

REQUEST FOR PROPOSALS

FOR A DEVELOPMENT MANAGER FOR 33 PRYOR ST.

January 22nd, 2025

RESPONSES DUE: March 3, 2025



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SECTION I INTRODUCTION

Invest Atlanta (“IA”) is soliciting competitive, sealed responses (“Responses”) from interested and qualified developers or team of consultants offering Development Management Services for the renovation and upgrading of an existing multi-level parking deck to support the ongoing, major mixed-use commercial redevelopment project at 2 Peachtree and adjacent parcels, hereinafter the “2 Peachtree Project”. The intent and purpose of the RFP is to identify a single firm or team of consultants to deliver comprehensive development management services to ensure the successful revitalization and redevelopment of the 33 Pryor St. parking deck, first floor retail and second floor office spaces .

Respondents shall be selected and determined through IA's review of each response, considering the factors identified in this Request for Proposals (“RFP”) and any other factors that it considers relevant to serving the best interest of IA and its mission. Nothing in this RFP shall be construed to create any legal obligation on the part of Invest Atlanta or any respondents. Invest Atlanta reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall Invest Atlanta be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. All supporting documentation submitted in response to this RFP will become the property of Invest Atlanta. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

BACKGROUND, OVERVIEW & MAIN OBJECTIVES

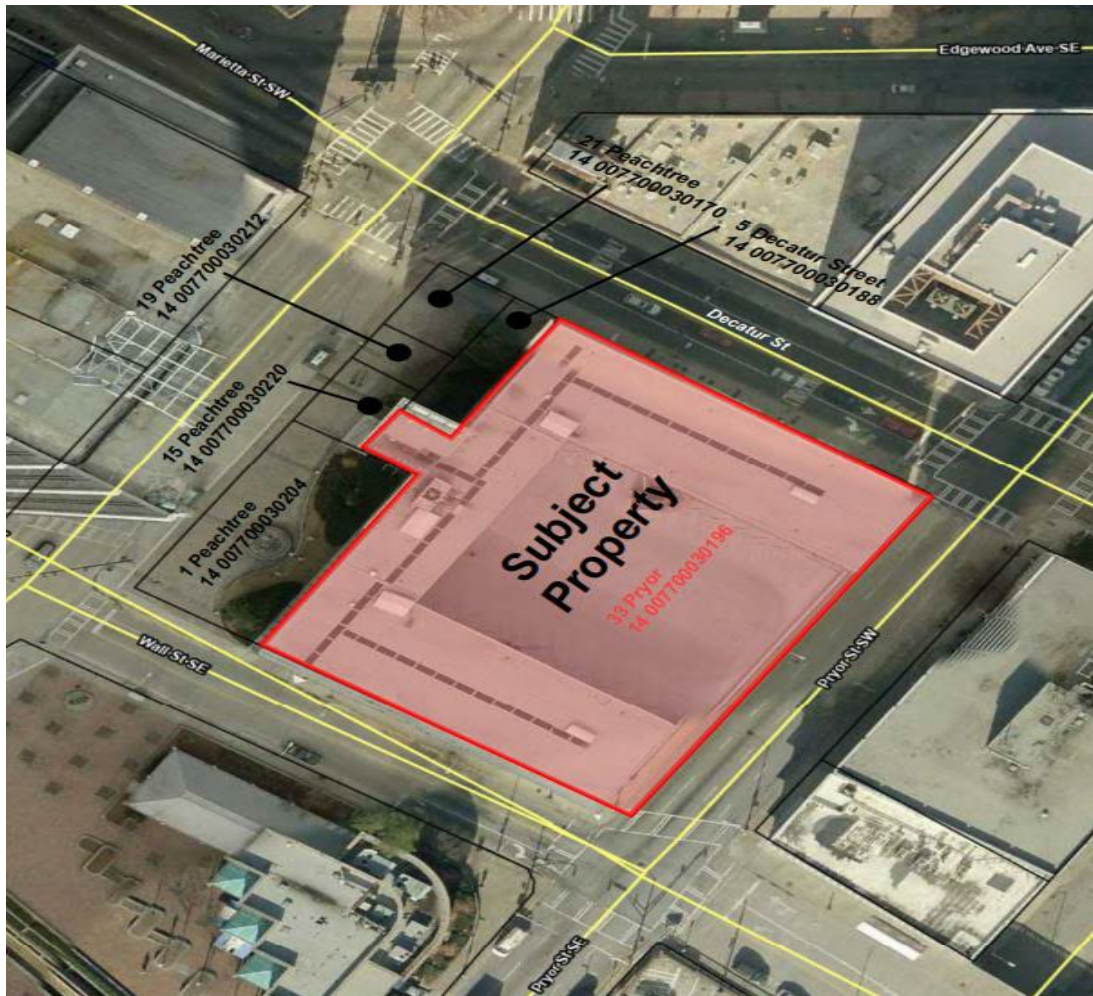
Invest Atlanta has been created and exists under and by virtue of the Development Authorities Law, activated by a resolution of the City Council of Atlanta, Georgia (the “City”), and currently operates as a public body corporate and politic of the State of Georgia. Invest Atlanta was created to promote the revitalization and growth of the city and serves as the City’s Economic Development Agency. Invest Atlanta represents a consolidation of the City’s economic and community development efforts in real estate, finance, marketing, and employment, to provide a focal point for improving the City’s neighborhoods and the quality of life for all of its citizens.

At the end of 2023, Invest Atlanta completed a two-step solicitation process to identify prospective qualified Developers to convert the office buildings located at 2 Peachtree St. and 14 Marietta St, in addition to proposing a development concept for 1 Peachtree St (the “2 Peachtree Project”). The integration of these components will yield a mixed-use development comprised of residential, commercial, and retail spaces. During the second step in the solicitation process IA selected a proposal that sought to catalyze growth and investment, as well as provided significant socioeconomic advantages associated with mixed-income and affordable housing for the downtown Atlanta community. The completion of this two-step solicitation process has led IA to enter exclusive negotiations with the selected Developer. Concurrent to negotiations, the selected Developer is engaged in a collaborative design process, obtaining project approvals and required permits, and complying with all established pre-construction, construction, occupancy, and post occupancy protocols further described in **Appendix C Walker Structural Analysis Report**. To support the commercial and residential components of the 2 Peachtree Project, Invest Atlanta acquired 33 Pryor St. to provide the requisite parking spaces to ensure the viability and livability of each component. As such Invest Atlanta intends to redevelop and modernize 33 Pryor St. to maximize the number of spaces available for the 2 Peachtree project. We contemplate that the redevelopment will be achieved in two phases, as described in Section III Scope of Work.

SITE/PROJECT OVERVIEW

33 Pryor St is located in Land Lot 77 of the 14th District of Fulton County, Tax Parcel Identification Numbers 14-007700030196 (the “Site”). The Site, adjacent parcels and a full legal description is provided at the end of **Appendix B Site Map and Survey**. Currently, the Site consists of +/- 630 parking spaces on seven levels, the “Parking Spaces”, approximately 42,000 SF of office space on levels 8 and 9, 11,326 SF of 2nd level office space and 11,426 SF of ground level retail space, collectively the “Commercial Spaces”.

Figure 1: Map of Site and Building Photos



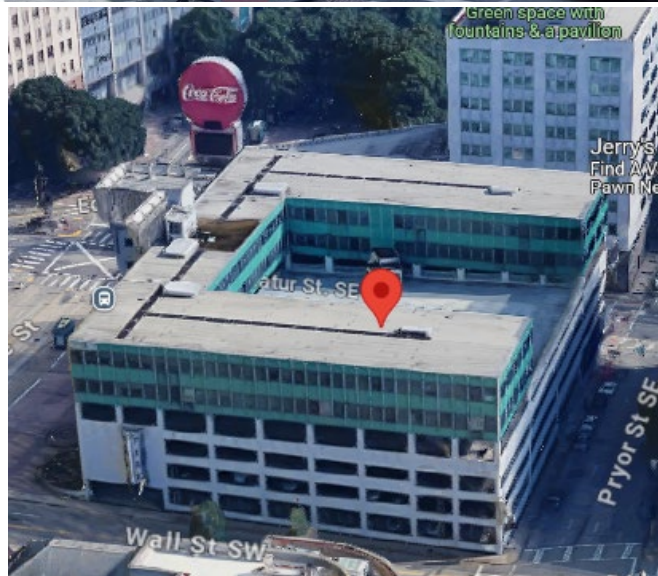
bp1



bp2



bp3



bp4

The scope of work for 33 Pryor St. (the “Project”) aims to renovate the parking structure, converting the 8th and 9th floors to parking from office use, and fully update the Decatur St. Retail and 2nd floor Office spaces.

The Project involves several different challenges for the Development Manager to overcome to ensure the successful execution of the Project. Some of the major challenges that exist are related to, but not limited to, cost/budget management, coordination and integration with the larger 2 Peachtree Project, construction cost management and construction timeline. More Specifically, the

proposed “2 Peachtree Project” includes the concept of the new construction of senior housing units on the 1 Peachtree St. Plaza (*see bp1 and bp2 above*) that will need to connect and integrate with the parking deck including the design of the lower-level retail on the Decatur St. side.

Ultimately, the successful Respondent will possess extensive development management skills and knowledge necessary to navigate these challenges and achieve the main objectives described below.

MAIN OBJECTIVES:

- Timely execution of a multi-phase development plan for the entire site
- Redevelopment of a state-of-the-art parking deck that complements the overall mixed-use development.
- Ensure project alignment with regulatory requirements and community needs.
- Deliver the project within the stipulated timeline and budget.
- Foster seamless coordination among all project stakeholders.

SECTION II TIMELINE OF EVENTS AND SUBMISSION INSTRUCTIONS

INQUIRIES AND PROCESS TIMELINE

Only inquiries received electronically will receive a response. Do not contact any Invest Atlanta staff with questions or comments pertaining to this RFP. All such inquiries must be delivered by 5:00 p.m., February 10th 2025, to the issuing officer at 33PryorDevelopment@investatlanta.com. Inquiries received after such a date and time will not receive a response. Invest Atlanta will publish all timely written inquiries and Invest Atlanta’s responses to those inquiries as an Addendum to this RFP on Invest Atlanta’s website (www.investatlanta.com) on February 17th 2025

Due Date	Action Required
Wednesday, January 22nd 2025	Release of RFP
January 28th, 2024 @ 10:00am-11:30am EST	Informational Session/Site Tour
February 7th, 2025	Written questions due to Invest Atlanta
February 17th, 2025	Responses to written questions posted
March 3rd, 2025	RFP Submittals due to Invest Atlanta
Month of March 2025	Potential Interviews/Presentations/ Demonstrations
Month of April 2025	Anticipated Selection/Award

TOUR INSTRUCTIONS

The building tour is required and offered as a courtesy to provide interested parties with an opportunity to inspect the building. The building may contain hazardous constituents, including but not limited to asbestos, lead-based paint, mold, and polychlorinated biphenyls. In the event a respondent or a member of the respondent team elects to tour the building, the following is required:

1. All individuals will need to sign the City’s and/or Invest Atlanta’s waiver release and indemnity of liability before entering the building.
2. All individuals will be responsible for, at his or her sole expense, providing and wearing their own protective gear, such as a mask, goggles, and/or protective clothing.
3. All individuals will be responsible for, at his or her sole expense, bringing their own flashlight.
4. All individuals are strongly encouraged to wear boots
5. All individuals agree not to disturb any structures or personal property.

For additional questions regarding the tour, please contact Lazerick Russell, lrussell@investatlanta.com

SUBMISSION INSTRUCTIONS

A. Responses to this Request for Proposals must be submitted electronically via email no later than 5:00 p.m., February 17th, 2025, to the issuing officer at 33PryorDevelopment@investatlanta.com. Proposals should include all identified components (Responses to Mandatory Requirements, Mandatory Scored Requirements, Exhibit A Development Management Fee and all applicable Additional Requirements and Forms as described below). Proposals received after the deadline time and date will not be considered.

By submitting a response to the RFP, the Respondent is acknowledging that the Respondent:

- (1) Has read the information and instructions,
- (2) Agrees to comply with the information and instructions contained herein.

From the time of release of this RFP through the conclusion of the selection process, there shall be no communication between any Respondents and/or their lobbyist or authorized/unauthorized agent(s) with any staff of the City, IA or the Atlanta Development Authority ("ADA"), any elected or appointed official of the City, IA, ADA and/or their staff or financial advisor, except as provided for in the RFP, unless such communication is initiated by IA and is unrelated to this RFP process. Any violation of this provision by any Respondent and/or its lobbyist or authorized/unauthorized agent(s) shall be immediate grounds for disqualification for award of a contract in connection with this RFP.

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A §50-18-70, et seq., require certain public records be made available for public inspection. Even though information (financial or other information) submitted by a Respondent may be marked as "confidential", "proprietary", etc., Invest Atlanta will make its own determination regarding what information may or may not be withheld from disclosure.

SECTION III SCOPE OF WORK

As indicated above, upon award, the selected development manager will be responsible for the planning, design and construction of the existing 33 Pryor St. parking deck and associated existing commercial spaces to support the adaptive reuse of a 41-story mixed-use development (hereinafter, "2 Peachtree Project") that will include new housing, retail, and office space. The 2 Peachtree Project, includes new construction at the 1 Peachtree St. Plaza that will be integrated and connected to the parking deck. The parking deck must efficiently accommodate the parking needs of residents, shoppers, and office workers, ensuring smooth traffic flow, safety, and user convenience. The existing commercial spaces located on the first and second floors must be modernized and prepared for occupancy prior to the commencement of World Cup activities. The development manager will work in coordination with Invest Atlanta project staff to execute the project and deliver a high-quality, sustainable and cost-effective redevelopment, including (but not limited to) architecture, design, engineering, and general contracting. Invest Atlanta is seeking to achieve the below desired outcomes:

- **Timely execution** of each development phase described below.
- **Seamless Integration with Mixed-Use Development:** The parking deck is fully integrated with the residential, retail, and office components of the mixed-use redevelopment. This includes efficient and well-designed connections to these spaces, such as pedestrian walkways, vehicular access points, and shared utilities, ensuring a cohesive and user-friendly environment for all occupants and visitors.
- **Maximized User Convenience and Accessibility:** The parking deck is designed and constructed to provide maximum convenience and accessibility for all users, including residents, shoppers, office workers, and visitors. This includes sufficient parking capacity, clear wayfinding, accessible entry and exit points, and features like electric vehicle charging stations and secure bicycle storage, contributing to a positive user experience.

- **Long-Term Durability and Sustainability:** The parking deck is built to high standards of structural integrity and sustainability, ensuring long-term durability and minimal environmental impact. The incorporation of sustainable building practices, energy-efficient systems, and materials that require low maintenance will result in reduced operational costs, and alignment with the broader sustainability goals of the redevelopment project, potentially achieving a recognized green building certification like LEED.
- **Quality, Affordable Retail and Office Real Estate Opportunities for Local Small Businesses:** the existing first floor retail spaces and second floor office space is modernized and prepared for occupancy by local small businesses, including restaurant, retail, and services that serve Downtown's residents, students and professionals. Special consideration is put into the renovation of these spaces to reduce the burden of Tenant Improvements on local small businesses, and new storefront facades that support active street life and incorporate pedestrian-oriented design that elevates the experience of Downtown's residents, workforce, students and visitors.

Specifically, the Respondent shall execute the following services and actions throughout the phases of the Project, as described below:

PHASE 1: STABILIZATION – PRE-WORLD CUP

- 1. Decatur St Vehicular Entrance improvements and dedicated parking spaces.**
 - a. Improve the aesthetic appearance of the Decatur St vehicular entrance, to include façade enhancements, wayfinding and signage.
 - b. Reserve 25 spaces for the duration of the project for nearby grocery/retail related developments on the Decatur St. side of the deck
 - c. Create new or enhance existing pedestrian access to and from parking deck interior and Decatur St.
 - d. **Target Completion:** *Quarter 1 2025 – Quarter 2 2025*
- 2. Warm White Box of 2nd Level Office Space and Façade Improvements**
 - a. In collaboration with Invest Atlanta Program staff, complete white box construction to the existing Office Space above the retail shops on Decatur St. and Pryor St. White box construction shall be configured to accommodate an open-plan layout supportive of a co-working or incubator configuration that maximizes floor to ceiling windows, with conference rooms, flexible workspace and private offices. ADA restrooms, ADA access and other occupancy code updates; Design to facilitate future reconfigurations with minimal disruption.
 - b. Façade Improvements: Removal of exterior cladding to maximize views and sunlight.
 - c. **Target completion:** *3rd Quarter 2025.*
- 3. Warm White Box of Lower-Level Retail Spaces, and Facade Improvements**
 - a. In collaboration with Invest Atlanta program staff. redesign and buildout of vacant retail spaces (4 units are vacant, 2 are occupied) facing Decatur St., to include at minimum:
 - i. Improvements to plumbing, electrical, MEP and other systems as needed per current codes.
 - ii. Floor plan adjustments to maximize useability of each retail unit.
 - iii. Buildout to whitebox with facilities required for retail and food service uses, such as ADA restrooms, ADA access, handwashing and 3-part sinks, grease traps and hood ventilation, emergency egress, etc.
 - b. Façade Improvements: in collaboration with Invest Atlanta program staff, redesign of storefront facades for all retail spaces along Decatur St & Pryor St. Improve overall appearance to aesthetic of the façade, enhance streetscape and aesthetics to support an active pedestrian environment suitable for a Downtown activity center. To include at minimum:
 - i. Improvements of storefront window & door packages supportive of displays and visual activations in store windows.

- ii. Improve overall exterior appearance of storefronts to include functional and aesthetic elements such as signage, awnings, and various architectural materials that differential the retail level from the rest of the façade,
- c. **Target Completion:** Façade improvements complete by *Quarter 4 2025 – Interior improvements complete by end Quarter 1 2026*

PHASE 2: FULL REDEVELOPMENT PHASE – POST- WORLD CUP (Target completion end of 2026)

1. **Conversion of top 2 levels of Office space to additional parking levels**
 - a. Parking deck shall yield no less than 630 spaces
2. **Revitalization of existing parking structure and levels.**
 - a. Execution of an upgraded state-of-the art parking deck in consideration of the Feasibility Report for Parking Expansion provided in Appendix C.
3. **Overall Development Management of all aspects of improving the parking deck.**
 - a. **Project Delivery:** Ensure the project is completed on time, within budget, and to the specified quality standards.

More specifically, delivery of the Project shall be managed in a manner that includes the following development stages and activities, at a minimum.

Stage 1: Planning & Predevelopment

1.1 Feasibility Study and Site Analysis

- **Activity:** Review and confirm feasibility studies provided in Appendix C. This feasibility study was conducted by Walker Consultants and provides information to help clarify the necessary upgrades and building code requirements.
- **Description:** Confirm site conditions, including soil quality, topography, environmental impact, and existing infrastructure. Based on traffic patterns and access points, recommend the best integration strategy for the Project and the 2 Peachtree Project.

1.2 Stakeholder Engagement

- **Activity:** Engage with key stakeholders, including city officials, community members, and potential tenants.
- **Description:** Gather input on design preferences through the Owner's Representative for the larger 2 Peachtree Project, address concerns, and align the project with local development goals.

1.3 Regulatory Approvals and Permitting

- **Activity:** Secure all necessary regulatory approvals and permits.
- **Description:** Submit plans to local authorities for zoning approval, environmental clearances, and building permits. Coordinate with government agencies to ensure compliance with all relevant regulations.

1.4 Preliminary Design and Conceptual Planning

- **Activity:** Develop initial design concepts for the parking deck.
- **Description:** Create conceptual drawings and layouts that consider capacity, circulation, access points, and integration with residential, retail, and office components. Ensure the design aligns with the overall aesthetic and functional goals of the redevelopment. Specifically, the conceptual design and plans for the redevelopment will be conducted as a part of the response to this RFP. (See Section IV Technical Requirements, Mandatory Scored Requirements).

Stage 2: Design Development

Refine the design of the parking deck to meet project requirements, enhance functionality, and ensure seamless integration with the mixed-use development.

2.1 Architectural Design

- **Activity:** Develop detailed architectural plans.

- **Description:** Refine the initial concept into a detailed design, including structural elements, facades, access points, and connections to adjacent buildings. Ensure the design accommodates various users, such as residents, shoppers, and office workers.
- 2.2 Structural Engineering**
- **Activity:** Conduct structural engineering analysis and design.
 - **Description:** Design the structural framework of the parking deck, considering load-bearing capacities, seismic considerations, and long-term durability. Coordinate with architects to ensure structural elements are integrated into the overall design.
- 2.3 Mechanical, Electrical, and Plumbing (MEP) Design**
- **Activity:** Design MEP systems for the parking deck.
 - **Description:** Develop plans for ventilation, lighting, fire protection, and drainage systems. Ensure that MEP systems are energy-efficient and comply with safety standards.
- 2.4 Sustainability and Green Building Design**
- **Activity:** Integrate sustainable design features.
 - **Description:** Incorporate green building practices, such as solar panels, electric vehicle charging stations, and water recycling systems. Aim for LEED certification or equivalent if required.
- 2.5 Design Coordination and Integration**
- **Activity:** Coordinate design elements with the larger mixed-use project.
 - **Description:** Ensure that the parking deck's design is aligned with the residential, retail, and office components. Coordinate with other design teams to manage interfaces, such as pedestrian walkways, vehicular access, and shared utilities.

Stage 3: Construction Documentation & Procurement

Finalize construction documents and procure materials and services necessary for the successful execution of the project.

3.1 Construction Documentation

- **Activity:** Develop comprehensive construction documents.
- **Description:** Create detailed blueprints, specifications, and schedules for construction. These documents should clearly outline all aspects of the project, including materials, methods, and quality standards.

3.2 Bidding and Contractor Selection

- **Activity:** Solicit bids from qualified contractors. Exercise best efforts to achieve a minimum participation goal (to be proposed) in connection with the construction of the improvements of the Site.
- **Description:** Issue a request for bids based on the construction documents. Evaluate proposals, conduct interviews, and select contractors with the necessary experience and capabilities. Use best efforts in the inclusion of Minority-Owned Businesses and to meet overall EBO goals by providing ample opportunities for MBE's and SBE's to participate and benefit from the project.

3.3 Procurement of Materials and Equipment

- **Activity:** Order materials and equipment for construction.
- **Description:** Coordinate the procurement of structural steel, concrete, MEP components, and other materials. Ensure timely delivery to the site to maintain the project schedule. Implement fair and transparent procurement practices to eliminate barriers and biases that may prevent equal participation.

3.4 Construction Planning and Scheduling

- **Activity:** Develop a detailed construction schedule.
- **Description:** Plan the sequence of construction activities, including site preparation, foundation work, and vertical construction. Establish milestones and deadlines to ensure timely completion.

Stage 4: Construction Management

Execute the construction of the parking deck in accordance with the design and specifications, ensuring quality, safety, and integration with the overall development.

4.2 4.1 Site Preparation

- **Activity:** Prepare the site for construction.
- **Description:** Clear the site, and install temporary utilities. Set up construction fencing and safety measures.

4.3 Foundation and Structural Work

- **Activity:** Construct the foundation and structural elements.
- **Description:** Excavate for the foundation, pour concrete footings, and erect steel or concrete columns and beams, where necessary. Ensure structural integrity through regular inspections.

4.3 MEP Installation

- **Activity:** Install mechanical, electrical, and plumbing systems.
- **Description:** Run electrical conduits, install HVAC systems, and connect plumbing lines. Ensure all systems are integrated with the overall building services.

4.4 Architectural Finishes and Exterior Work

- **Activity:** Apply architectural finishes and complete exterior work on the remainder of the parking deck.
- **Description:** Install facade materials, windows, and exterior cladding. Paint, apply sealants, and ensure the exterior is weatherproof.

4.5 Interior Finishes and Detailing

- **Activity:** Complete interior finishes and detailing.
- **Description:** Install lighting, signage, flooring, and any necessary interior elements. Ensure the parking deck is functional and aesthetically aligned with the project.

4.6 Integration with Adjacent Components

- **Activity:** Connect the parking deck to adjacent residential, retail, and office spaces.
- **Description:** Install pedestrian walkways, bridges, and elevators. Ensure seamless transitions between the parking deck and other parts of the development.

Stage 5: Testing, Commissioning and Handover

Ensure that the parking deck is fully operational, meets all project requirements, and is ready for use.

5.1 System Testing and Commissioning

- **Activity:** Test all systems to ensure they function as intended.
- **Description:** Conduct tests on electrical, mechanical, and plumbing systems, as well as safety features like fire alarms and sprinklers. Address any issues identified during testing.

5.2 Quality Control and Inspection

- **Activity:** Perform a final inspection and quality control review.
- **Description:** Inspect all aspects of the construction to ensure compliance with design specifications and building codes. Rectify any deficiencies before handover.

5.3 Final Approvals and Occupancy Permit

- **Activity:** Obtain final approvals and permits for occupancy.
- **Description:** Submit final inspection reports and obtain an occupancy permit from local authorities. Ensure all documentation is in place.

5.4 Handover to Operations

- **Activity:** Transfer the completed parking deck to the operations team.
- **Description:** Provide training to the operations staff, deliver as-built drawings, and hand over warranties and maintenance manuals.

5.5 Post-Construction Evaluation

- **Activity:** Conduct a post-construction evaluation.
- **Description:** Review the project's outcomes, gather feedback from stakeholders, and document lessons learned for future projects.

The term of the contract shall be aligned with the agreed upon construction schedule proposed by the successful Respondent.

GENERAL BUSINESS REQUIREMENTS

- A. Provide a summary of fidelity bond coverage and proof of professional liability errors and omissions insurance that meets the requirements provided in *Exhibit C RFP Developers' Insurance Requirements*.
- B. Performance Bond: As part of their proposal submission, the development manager or fee developer must provide a performance bond. This bond will serve as a guarantee for the satisfactory completion of the project in accordance with the agreed-upon terms and conditions. **A copy of the performance bond must be included in the proposal submission.** Furthermore, the original performance bond must be provided upon award of the contract.
 - a. Performance Bond Amount: The performance bond must be equal to 100% of the total project cost
 - b. The bond must be issued by a reputable surety company that is licensed to operate in Georgia
 - c. Bond Validity: The performance bond must remain valid for the entire duration of the project, including any warranty periods specified in the contract.
- C. Non-Collusion Statement: Successful Respondent represents and certifies that its employees, agents, and representatives have not and shall not discuss or disclose the terms of its response to this RFP with any third party other than persons or entities which the Respondent engaged to assist it concerning such response.
- D. Site Zoning Information: The Site is zoned SPI-1, SA1. The SPI-1 Zoning District is designed to encourage and regulate the most intensive types of development expected for the Atlanta Central Business District. The district strives to create a 24-hour, urban environment where people live, work and play. The allowed uses include mixed-uses with residential, commercial, entertainment, cultural, and recreational uses.
 1. Maximum Floor Area Ratio (FAR):
 - a. Non-residential FAR: 25 times net lot area
 - b. Residential FAR: 10 times either the net lot area or gross land area
 2. Open Space Requirements
 - a. Public Open Space Requirements: none
 - b. Total Open Space Requirements (TOSR): none
 - c. Usable Open Space Requirements (USOR) for residential development: 15% of the building floor area or 80% of the lot area; all buildings built before 1950 shall have no minimum usable open space requirement, provided that additions that increase the building footprint by more than ten percent of the pre-1950 footprint shall be subject to said requirements and that the entire development lot and floor area be used in determining these requirements
 3. Maximum building or lot coverage: none
 4. Building Setbacks/streetscape:
 - a. Minimum building setback along each street frontage: 20 feet
 - b. Maximum building setback along each street frontage:
 - c. Public Sidewalks: 5-foot minimum street furniture and tree planting zone, 15-foot minimum sidewalk clear zone
 - d. Streetscape: street trees required along all street frontages at 30-foot spacing apart, streetlights required at 60-foot spacing centered between street trees
 5. Building heights:
 - a. Maximum building height: none
 - b. Minimum building façade height: 36 feet
 6. Driveway curb cuts: permitted only on Alabama Street
 7. Parking: No minimum, except for eating and drinking establishments (1.5 spaces/1,000SF of floor area)

Additional information on the City's zoning classifications can be accessed at the following link:

- E. https://www.municode.com/library/ga/atlanta/codes/code_of_ordinances?nodeId=PTIIICORAN_DECO_PT16ZO

SECTION IV TECHNICAL REQUIREMENTS

The technical requirements below provide a framework of the minimum standards that must be upheld for Respondents. Respondents are encouraged to carefully review all requirements and tailor their proposals accordingly while ensuring compliance with applicable laws and regulations.

MANDATORY REQUIREMENTS

To be considered responsive, responsible, and eligible for award or for selection as a qualified contractor, **Respondents must answer all questions in this section in the affirmative (with a “Yes”) to pass and must be submitted as a part of your response.**

1. The awarded Respondent shall, at a minimum, execute on all deliverables in the Stabilization phase of the scope of work by the first quarter of 2026 prior to the World Cup 2026. **Does the Respondent agree to meet the timeline to execute the deliverables?**
2. Respondent shall deliver the services and deliverables as described in Section III Scope of Work. **Does the Respondent agree to comply with this requirement and provide an original performance bond, upon award?**
3. Respondent shall ensure compliance with all building codes, zoning regulations, environmental regulations, and any other legal requirements. **Does the Respondent agree to adhere to all applicable laws and regulations regarding the development and construction of real estate in the City of Atlanta?**
4. Respondents shall have a minimum of 5 years of experience in project management, construction management, or related fields. **Does the Respondent confirm it has provided similar services to the scope of services provided for a minimum of 5 years?**
5. Respondents shall have at least one team member that maintains an active professional license or certification related to commercial real estate development. **Does the Respondent agree to provide a professionally licensed and/or certified individual to be a key contributing member to providing the Scope of Work?**
6. The Respondent, if awarded, shall comply with all prevailing wage requirements, including Davis-Bacon Act requirements ensuring that all laborers and mechanics employed in the construction, alteration, or repair of the project are paid wages at rates not less than those prevailing for similar work in the locality, as determined by the U.S. Department of Labor. This compliance includes submitting certified payroll records and adhering to any related reporting and enforcement provisions. **Does the Respondent agree to comply with all Davis-Bacon Act requirements when soliciting for work related to this RFP?**
7. Respondent must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than for which it was furnished to Invest Atlanta. Prior to beginning work, the Respondent and its personnel may be required to complete and abide by confidentiality and non-disclosure agreements related to the Project. **Does the Respondent agree to comply with this requirement?**
8. The awarded development manager must work collaboratively and cooperatively with all other development firms and stakeholders associated with the project. The development manager shall foster a collaborative environment, promoting teamwork and cooperation among all parties involved in the project. **Does the Respondent agree to comply with this requirement?**

MANDATORY SCORED REQUIREMENTS (60PTS)

The Respondent's technical proposal shall be structured in alignment with the framework provided below. To be considered responsive, responsible, and eligible for an award or for selection as a qualified

contractor, you must answer all questions in this section. Respondents shall limit their responses for this section to 50 pages total.

A. PROPOSAL OVERVIEW AND COVER LETTER

1. Respondents shall provide a cover letter summarizing the key points of their response. The cover letter shall be executed by an officer or employee of the firm who is authorized to commit the Respondent's resources to IA's proposed transaction. Please limit your transmittal letter to two (2) pages.

B. FIRM/TEAM QUALIFICATIONS & EXPERIENCE (20 PTS)

1. **Provide** a brief history of the Respondent's firm. Responses shall, at a minimum, include the year organized, type of ownership, affiliated companies, and relationships.
 - a. Respondent shall provide an organizational chart and information that clearly explains the ownership and management structure, relationship of each team member and their respective roles and contributions, as well as the lead contact members and decision-making hierarchy of the development team. Include resumes for all principals expected to be involved in the project, highlighting experience with historic renovation and/or adaptive reuse projects.
2. **Provide** the name, job title, address, office telephone number, fax number, and email address of a primary contact person who will be responsible for the day-to-day contact with IA and any backup personnel who would be accessible if the primary contact cannot be reached. The primary contact so identified should be responsible for making the majority of the Respondent's oral presentations, if requested.
3. **Describe** all litigation pending or taken against the Respondent or member of the Respondent's firm related to providing Development management related services for a commercial real estate development.
4. **Provide** the name, title, office location, phone number, e-mail address, and brief resumes (including IA and other state and local housing finance agency experience, as applicable) for the professionals who will be assigned to this project. Include their level of responsibility and availability. Describe the professional background of these individuals, particularly their relevant project management and construction management experience with developments similar to the scope of work described. Please designate the percentage of work for which each team member will be responsible.
5. **Describe** any memberships or certifications that the firm holds with professional organizations for contractors such as, but not limited to, the Associated General Contractors of America, American Institute of Constructors, Construction Management Association of America, Design-Build Institute of America, National Institute of Building Sciences.
6. **Provide** a list of three references from where work of a similar size and scope has been completed within the last five (5) years. Include a brief description of project, size of budget for project, targeted dates of completion or substantial completion if a current project, contact name, phone number, and e-mail address for each reference.
7. **Provide** examples of how you have facilitated effective stakeholder communication in past projects.
8. **Provide** a list of state or local economic development authorities with which the Respondent has partnered and/or provided development related services like those described in Section III Scope of Work above. Responses shall indicate what the current relationship is to each economic development authority.
9. **Describe** the Respondent's experience providing the services or engaging in activities as they relate to the Scope of Services described above.
 - a. **Describe** your understanding of the process steps and procedures for integrating a multi-level parking deck with a mixed-use development.

REDEVELOPMENT VISION AND APPROACH (30 PTS)**Stage 1: Planning and Pre-Development**

1. Respondents shall **provide** a narrative and graphical timeline for deliverables of the Stabilization phase of project. The discussion shall indicate how elements such as budget, design decisions, entitlements, building permits, occupancy permits, and other factors impact the overall timeline. The Respondent shall provide the following information, as well as an explanation of how the Project Services will be implemented to achieve the milestone dates and describe the key milestones and decisions and how each align and work together:
 - a. **Critical path** covering major stages/phases of executing the scope of work described.
 - b. Respondents should include in **GANTT chart** format.
2. **Explain** your strategy for engaging with key stakeholders in a mixed-use development project. How have you successfully gathered input from community members, city officials, and potential tenants in the past? Provide examples of how stakeholder feedback influenced the design and execution of a similar project.
3. **Outline** your experience in obtaining regulatory approvals and permits for similar projects. Describe the process you follow to ensure all necessary approvals are secured in a timely manner. Provide examples of challenges you have encountered in the permitting process and how you addressed them.
4. **Discuss** your approach to developing preliminary designs and conceptual plans for a parking deck within a mixed-use development. How do you ensure that the design aligns with the overall project goals and seamlessly integrates with other components? Provide examples of how your initial design concepts have evolved into final, successful projects.

Stage 2: Design Development

1. **Provide** a Conceptual Site Plan, including diagrams that depict, at minimum, the following:
 - b. General site and development plan indicating any proposed use(s), location, and height of any new buildings;
 - c. Circulation plan, including the location of all vehicular and pedestrian access ways.
2. **Provide** a Conceptual Architectural Design, including the following:
 - d. A minimum of two project renderings demonstrating key visual elements.
 - e. Preliminary building elevations and/or diagrams/drawings/floor plans indicating land use for each floor level.
 - f. Green building and/or sustainability features, including a list of key elements and/or proposed certifications (LEED, Green Globes, EarthCraft, etc.)
3. The Respondent shall provide a list of any additional services or benefits not otherwise identified in this RFP that the Respondent would propose to provide to Invest Atlanta in connection with the Respondent's development of the Property.
4. **Describe** your approach to architectural design for parking decks in mixed-use developments. How do you balance aesthetics, functionality, and user experience in your designs? Provide specific examples of past projects where your architectural design enhanced the overall development. If the Respondent has experience with Parking Deck development that includes street level retail and/or office uses, those should be included.
1. **Explain** how your team addresses the structural engineering challenges of parking deck projects. Describe your process for ensuring structural integrity, load-bearing capacity, and compliance with safety standards. Provide examples of how your engineering solutions have contributed to the success of similar projects.
2. **Discuss** your experience in designing MEP systems for parking decks within mixed-use developments. How do you ensure energy efficiency, system reliability, and integration with other building systems? Provide examples of innovative MEP solutions you have implemented in similar projects.
3. **Outline** your approach to incorporating sustainability into parking deck design. Describe how you have integrated green building practices, such as energy-efficient systems, sustainable materials, and renewable energy sources, in previous projects. Provide examples of any green building certifications your projects have achieved.

4. **Describe** how you manage design coordination and integration across different components of a mixed-use development, particularly considering the redevelopment of the 33 Pryor parking facility will overlap with construction of adjacent new multifamily on the Plaza at 1 Peachtree. How do you ensure that the parking deck is seamlessly connected to residential, retail, and office spaces? Provide examples of how your coordination efforts have prevented or resolved design conflicts in previous projects.

Stages 3,4 & 5: Procurement, Construction and Commissioning

1. **Describe** your approach to the bidding and contractor selection process. How do you evaluate contractor qualifications, manage the bidding process, and ensure that the selected contractor is the best fit for the project? Provide examples of how you have successfully managed contractor selection in previous projects.
2. **Discuss** your experience in procuring materials and equipment for complex construction projects. How do you manage procurement timelines, vendor relationships, and quality control? Provide examples of how your procurement strategies have ensured the timely delivery of materials and equipment while maintaining project budgets.
3. **Explain** how you develop and manage construction schedules for large-scale projects. How do you ensure that all activities are planned and executed on time? Provide examples of how you have mitigated schedule risks and kept projects on track in the face of unforeseen challenges.
4. **Describe** your approach to site preparation for large-scale construction projects, specifically that involve site preparation on an existing structure that with portions of the building still in operation. Provide examples of how your site preparation efforts have set the foundation for successful construction.
5. **Discuss** your experience in managing foundation and structural work for parking decks or similar structures. How do you ensure that the foundation and structural elements are built to the highest standards of quality and safety? Provide examples of how your management of this phase has contributed to the overall success of past projects.
6. **Explain** how you manage the installation of MEP systems in complex projects. How do you coordinate the installation process to ensure that all systems are integrated smoothly and meet performance standards? Provide examples of how your management of MEP installation has resulted in efficient and reliable systems in previous projects.
7. **Describe** your approach to managing architectural finishes and exterior work in large-scale projects. How do you ensure that the exterior of the parking deck meets design specifications and is aesthetically aligned with the overall development? Provide examples of how your attention to detail in this phase has enhanced the outcome of past projects.
8. **Explain** how you manage the integration of the parking deck with adjacent residential, retail, and office spaces. How do you ensure that the transitions between different components are seamless and functional? Provide examples of how your integration efforts have contributed to the success of mixed-use developments.
9. **Describe** your approach to testing and commissioning all systems within a parking deck project. How do you ensure that all systems function as intended and meet project specifications? Provide examples of how your commissioning process has identified and resolved issues before project handover.
10. **Discuss** your experience in obtaining final approvals and occupancy permits for complex projects. How do you ensure that all necessary inspections and approvals are secured in a timely manner? Provide examples of how your management of this phase has ensured a smooth transition to occupancy.

C. CONCEPTUAL BUDGET AND FIRM CAPACITY (10 PTS)

1. **Provide** a conceptual development budget for the Scope of Work. Please break out the budget by phase (Stabilization/Pre-World Cup and Development Phase/Post World cup.
 - a. **Conceptual Development Budget** - A conceptual level development budget showing the project's total development costs, estimating hard costs and soft costs (architectural, engineering, legal and related fees).
 - b. A list of any litigation the firm was involved in during the last five (5) years that may impact the Respondent's ability to execute the Respondent's proposal, including a description of any current, pending or threatened litigation involving the City and/or Invest Atlanta.
2. **Provide** details on the costs/fees associated per phase of the project. Each budget shall be inclusive of Development Management Fee.
 - a. Total Development Budget for the Project.

ADDITIONAL REQUIREMENTS & FORMS

D. CERTIFICATION STATEMENT

The following shall be repeated in the Respondent's Response and signed by an individual authorized to bind the Respondent. Failure to include and provide an original signature of the certification statement may result in rejection of Response.

"I agree to abide by the conditions of this RFP and certify that all the information provided in this Response is true and correct, that I am authorized to sign this Response for the Respondent, and that the Respondent is in compliance with all requirements of the RFP."

Authorized Signature: _____

Name: _____

Title: _____

E. E-VERIFY AFFIDAVIT & SAVE AFFIDAVIT

Provide notarized proof of compliance with Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. (Appendix A) E-Verify. Respondents must comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. All services physically performed within the State of Georgia must be accompanied by proof of your registration with the E-Verify Program, as well as verification of your continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed E-Verify Contractor Affidavit must be submitted to Invest Atlanta (Appendix A-1). To the extent there are subcontractors working on this contract, you are responsible for obtaining a fully signed and notarized subcontractor affidavit from those firms with whom you have entered into sub-contracts (Appendix A-2). In turn, should there be second-tier subcontractors on this project, you must require the subcontractors to obtain E-Verify Affidavits from them.

F. DIVERSITY, EQUITY INCLUSION POLICY

At Invest Atlanta, economic prosperity and competitiveness in Atlanta start with equity—equitable access to opportunity and pathways to wealth creation. It is more than a goal; it is a guiding principle that drives us. We advance our work through this lens to ensure that all Atlantans are positioned to benefit from economic investments in our city, regardless of their zip code.

Invest Atlanta encourages all Respondents to promote opportunities for diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE"), and Small Business Enterprises ("SBE") to compete for business as subcontractors and/or suppliers.

However, nothing herein should indicate that an MBE, FBE, or SBE may not apply and be selected independently, as MBEs, FBEs, and SBEs that meet the qualifications of this ITB are encouraged to submit their qualifications for consideration. For an MBE, FBE, or SBE to participate in the contract, said MBE, FBE, or SBE must be certified as an MBE or FBE and be registered with the City's Office of Contract

Compliance M/FBE Register. SBEs must be registered with the City and are defined as businesses not 2.5 million in gross sales during the recent calendar or fiscal year.

- **City of Atlanta – Office of Contract Compliance (MBE/FBE):**
 Jason Ingram
 68 Mitchell St. SW, Suite 5100, Atlanta, Georgia 30303
 Tel: 404.330.6010
 Fax: 404.658.7359
 email: jingram@AtlantaGa.Gov
- **Small Disadvantaged Business (SDB)** certification by the U.S. Small Business Administration provided they reflect certification because of minority or women-owned status.

If joint responses are permitted within this RFP, a firm selected by the Respondent to jointly respond to this RFP can only satisfy one of three categories. The same firm may not, for example, be listed for participation as an MBE organization and a SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the Response. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Response is submitted. Invest Atlanta is an Equal-Opportunity Employer.

SECTION V

COST PROPOSAL/DEVELOPMENT MANAGEMENT FEE

Invest Atlanta's intent is to structure the cost format to facilitate comparison among all Respondents and foster competition to obtain the best market pricing. Consequently, IA requires that each Respondent's offer be in the format outlined below and within *Exhibit A Development Management Fee Percentage (%)*.

Respondents shall propose a Fee Developer model. Additional alternative cost structures/formats to what is presented on *Exhibit A Development Management Fee* may or may not be considered.

Each Respondent is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Respondent's proposal.

By submitting a response, the Respondent agrees that it has read, understood, and will abide by the following instructions/rules:

- (1) Respondent shall complete the cost worksheet in its entirety and shall not leave out any information necessary to conduct the evaluation in its entirety; and
- (2) In the event there is discrepancy between the Respondent's unit price and extended price, the unit price shall govern; and
- (3) The fees/costs quoted and listed for cost proposal shall be the basis of contract negotiation for the resulting development agreement; and
- (4) Fees quoted and listed in the cost proposal shall be valid for a period of 120 days from submittal; and

Enter all information directly into pricing worksheet attachment. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

SECTION VI

EVALUATION CRITERIA AND SELECTION PROCESS

SELECTION CRITERIA

The Selection Committee comprised of Invest Atlanta staff will review qualifications in accordance with the evaluation criteria set forth herein and IA overall objectives and policies. Proposals that are submitted in a timely manner and comply with the mandatory requirements of the RFP will be evaluated in accordance

with the terms of the RFP. Any contract/purchase order resulting from this RFP will not necessarily be awarded to the Respondent with the highest preliminary offer. Instead, a contract/purchase order shall be awarded/issued to the Respondent whose proposal best fits the needs and objectives of Invest Atlanta.

Evaluation Process	Weight of Eval. Process	Evaluation Criteria	Weights of Eval. Criteria
Technical	60 pts	<i>Firm/Team Qualifications and Experience</i>	20 pts
		<i>Redevelopment Vision and Approach</i>	30 pts
		<i>Conceptual Budget and Firm Capacity</i>	10 pts
Cost	40 pts	<i>Developer Management Fee %</i>	40 pts

When evaluating proposals, IA reserves the right to:

- (1) Waive technicalities or irregularities in Responses at its discretion;
- (2) Accept or reject any or all Responses received as a result of this RFP;
- (3) Obtain information concerning any and all Respondents from any source;
- (4) Schedule an oral interview before a review committee from any or all Respondents or Respondents identified within a Competitive Range;
- (5) Select for contract negotiation or award, a Response other than that with the highest score if, in the judgment of IA, it shall serve the public's best interests; and
- (6) Negotiate with the successful Respondent with respect to any additional terms and conditions of the contract

IA may rely on all representations therein for 120 days from the date established for receipt of proposals.

TECHNICAL EVALUATION

As specified with each requirement listed in Section 4: Technical Requirements- Mandatory Requirements, the Respondent must answer all questions in this section in the affirmative (with a "Yes") to pass and must be submitted as a part of your response. To be considered responsive and eligible for an award, all mandatory requirements identified must be met.

Additionally, all requirements described within Mandatory Scored Requirements must be met and completed. The responses to the Mandatory Scored Requirements require a narrative description to be completed. The responses will be evaluated by a team, designated by Invest Atlanta, in accordance with the selection criteria above. Specifically, the responses provided to the Mandatory Scored Requirements serve as the basis for the technical evaluation and score.

COST EVALUATION AND SCORE

Each Respondent will be allocated points based on where their Total Estimated Management Fees lie within the pool of Respondents. Specifically, the Respondent providing the lowest Management Fee will be allocated the most points within the pool or deemed the most responsive.

Additionally, Invest Atlanta strives to make an award to a cost-effective Respondent and maintains a total cost of ownership perspective when evaluating costs/pricing proposals. For clarity, Invest Atlanta will use the Total Estimated Management Fees as the basis for assigning points and overall score.

Invest Atlanta retains the right to perform a price reasonableness analysis or exercise to validate the legitimacy of each proposal. This may include, but is not limited to, requests for additional documentation.

OVERALL COMBINED SCORE

The Respondent's Technical Score will be combined with their respective cost score to determine the Overall Combined Score. Respondents will be ranked based on their Overall Combined Score. A Competitive Range may be determined by identifying any natural groupings or breaks within the pool of Respondents.

After evaluating all proposals in accordance with this section, IA may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Therefore, IA may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

INTERVIEWS/PRESENTATIONS/DEMONSTRATION PROCESS

Invest Atlanta, at its sole discretion, may ask any Respondent to make an oral presentation and/or product/service demonstration without charge to Invest Atlanta. Invest Atlanta reserves the right to require any Respondent to demonstrate to the satisfaction of Invest Atlanta that the Respondent has the managerial, fiscal and technical capabilities to furnish the Scope of Work described within this RFP.

The purpose of the interview/presentation/demonstration, if any, will be to meet and become familiar with the proposed project team and key personnel, understand the project approach and have the ability to meet the stated objectives for the project.

NEGOTIATIONS & BEST AND FINAL OFFERS

Invest Atlanta may invite the top ranked Respondent(s) with a defined competitive range for negotiations. Invest Atlanta reserves the right to negotiate all elements, except legal requirements of any Respondent received.

Invest Atlanta anticipates negotiating, at a minimum, the following elements:

1. Price/Fees
2. Schedule
3. Work Plan
4. Resources

At any time prior to requesting best and final offers, Invest Atlanta may request additional information, samples, or other evidence of the Respondent's performance capabilities from any Respondent in the competitive range to better understand and evaluate the Respondent's offer. Furthermore, Invest Atlanta may request a written best and final offer from all Respondents that have a reasonable chance to be selected for an award. The technical evaluation team will re-evaluate each best and final offer in accordance with the evaluation criteria defined above and may change the final technical evaluation score based upon the information submitted in the best and final offer.

SECTION VI GENERAL TERMS AND CONDITIONS

All qualifications and supporting materials as well as correspondence relating to this RFP become property of Invest Atlanta when received. Any proprietary information contained in the Response should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent(s) and the scope of services. The engagement letter with the Respondent(s), and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the services, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to Invest Atlanta or the City with respect to any debt, (ii) is in default with respect to any obligation to Invest Atlanta or the City, or (iii) is deemed irresponsible or unreliable by Invest Atlanta. If requested, the Respondent shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

D. From the date Invest Atlanta receives a Respondent's proposal through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions or other changes in the configuration of Respondent's proposal or members of Respondent's team.

APPENDICES, ATTACHMENTS & EXHIBITS

- Appendix A E-Verify Affidavit
- Appendix B Site Maps and Survey Results
- Appendix C Walker structural analysis report
- Exhibit A Developer Management Fee
- Exhibit B Developers' Insurance Requirements

Appendix A

CONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, et seq. (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with Invest Atlanta of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with the Act and the Rules through the subcontractor's execution of the subcontractor affidavit provided below.

The undersigned contractor further agrees to provide a copy of each such affidavit to Invest Atlanta at the time the subcontractor(s) is retained to perform such services and to maintain copies of all such affidavits for no less than five (5) years from the date provided to Invest Atlanta and otherwise maintain records of compliance with the Act and the Rules as required.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Employment Eligibility Verification (E-Verify)
User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This ____ day of _____, 201__

Notary Public

My commission expires: _____

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), 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 Invest Atlanta: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned subcontractor further agrees that it will contract for the physical performance of services in satisfaction of the Contract only with sub-subcontractors who present an E-Verify Affidavit to the undersigned subcontractor with the information required by the Act and the Rules. The undersigned subcontractor will forward notice of the receipt of an E-Verify Affidavit from a sub-subcontractor to the Contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an E-Verify Affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the Contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Employment Eligibility Verification (E-Verify)
User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

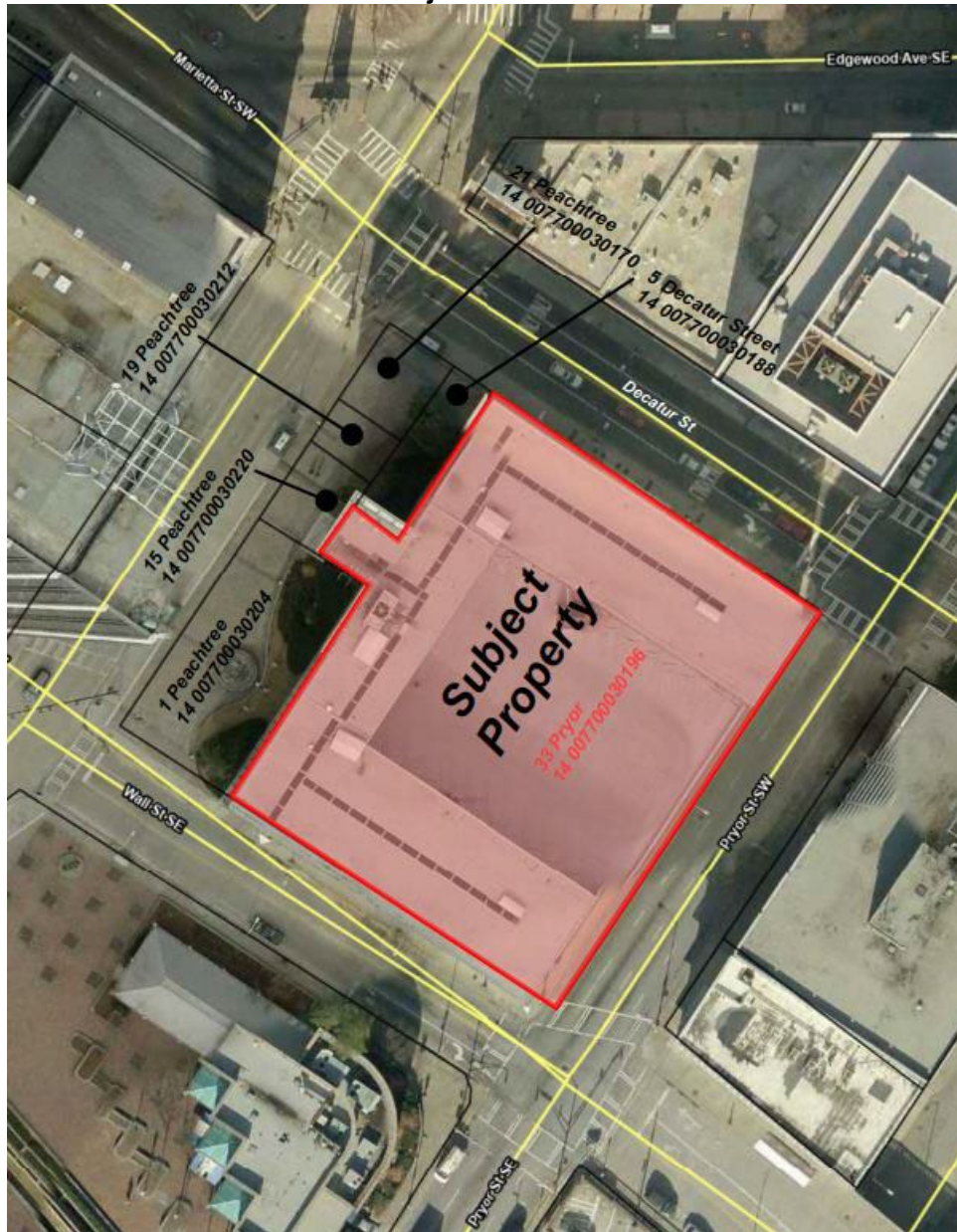
Sworn to and subscribed before me

This ____ day of _____, 201__

Notary Public

My commission expires: _____

Appendix B
Project Location



Vesting Deed Legal Descriptions

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Atlanta, in Land Lot 77 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the northwesterly side of Pryor Street with the southwesterly side of Decatur Street, and running thence in a northwesterly direction along the southwesterly side of Decatur Street 163.05 feet to a point, which point is 61.25 feet southeasterly, as measured along the southwesterly side of Decatur Street from the corner formed by the intersection of the southwesterly side of Decatur Street with the southeasterly side of Peachtree Street; thence in a southwesterly direction along a line, which line forms an interior angle of 90 degrees 05 minutes with the southwesterly side of Decatur Street 76.7 feet to a point; thence in a northwesterly direction along a line, which line forms an interior angle of 269 degrees 55 minutes with the preceding course 25.3 feet to the outside face of a wall; thence in a southwesterly direction along the outside face of said wall 22.3 feet to the outside face of another wall; thence in a southeasterly direction along the outside face of said wall 25.3 feet to a point; thence in a southwesterly direction 116.3 feet to a point on the northeasterly side of Wall Street, which point is 61.3 feet southeasterly, as measured along the northeasterly side of Wall Street from the corner formed by the intersection of the northeasterly side of Wall Street with the southeasterly side of Peachtree Street; thence in a southeasterly direction along the northeasterly side of Wall Street 163.35 feet to the northwesterly side of Pryor Street; thence in a northeasterly direction along the northwesterly side of Pryor Street 214.75 feet to the point of beginning; being more particularly shown on plat of survey designed "Survey of Kimball House Property" made by L. H. Fitzpatrick, C. E., dated September 1959.

EXHIBIT A
Development Management Fee for Proposed Redevelopment (Use spreadsheet)

FINAL OFFER SUBJECT TO NEGOTIATION

Exhibit B
33 Pryor St. RFP Development Managers' Insurance Requirements

- **General Liability:**
 - Limits:
 - \$1M per occurrence
 - \$2M aggregate
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability.
 - No exclusion for abuse and molestation
 - No exclusion for Assault and Battery
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) The Atlanta Development Authority
- **Automobile Liability:**
 - Limits:
 - \$1M combined single limit regarding any auto (or hired and non-owned auto liability if the contractor does not own any autos)
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority
- **Workers Compensation and Employers Liability:**
 - Limits:
 - Workers Compensation: Statutory
 - Employers Liability: \$1M/\$1M/\$1M
 - Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority
- **Umbrella / Excess Liability:**
 - Limit: \$10M

- Including:
 - Insurance carrier must have a minimum A.M. Best's Rating of A- or better and an A.M. Best's Financial Size Category of VIII or better.
 - General Liability, Auto Liability and Employers Liability on the schedule of underlying coverages
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Developers' Professional Liability:

- Limits: \$1M per occurrence
- \$5M aggregate
- Including:
 - Coverage for claims brought by third parties or losses due to any breach of duty; neglect; error; misstatement; misleading statement; omission; or other acts relating to services performed.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Contractors Professional/Pollution Liability:

- Limits: \$1M per occurrence
- \$5M aggregate
- Including:
 - Coverage for claims brought by third parties or losses due to any breach of duty; neglect; error; misstatement; misleading statement; omission; or other acts relating to services performed.
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Cyber Liability – Developer and Contractor:

- Limits: \$1M per occurrence
- \$2M aggregate
- Including:
 - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured
 - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Contractors' Inland Marine Insurance:

- Limits – Coverage for any tools or equipment they bring onto the project.
 - Including:

- Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
- Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Builder's Risk Insurance:

- Limits – Coverage set at the Contract price.
 - Including:
 - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

Property Insurance:

Limits – Coverage at the Replacement Cost

- Including:
 - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
 - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
 - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority

General Requirements

- 30 days' notice of cancellation to The Atlanta Development Authority for all policies.
- All subcontractors will be subject to the same insurance requirements and minimum limits.