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REQUEST FOR PROPOSALS

FOR

33 Pryor Street Parking Deck Abatement Services

November 14, 2025

RESPONSES DUE DATE: December 9, 2025

INVESTATLANTA
Atlanta's Development Authority

WWW.INVESTATLANTA.COM
P 404.880.4100 | F 470.498.4100
133 Peachtree Street NE, Suite 2900
Atlanta, GA 30303

SECTION I
INTRODUCTION

Invest Atlanta (IA) is soliciting competitive, sealed responses ("Responses") from interested and qualified firms to provide Services to Invest Atlanta's Team. **The intent and purpose of the RFP** is to contract with a single firm to provide abatement services for Invest Atlanta (hereinafter, The Project), further described in Section 3 Scope of Work.

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 damage 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 & 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 serve 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 its citizens. Invest Atlanta is the cornerstone of an overall effort to provide economic and development services in a more effective and efficient manner.

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 any questions or comments pertaining to this RFP. All such inquiries must be delivered by **5:00 p.m., December 9th, 2025** to the issuing officer at 33pryorabatementRFP@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 or before the closing of business on **December 2rd, 2025.**

Due Date	Action Required
November 14th, 2026	Release of RFP
The week of November 24th, 2026	Mandatory Pre-Proposal Site Visit
November 26th, 2026	Written Questions Due
December 2rd, 2026	Responses to Written Questions issued
December 9th, 2026	RFP Responses Due
Month of December	Review of RFP Proposals
Mid-January 2026	Anticipated Selection/Award

SUBMISSION INSTRUCTIONS

A. Responses to this Request for Proposal must be submitted electronically **no later than 5:00 p.m., December 9th, 2025**, to the issuing officer at 33pryorabatementRFP@investatlanta.com. Proposals should include all identified components (Responses to Mandatory Requirements, Exhibit A Mandatory Scored Requirements, Exhibit B Fee Proposal and all other requested documentation). Proposals received after the deadline's 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 SERVICES

RFP Background

With this Request for Proposal (RFP), Invest Atlanta intends to procure an **Abatement Contractor** with the purpose of abating and cleaning the 33 Pryor Street Parking Deck. JLL serves as the owner's representative and project manager for this project, and the selected General Contractor will need to work collaboratively with both Invest Atlanta (the owner) and JLL (owner's representative) throughout the project's duration. Facility condition assessment documents will be provided to contractors who attend the mandatory pre-proposal site visit.

As the result of the selection process, Invest Atlanta will select an Abatement Contractor to perform The Work. The total cost of the selected bidder will be used as the contract amount to begin final contract negotiation. Within an agreed timeframe, not to exceed 60 days from award, the parties will finalize the agreement for the Work.

Project Background

The subject property is a 9-story building located at 33 Pryor Street SE, Atlanta, GA 30303. It comprises seven above-grade levels, including the top two floors dedicated to office space, and two below-grade levels used for parking. The structure is approximately 283,117 square feet and occupies a 0.877-acre site with a total of 527 spaces. The structure is cast-in-place, steel-reinforced concrete floors and walls. The interior built-out spaces are conventional steel framing with interior partitions framed in wood and steel. The property was originally constructed in 1960. The building is known to contain hazardous constituents, which may include but not be limited to asbestos, lead-based paint, mold, and polychlorinated biphenyls.

Scope of Work

The successful contractor shall provide all labor, materials, equipment, and supervision necessary to abate and remediate the following base scope items:

- **Asbestos Abatement:** Abate Asbestos Containing Materials (ACMs) suspected in various finishes, tiling, insulation, mastics, and other building materials within the parking deck, office, and retail areas.
- **Mold Remediation:** Remove and clean all areas with active mold and mushroom growth resulting from moisture penetration and flooding.
- **Proper Protection for Lead-Based Paint:** Workers to have proper OSHA protection when working in areas with lead-based paint. Attachment 4, to be provided to contractors following mandatory pre-proposal site visit, will indicate the general location of lead-based paint.

RFP Documents

Invest Atlanta will provide reports to support this RFP. The reports will be provided to contractors who have completed registration for the mandatory pre-proposal site visit.

Project Schedule

The following outlines anticipated milestone dates for the project and are subject to change. Please inform IA if the timelines below do not align with respondents' length of time required for abatement expectations.

A.	Base Scope Completion, 3-month duration	Mid-February to Mid-May 2026
B.	Add-Alternates: Full Abatement Restoration, 3-month duration	Mid-February to Mid-May 2026

Mandatory Pre-proposal Site Visit – 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 is known to contain hazardous constituents, which may include but not be 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. To attend site visit, respondents must register to attend and complete all of the following by 5pm on November 20, 2025:
   a. Email contractor's firm name and attendees' names and positions to 33pryorabatementRFP@investatlanta.com.
   b. Following email registration, all individual attendees will be provided with the site visit date and time, as well as the following documents for signature to be returned to 33pryorabatementRFP@investatlanta.com:
      i. The City's and/or Invest Atlanta's NDA
      ii. The City's and/or Invest Atlanta's Waiver release and indemnity of liability
2. All individuals will be responsible for, at his or her sole expense, providing and wearing their own protective gear, including pants and long sleeves, closed toed shoes/boots, a mask, googles, and/or protective clothing. All individuals are strongly encouraged to wear boots.
3. All individuals will be responsible for, at his or her sole expense, bringing their own flashlight.
4. All individuals agree not to disturb any structures or property on the premises.

GENERAL BUSINESS REQUIREMENTS

A. Provide a Certificate of Insurance proof of insurance meeting the requirements in ***Exhibit A Insurance Requirements.***

B. 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 in concerning such response.

SECTION IV
QUALIFICATION REQUIREMENTS

The proposal requirements below provide a framework of the minimum standards that must be included by firms providing Design-Build Services. Firms 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 Respondent must have a minimum of five years of experience in abatement and/or construction, with a portfolio of at least three successful projects of similar scope and complexity, particularly for public sector or economic development organizations. **Does the respondent confirm it has provided abatement services similar in size and scope to the services described in Section III Scope of Work for a minimum of five years?**
2. The Respondent must be a legally registered business entity, authorized to operate in the United States and the State of Georgia. **Does the respondent comply with this requirement?**
3. Respondents shall have at least one in-house licensed professional with appropriate licensing with a minimum of five years of professional experience in abatement. **Does the Respondent agree to provide a professionally licensed and/or industry certified individual related to the project to be a key contributing member in providing the Scope of Services?**
4. The Respondent must provide ALL deliverables in accordance with Section III Scope of services. The respondent must affirm his/her ability to meet the requirements outlined in the Scope of Services. **Does the Respondent agree to comply with this requirement?**
5. The Respondent shall have adequate financial stability and resources to fulfill fiduciary duties. **Does the Respondent agree** to provide information regarding any projects from which the Respondent was terminated as a firm providing services for cause in the last three years including the reason for the termination? **(Separate attachment may be requested)**
6. The 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?**

MANDATORY SCORED REQUIREMENTS

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. To be deemed responsive and responsible, Respondent's must complete form in its entirety.

A. PROPOSAL OVERVIEW AND COVER LETTER

Respondents shall provide a cover letter summarizing the key points of their response. The cover letter shall be executed by an employee of the firm who is authorized to commit the Respondent's resources to IA's proposed transaction. Please limit your transmittal letter to one (1) page and provide as a separate attachment.

B. COMPANY AND TEAM QUALIFICATIONS (60 PTS)

To be eligible for selection, the contractor must demonstrate the following minimum qualifications:

1. **Professional Certification**: Must be duly licensed, insured, and state-certified for the abatement and remediation of asbestos, lead, mold, and other hazardous materials in the State of Georgia. All ACM testing and remediation activities must comply with applicable EPA and state licensing requirements.
2. **Technical Experience**: Document of at least five years of relevant experience on commercial, multi-story facilities of similar scale and complexity, including parking decks and occupied/operational mixed-use buildings. Proof of successful completion of at least three comparable projects within the last three years is required.
3. **Qualified Personnel**: Provide a full project team including a certified asbestos supervisor, hazardous materials specialist, and site safety officer.
4. **Health & Safety Compliance**: Must submit a comprehensive site-specific Health and Safety Plan (HASP) and OSHA compliance documentation addressing personnel safety, safe removal, transportation, and off-site disposal of hazardous materials, as well as control and prevention of contamination to adjacent areas.
5. **Insurance & Liability Coverage**: Demonstrate ability to provide a list of liability coverage required by the owner. Refer to Exhibit A.
    - General Liability
    - Automobile Liability
    - Workers' Compensation and Employers Liability
    - Umbrella / Excess Liability
    - Cyber Liability
    - Contractors Professional / Pollution Liability
    - Cyber Liability
    - Contractors' Inland Marine Insurance
    - Builder's Risk Insurance
6. **General Requirements:**
    1. 30 days' notice of cancellation to The Atlanta Development Authority and IA 2 Peachtree, LLC.
    2. All subcontractors will be subjected to the same insurance requirements and minimum limits.
7. **References**: Furnish references from previous clients for whom similar abatement and remediation work has been performed.
8. **Regulatory & Reporting**: Must comply with all local, state, and federal regulations. Provide documentation of compliance, including certificates of disposal and final abatement reports, suitable for submission to regulatory authorities and project management.

C. FEE PROPOSAL (40 PTS)

Please provide a detailed fee proposal outlining costs for both the Base Scope – World Cup Refresh and the Add-Alternates - Full Scope Restoration. The proposal should include a clear breakdown of labor, materials, equipment, disposal fees, and any subcontracted services. Pricing for Base Scope items must be itemized, with total cost and anticipated schedule specified. For Full Scope Restoration, list each add-alternate separately with associated costs. All fee proposals should reflect prevailing wage rates, compliance with applicable regulations, and overhead. Please indicate terms of payment, any escalation clauses, and provide a schedule of values to support invoicing throughout the project.

Submission of Response

Submit your proposal via 33pryorabatementRFP@investatlanta.com by 5 P.M. on December 9th, 2025.

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 the 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 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 those second-tier.

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. 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.

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 RFP are encouraged to submit their qualifications for consideration. For an MBE, FBE, or SBE to participate on 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 with less than $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 REQUIREMENTS

Invest Atlanta's intent is to structure the cost format to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Additional alternative cost structures will 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) Cost proposals should be inclusive of all costs associated with the scope of services defined.
(2) Respondent shall not leave out any information necessary to conduct the evaluation in its entirety.
(3) In the event there is a discrepancy between the Respondent's unit price and extended price, the unit price shall govern.
(4) The fees quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract; and
(5) Fees quoted and listed in the cost proposal shall be valid for a period of 60 days from submittal.

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 vendor with the lowest price. Instead, a contract/purchase order shall be awarded/issued to the vendor 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**	*Company and Team Qualifications*	60 pts
Cost	**40 pts**	*Fee proposal*	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 the 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 60 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 scoring rubric 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 respective Total Fees lie within the pool of Respondents. Specifically, the Respondent providing the lowest cost or Total Fees 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 Fixed Fee for the Base Scope plus the Add Alternates 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 on actual costs.

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 Abatement Services.

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 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 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 VII
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.

APPENDIX

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

EXHIBIT

A. Insurance and Liability Coverage Requirement

ATTACHMENTS

Invest Atlanta will provide reports to support this RFP. The reports will be provided to contractors who have completed registration for the mandatory pre-proposal site visit.

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) Date of Authorization
User Identification Number

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

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:

Exhibit A

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 a claim is made, or suit is brought subject to the respective limit of liability.
  - <u>No exclusion for abuse and molestation</u>
  - <u>No exclusion for Assault and Battery</u>
  - The Atlanta Development Authority, ISAOA/ATIMA named as Additional Insured regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

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 regarding ongoing and completed operations
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

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.
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

Umbrella / Excess Liability:

- Limit: $5M
- 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
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
  - Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
  - Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

Cyber Liability:

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

Contractors Professional/Pollution Liability:

- Limits:
  - $1M per occurrence
  - $3M 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.
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

Cyber Liability:

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

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
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

Builder's Risk Insurance:

- Limits
  - Coverage set at the Contract price.
- Including:
  - The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
  - IA 2 Peachtree, LLC, ISAOA/ATIMA as Loss Payee
  - Waiver of Subrogation in favor of The Atlanta Development Authority, ISAOA/ATIMA
  - Waiver of Subrogation in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
  - Notice of cancellation (30 days, except 10 days for nonpayment) to The Atlanta Development Authority and IA 2 Peachtree, LLC

General Requirements:

- 30 days' notice of cancellation to The Atlanta Development Authority and IA 2 Peachtree, LLC.
- All subcontractors will be subject to the same insurance requirements and minimum limits.