisions shall be made in the design, or a construction sequence shall be specified, to prevent buoyancy which might result from the water table's being permitted to rise before all backfill is placed. Submerged unit weight of soil below the groundwater table may be taken as 70 pounds per cubic foot unless the soils report specifies otherwise. Compacted dry weight shall be taken as 120 pounds per cubic foot. The weight of street pavement and live loads shall be neglected. The factor of safety against uplift under these conditions neglecting side friction shall be

Legal Description  
Tract 1

All and singular that certain tract of land lying and being in Land Lot 78, 14th District, Fulton County Georgia, being more particularly described as follows:

COMMENCING at the intersection of the westerly right-of-way of Peachtree Street, having a variable right-of-way, and the southerly right-of-way of Ellis Street having a variable right-of-way,

THENCE continuing along the right-of-way of Peachtree Street, South 07°59'58" West, a distance of 78.27 feet to a point, said point being the POINT OF BEGINNING;

THENCE continuing along the right-of-way of Peachtree Street, South 07°59'58" West, a distance of 89.34 feet to a point;

THENCE along the right-of-way of Forsyth Street, South 52°08'04" West, a distance of 40.53 feet to a point;

THENCE along the right-of-way of Carnegie Way, North 42°09'16" West a distance of 60.97 feet to a point on the eastern side of a ten foot alley;

THENCE along said alley, North 02°35'08" East, a distance of 70.81 feet to a point;

THENCE leaving said alley, South 88°37'11" East, a distance of 71.28 feet to a point, said point being the POINT OF BEGINNING;

Said property having a lower vertical limit of the street grade at the site;

Containing 7027 square feet or 0.161 acres.

Legal Description  
Tract 2

All and singular that certain tract of land lying and being in Land Lot 78, 14th District, Fulton County Georgia, being more particularly described as follows:

COMMENCING at the intersection of the westerly right-of-way of Peachtree Street, having a variable right-of-way, and the southerly right-of-way of Ellis Street having a variable right-of-way,

THENCE continuing along the right-of-way of Peachtree Street, South 07°59'58" West, a distance of 83.27 feet to a point, said point being the POINT OF BEGINNING;

THENCE South 07°59'58" West, a distance of 15.00 feet to a point;

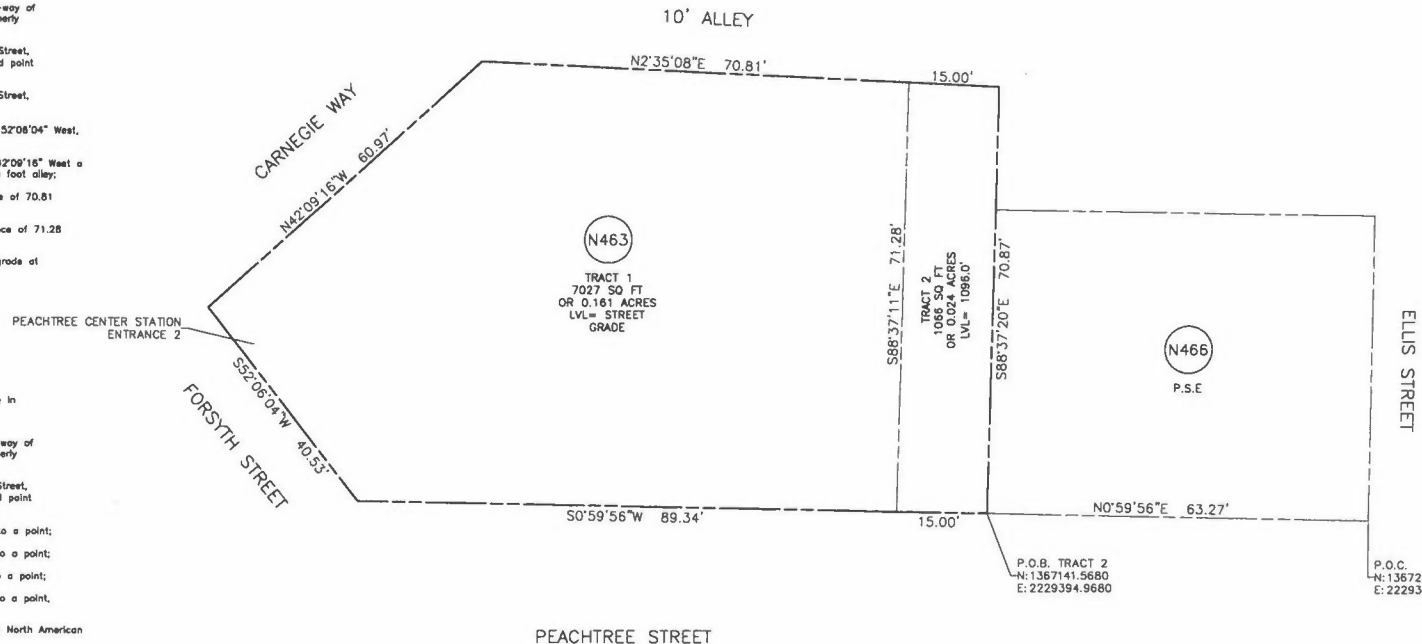
THENCE North 88°37'11" West, a distance of 71.28 feet to a point;

THENCE North 02°35'08" East a distance of 15.00 feet to a point;

THENCE South 88°37'20" East, a distance of 70.87 feet to a point, said point being the POINT OF BEGINNING;

Said property having a lower vertical limit of 1098.0 feet, North American Vertical Datum of 1988.

Containing 1066 square feet or 0.024 acres.



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SET FORTH IN THE GEORGIA O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-8, 43-15-19, AND 43-15-22.

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, UNDER THE FEDERAL TRANSIT ACT, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DOUGLAS COUNTIES OF THE STATE OF GEORGIA.

DESIGNED	P. SOTAK
DRAWN	D. MERCHANT
CHECKED	P. SOTAK
IN CHARGE	A. MOHAJER
DATE	DAY MONTH YR
REV.	DATE
BY	SUB. APP.
DESCRIPTION	

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

marta.

SUBMITTED

APPROVED

TYPE OF SURVEY  
PEACHTREE CENTER  
ENTRANCE 2

LAND LOTS ### AND ### ##TH DISTRICT  
CITY OF ATLANTA, ##### COUNTY, GEORGIA

SCALE  
1" = 10'

CONTRACT PROPOSAL NUMBER	#####
DRAWING NO.	#####
REV.	0
PAGE NO.	1

APPENDIX A  
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

See attached.