



INVESTATLANTA

Request for Proposal

JULY 2023



Table of Contents

Invitation and Purpose 03

Project Information and Invest Atlanta Goals 06

Proposal Preparation and Submission Instructions 13

Evaluation Criteria 20

Exhibits 23

Invitation and Purpose

Invitation and Purpose

Congratulations on being selected as a Qualified Respondent based on your submitted Qualifications Package. This Detailed Request for Proposal (“RFP”) represents the second stage of a two-stage procurement process through which the Atlanta Development Authority d/b/a Invest Atlanta (“Invest Atlanta”) intends to identify and engage a development team (collectively, the “Developer”) that has a demonstrated track record and capacity to successfully execute an adaptive reuse and operation of the buildings located at 2 Peachtree Street and 14 Marietta Street (collectively, the “Project”). Respondents will be asked to submit fully developed Project concepts for all components of the Project, including schematic design drawings, operations plan, financing and development strategies, and a detailed financial pro forma.

This RFP is being made available only to prospective Developers (“Proposers” or “Respondents”) short-listed by Invest Atlanta through stage one of the process, the Request for Qualifications. Proposers have been notified prior to the issuance of the RFP. Proposal submissions in response to this RFP are due no later than **September 1, 2023 at 2:00 PM EST to Invest Atlanta**. Invest Atlanta reserves the right to reject all bids, waive technicalities and informalities, and award in the best interest of the City of Atlanta.

At the conclusion of the RFP process, Invest Atlanta will select a Developer for the Project and enter into exclusive negotiations with the selected Developer. Negotiations will include terms of a lease (the “Lease”) and ancillary documents governing, upon execution, the project’s design, development, financing, ownership, operation and maintenance. Invest Atlanta will consider a conveyance to the selected Developer of the Project improvements in fee simple subject to Invest Atlanta’s reversionary rights upon the expiration or earlier termination of the Lease. Invest Atlanta reserves the right to terminate negotiations with the selected Developer or if Invest Atlanta determines, in its sole discretion, to negotiate with another Developer that participated in the RFP process. Concurrent with negotiations, the selected Developer will engage in a collaborative design process, obtain project approvals and required permits, and comply with established pre-construction, construction, occupancy and post occupancy protocols. It should be noted that in no event will the cost associated with the proposal, negotiation, and following process be reimbursed by Invest Atlanta.

About Invest Atlanta

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



A. Schedule

Pre-Submittal Conference

Invest Atlanta will host a Mandatory Pre-Submittal Conference and Site Tour (“Conference”) on July 14, 2023 at 9:00AM EST.

Tentative Procurement Schedule

The receipt and evaluation of the RFP responses are anticipated to follow the schedule below:

| | |
|--|--------------------|
| Distribution of the RFP | July 7, 2023 |
| Pre-Submittal Conference and Site Tour | July 14, 2023 |
| Deadline for Submittal of Proposers Questions | July 28, 2023 |
| Invest Atlanta Responses to Proposer Questions | August 11, 2023 |
| Submittal Due Date for RFP | September 1, 2023 |
| Proposed Presentations/Interviews | September 15, 2023 |
| Invest Atlanta Submits Questions & Clarifications to Finalist Respondents | September 22, 2023 |
| Additional Interviews with Finalist Respondents | September 29, 2023 |
| Finalist Respondents Submit Best And Final Offer | October 2, 2023 |
| Anticipated Developer Selection | November, 2023 |



B. Inquiries

Designated Point of Contact

This RFP will follow the same procurement communication protocol as the RFQ. Thus, all Proposer communications must be in writing and sent via email to Invest Atlanta Procurement at the following email address: lrussell@investatlanta.com

All communications, including all formal RFP notifications, shall be provided to Proposers via email to contact persons previously designated by Proposers in writing via addendum. Any updates to the Proposers’ contact information shall be provided to Lazerick Russell of Invest Atlanta. Only inquiries received in writing will receive a response. All such written inquiries must be delivered by 5:00 p.m., July 28, 2023. Inquiries received after such date and time will not be considered and will not receive a response. Invest Atlanta will publish all received written inquiries and Invest Atlanta’s responses to those inquiries as an Addendum to this RFP to each shortlisted developer on or before the close of business on August 11, 2023.

Project Information & Invest Atlanta Goals

A. Overview of Development Opportunity

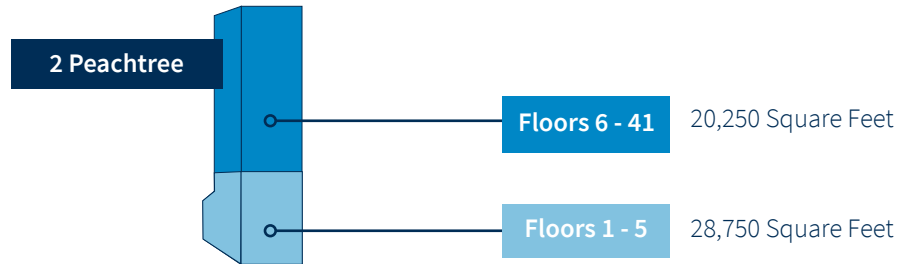
The development opportunity that is the subject of this RFP includes two buildings – 2 Peachtree and 14 Marietta. Respondents are invited to submit their vision to convert the existing office buildings to a mix of residential and other potential uses bringing continued revitalization to the City of Atlanta and the Downtown Market. Submissions will be reviewed by a committee made up of various staff, industry experts, and community members (the “Project Management Committee” or “PMC”) who will evaluate responses and select the development team.

2 Peachtree was the tallest building in the Southeast when it was constructed in 1966, and it remained Atlanta’s tallest until 1976. Designed by Emery Roth & Sons and FABRAP, 2 Peachtree rises 41 stories above Peachtree Street and sits adjacent to both Woodruff Park and the Five Points MARTA Station (“Five Points”), the primary hub of Atlanta’s heavy rail network.

The former headquarters of First National Bank and the State of Georgia Offices, the tower comprises approximately 862,000 gross square feet. With the exception of the antenna towers and associated equipment, the building will not be encumbered by any leases as of the date of Developer selection.

The interior of 2 Peachtree contains an approximately 3,960 square foot core on each floor.

14 Marietta was built in 1940 as the original headquarters of First National Bank prior to the development of the Tower. 14 Marietta is a 7-story building containing 120,000 gross SF. It is the former home of the Andrew Young School of Policy Studies at Georgia State University. The building will not be encumbered by any leases as of the date of Developer selection.



B. Diversity & Inclusion

Invest Atlanta strongly encourages, but does not require, all Respondents to promote opportunities for diverse businesses, including Minority Business Enterprises (“MBE”), Female Business Enterprises (“FBE”), Veteran Owned Business Enterprises (“VBE”), 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 the Developer, 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 as such 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 exceeding \$2.5 million in gross sales during the recent calendar or fiscal year.

Firms interested in obtaining applications for certification should contact these organizations:

- City of Atlanta - Office of Contract Compliance (MBE/FBE): Bruce Bell, Director, Office of Contract Compliance, 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: 404.330.6010, Fax: 404.658.7359, email: bbell@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

A firm selected by the Respondent to jointly respond to this RFP can only satisfy one of the three categories. The same firm may not, for example, be listed for participation as a 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.

C. Community Impact/Neighborhood Revitalization

Proposals should seek to catalyze growth and investment in the Downtown Atlanta community while continually engaging neighborhood stakeholders to ensure equitable access to development benefits.

Community

The City of Atlanta desires downtown to continue its growth as an attractive residential area that is active 24/7. Respondents are encouraged to use creativity when considering potential uses for 2 Peachtree and 14 Marietta. Invest Atlanta believes that a combination of uses, including market-rate residential, affordable housing, student housing, hospitality, office, and retail should be considered, among other potential uses.

2 Peachtree and 14 Marietta are located at a strategic location, connecting Downtown with South Downtown and adjacent to the soon-to-be renovated Five Points MARTA Station, the only MARTA station connecting rail passengers North/South and East/West. Respondents are encouraged to envision creative ways for the buildings and their users to integrate seamlessly into Downtown and to facilitate an improved pedestrian experience in and around the property, including using art within and around the project. Respondents are encouraged to consider the planned renovation to the Five Points MARTA Station and Broad Street Plaza as catalysts for 2 Peachtree and 14 Marietta and imagine creative synergies to benefit future occupants of the Property and those in the surrounding community. Invest Atlanta will work with the City to facilitate and support flexibility in streetscape design.

Invest Atlanta believes that a well-amenitized project, integrating a curated selection of offerings that contributes to the urban living experience, will contribute to the project's success.

Financial

Invest Atlanta has acquired a fee-simple interest in the properties and desires to retain its ownership over the long term. A long-term lease to a developer is envisioned, containing a combination of base rent, participation rent, and capital event participation. Invest Atlanta appreciates the high capital requirements associated with a project of this size and complexity and is prepared to work with respondents to craft a financial structure that achieves Invest Atlanta's goal of earning a return on its investment and is financeable for developers and investors.

Social

Invest Atlanta is committed to including Affordable Housing in the project. Development teams should target a minimum of 200 residential units at 80% AMI or below. Invest Atlanta will prioritize projects with more affordable units at lower AMI levels and Respondents who demonstrate past experience with a mix of LIHTC affordable housing and market-rate apartments. Additionally, Invest Atlanta values diversity, inclusion, and hiring local talent. Respondents who demonstrate an ability to provide opportunities for commercially feasible local female and disadvantaged businesses will be favorably considered.

Invest Atlanta welcomes creative adaptive reuse of the property while recognizing that 2 Peachtree and 14 Marietta are historic buildings and a contributing feature to Atlanta's downtown skyline and streetscape. Respondents should consider the original architecture of the buildings in their vision while also balancing the economic realities and costs of preservation.

Cooperation & Community Engagement

The development plan must demonstrate a long-term commitment to community engagement and work in good faith partnership with neighborhood stakeholders, residents, and businesses. Development proposals must include a plan for community engagement and evidence of your team's commitment to local partnerships.

Sustainability

Invest Atlanta is committed to sustainable development and clean energy practices. Respondents must describe how environmental sustainability will be integrated into the project.

D. Design

Well-designed physical spaces help to reinforce community, equity, contribute to the revitalization of surrounding neighborhoods, and improve access to jobs and essential services for low-income residents. Given the central location of 2 Peachtree and 14 Marietta, design quality should be a key focus of the development teams' submissions.

Some key design elements to address include:

Pedestrian Experience and Connectivity

Improve the pedestrian experience along Peachtree Street, Marietta Street, and Broad Street. In particular, consider how 2 Peachtree can contribute to the activation and improvement of Broad Street for pedestrians, retailers, and those accessing the Marta Station. Create a plan for the connectivity and ingress/egress for the potential mix of uses, including pick-up and drop-off areas. Consider ways to highlight the prominence of the corner of Peachtree and Marietta given its strategic location and unique history.

Floors 3-5 in 2 Peachtree

Creativity in the programming and design for floors 3-5 in the Tower will be required, given the lack of natural light. Consider the ideas proposed by the community in response to the RFI; however, it is not a requirement to implement RFI submissions, and no points will be dedicated to the inclusion of RFI strategies.

Amenities

The conversion should consider strategic amenities for future residents and occupants of 2 Peachtree and 14 Marietta. The top floor of 2 Peachtree should be reserved as a common amenity space available to all tenants in the building. Invest Atlanta and the City require the ability to reserve the top floor for special events.

Lobby Access

Consider and describe how the mix of uses will access the lobby. Will it be entirely shared in common, or will access through the lobby be separated? Invest Atlanta desires Affordable Housing access to be integrated seamlessly with any market-rate housing access.

Residential Unit Mix Integration

Consider and describe how various residential units will be mixed with other unit types. For example, describe how affordable units will be mixed with market-rate units within a given floor. Invest Atlanta requires the Affordable Units to be mixed with any market-rate units to the maximum degree possible and feasible.

Lighting

Prioritize lighting improvements for pedestrians and at entrances to both buildings. Additionally, consider how strategic lighting choices can highlight the building's prominence in the City skyline at night.

Access to Basement Levels

Consider strategic design choices to improve the experience of accessing the lower levels of 2 Peachtree via Lower Wall Street.

One Peachtree Plaza Site

Consider the potential to improve the One Peachtree Plaza Site. At Invest Atlanta's sole option, the land at One Peachtree may or may not be included in the lease.

E. Sustainability, Environment and Health

Invest Atlanta fully supports the Downtown Sustainability Action Plan, a comprehensive plan to reduce the environmental footprint of Downtown Atlanta and build a healthy and economically strong district. Respondents shall provide a narrative describing measurable high-performance sustainable building strategies and construction practices that minimize the negative impact of the building on the environment and occupants. Respondents should consider energy efficiency, conservation of materials, water conservation, and providing a healthy living environment.

Although not a requirement of the RFP, respondents should strive for healthy building design by meeting or exceeding the sustainable building certification scores from a nationally recognized entity, including:

- Enterprise Green Communities certification program
- US Green Building Council's LEED program
- Home Innovation Labs' NGBS Green Certification
- Green Building Initiative's Green Globes Certification
- WELL Building Standards

F. Mixed-Income & Affordable Housing

Mixed-income housing offers significant social and economic advantages for residents, property owners, communities, and the Downtown Atlanta community. Invest Atlanta seeks to maximize the number and types of affordable housing units at 2 Peachtree and 14 Marietta to attract a diverse population. Invest Atlanta encourages respondents to think creatively about how the affordable housing is prioritized within the new development and will provide respondents with the latitude to establish their percentage of affordability, unit mix, and affordability ranges, provided **proposals meet the minimum requirement of 200 units rented to families or individuals earning at or below 80% AMI**. Invest Atlanta seeks a continuum of income levels rather than a strict division between "market-rate" and "low-income" residents.

Affordable housing may be provided for individuals, families, and/or seniors. Invest Atlanta encourages respondents to incorporate innovative design and financing strategies that limit differences in both appearance and amenities between market-rate and affordable units and disperses units at all affordability levels throughout the building(s).



G. Financial Objectives

The economic value of the development to Invest Atlanta is achieved through Invest Atlanta's monetizing its land value and participating in long-term revenues and capital event upside generated from the development of the property. Revenue from the development of the market-rate uses will serve as a source of funds to support the development of affordable units. The development must demonstrate that it is financially feasible and will maximize financial returns to Invest Atlanta while meeting affordability goals.

- **Financial Feasibility:** The development must be financially feasible, with the ability to be developed on-time and within budget. Projects will be analyzed closely to ensure they are viable based on widely recognized financing assumptions.
- **Funding Sources:** Invest Atlanta expects that development partners will demonstrate that they have viable and readily achievable plans to secure or have secured commitments for private and public funds. If respondents anticipate that additional financing must be secured to make the overall deal viable, Invest Atlanta will evaluate the likelihood that this funding will be secured so that the development can commence per the designated timeline. Invest Atlanta will consider letters of support from financial institutions when evaluating financial viability.
- **Return on Invest Atlanta Investment:** By the time of award, Invest Atlanta will have spent approximately \$50M on the site across acquisition, carrying costs, site maintenance and security. Invest Atlanta expects financial proposals to show returns that exceed this amount, either through upfront funds at closing or over time through long-term lease, revenue and capital event participation, or a combination thereof.
- **Invest Atlanta's Role:** Invest Atlanta is open to exploring multiple structures that suit the best development outcome. At 2 Peachtree and 14 Marietta, Invest Atlanta plans to utilize a lease for not less than 75 years.
- **Implementation Plan:** Developers must demonstrate the ability to plan and complete each development component within an acceptable time period agreed upon by Invest Atlanta, and have the necessary capacity to deliver on the scope and scale of the work.



H. Lease of Spaces to the City of Atlanta or Invest Atlanta

As an optional part of the RFP, the City of Atlanta is interested in receiving proposals for several spaces at 2 Peachtree and 14 Marietta. Respondents are not required to propose any or all of the potential subleased spaces identified below; however, if developers are interested in the described tenancy, please complete the Term Sheet in Exhibit G.

Spaces identified for potential sublease include:

- 1 or 2 full contiguous floors located on floors 3-5 of 2 Peachtree
- ~3,000 – 5,000 SF on the ground floor of 2 Peachtree for a police precinct
- 1 or 2 full floors located in 14 Marietta
- ~3,000 - 5,000 SF on the ground floor of 14 Marietta for entrepreneurship activities

I. Documentation

Invest Atlanta shall provide legal documentation to advance the Project through the execution of the Lease, construction, and asset and facilities management. Invest Atlanta shall provide any of the following, including, but not limited to a Non-Disclosure Agreement, Access Agreement, Agreement to Enter into Lease, Lease, Short Form Lease, and Completion Guaranty. Invest Atlanta has provided anticipated Lease requirements in Exhibit F.

The selected Developer will be responsible for performing all required tasks to complete the development and operations of the Project, including planning, design, construction, insurance, bonding, taxes, fees, and entitlements. A comprehensive set of responsibilities and services will be provided in the lease and ancillary documents.

J. No Collusion

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.

Proposal Preparation & Submission Instructions

Proposal Preparation & Submission Instructions

Invest Atlanta is seeking detailed Proposals that comprehensively address all elements described below. Respondent's Proposals shall inform Invest Atlanta about the proposed Project in a manner that assures Invest Atlanta that potential risks to their specific Project's success have been mitigated at the time of Proposal submission. Respondents shall address, to the maximum extent practicable, aspects related to programming, financing, phasing, operations, and all elements of the development with as much specificity as possible.

A. Cover Letter/Executive Summary

Respondents shall provide a Cover Letter introducing the firm or team and the firm's areas of expertise. The letter should also state the full name, address, phone, and fax numbers of the organization and the branch office or other subordinate entity that will perform or assist in completing the services described therein. The Cover Letter must be signed by the Respondent's Designated Representative, who the Respondent certifies as authorized to represent and legally bind the Respondent Team. Indicate the type of firm ownership (individual, partnership, or corporation) and explain any proposed joint venture relationships. Include the state(s) where the firm is incorporated and/or licensed to operate and provide a valid insurance certification.

- **Table of Contents**

Respondents shall provide a complete and clear Table of Contents indicating section headers, subsections, and page numbers.

- **Team**

Respondents shall identify the Respondent's Team that will be involved in the proposed Project. The Team's key individuals shall be identified in an organizational chart detailing each firm's roles and key individuals. Respondents should describe their team's unique value proposition for the Project.

Respondents must also provide evidence of formal relationships between Team members and the Respondent, (e.g., teaming agreements, memorandums of understanding, intent to or completed formation of a special-purpose entity, limited and general partners, if applicable). Identify current project assignments and completion dates for projects currently being managed by key individuals to be assigned to the proposal's project.

- **Executive Summary**

Proposers shall provide a brief written narrative and other supporting materials required below to describe their proposed approach to the project. The purpose of the Executive Summary is to provide Invest Atlanta with a summary of key elements of the Proposal and how such elements will be integrated, managed, and implemented to achieve a successful outcome. The Executive Summary shall state how the proposer intends to achieve the project goals and objectives.

B. Project Vision and Programming

Respondents shall provide a detailed description of the vision and program for the proposed project. Invest Atlanta seeks a forward-thinking development partner ready to embrace the rapidly-changing downtown Atlanta community. Provide a well-articulated vision for the project that is not only economically viable but also socially and environmentally sustainable. Beyond providing a financial return, your vision should establish the Project as a beneficial addition to the community and a positive force for change. Respondents must include detailed descriptions of the mix of uses, including the targeted mix of affordable units as described in Section 2, Paragraph F, the mix of incomes, and the integration of each.

C. Design Approach and Schematic Design

Respondents shall provide a detailed description of the vision and program for the proposed project. Invest Atlanta seeks a forward-thinking development partner ready to embrace the rapidly-changing downtown Atlanta community.

- I. Describe and provide details of the Respondents management plan for the Design, including:**
 - a. The design methodology and general approach
 - b. Approach to coordination with Invest Atlanta and other key stakeholders during the Project design
 - c. Approach to ensuring that design features are aesthetically pleasing, consistent throughout the project, and reflect the local community, sustainability, and accessibility
 - d. How constructability considerations will be included in the design process
 - e. How consideration of services and amenities will be integrated into the design
- II. Design Statement.** The respondent shall state the principle and goals of its proposed designs and how each design achieves the highest quality, consistent with adaptive reuse facilities
- III. Landscape and Hardscape Plans.** Incorporating the Project into the surrounding community is a key goal of Invest Atlanta. Provide exterior rendering(s) detailing creative solutions connecting 2 Peachtree with existing streetscape improvements along Peachtree Street as well as considerations to the Five Points MARTA station. Provide renderings of any proposed revisions to the exterior façade of the buildings. Provide schematic design landscape and hardscape plans. Depict any existing site elements to be demolished.
- IV. Schematic Design.**
 - a. Provide sample floorplan layouts indicating the proposed unit mixes and uses on each floor
 - b. Detailed lobby layout with proposed entrances and exits for various uses
 - c. Amenity plans
 - d. Elevator plan for various floors, including 3-5
 - e. Typical unit layouts; provide layout for each unit configuration, including all affordable housing units and ADA units. Label all spaces in each unit
 - f. Overall floor plans for each floor showing circulation spaces, unit types, and support spaces; ensure that each floor is included. Indicate any typical layouts for more than one floor; for example, “Typical Floor Plan for floors 10 through 15”
 - g. Overall Space Program Chart, which shows how many of each unit type is to be included on each floor and the typical sizes of each unit in square feet.
 - h. Project renderings of key elements and architectural finishes; including residential spaces and shared community spaces and amenities

C. Design Approach and Schematic Design

- i. Proposed plans for the ground floor, including the entry lobby and proposed retail spaces
 - j. Site plan indicating any service drives, off-street, and dedicated parking areas (include parking counts where applicable). Indicate traffic flow on the plan
 - k. Written narrative of proposed mechanical systems for heating and cooling the units and other spaces
 - l. Propose Green Building Standards to be applied from the following: LEED, Enterprise Green Communities, Earthcraft, Energy Star and/or Water Sense, Indoor airPLUS, Atlanta NSP Requirements, or others (Please be specific)
 - m. Describe any proposed improvements to the building façade or other public-facing spaces
- V. MEP Narrative.** Provide a narrative with the basis of the design and strategy of how the Respondent anticipates providing Mechanical Electrical and Plumbing (MEP) services throughout the building.
- VI. Sustainability.** Respondents shall provide a narrative describing measurable high-performance sustainable building strategies and construction practices that minimize the negative impact of the building on the environment and occupants. Respondents should consider energy efficiency, conservation of materials, water conservation, and providing a healthy living environment. Reference which, if any, green building score the project will seek to meet or exceed.

D. Community Outreach and Engagement Plan

Respondents shall provide a written narrative not to exceed two (2) pages describing their approach to engaging with key stakeholders and the surrounding community. This narrative shall describe the types of interactions and engagements the Proposer feels will best seek input from the community and inform stakeholders of Project progress and potential disruptions. Stakeholder engagement is required throughout the entire term of the Project. The selected development team will be expected to participate in public outreach efforts on its own and with Invest Atlanta and community members.

E. Building Operations and Schedule

Proposers shall provide a written narrative detailing their approach to operate and maintain the building once construction is complete. Invest Atlanta intends for the Developer to operate and maintain all aspects of the Project. The Project must be operated and maintained to Class A standards for both residential and commercial portions of the building. Property management standards must be outlined as part of the Proposer's response.

Operations. Respondents shall provide, with as much detail as possible, their intended plan for the long-term operations of the Property. The plan must include a proposed lease-up and marketing plan for speculative elements of the proposed program. The narrative shall also illustrate how the Respondent intends to manage each program component, either directly, through an affiliate, or third-party manager. Respondents are encouraged to describe how potential disparate program components will be managed within the same building.

Maintenance. Respondents shall provide an overview of their proposed 20-year capital expenditure schedule.

The budget and initial 10 years of maintenance budget must be provided once the redevelopments are complete.

E. Building Operations and Schedule

Project Scheduling. Respondents shall provide a narrative and graphical timeline for the development and occupancy of the Project. The discussion shall indicate how elements such as financing (including tax credits), entitlements, 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 phases of the Project (from the start of the negotiating period through each proposed occupancy readiness date). Respondents should include in GANTT chart format.
- b. Key dates related to Proposer's Design-Build Work Plan, including:
 - i. Key milestone dates;
 - ii. Design development;
 - iii. Permitting.
- c. Major construction stages and key milestones.
- d. Detailed activities from the start of the negotiating period through financial close, including design, GMP, site development plans, and permitting.
- e. Detailed design phase activities, including design reviews and permitting.
- f. Scheduled occupancy readiness dates for each building.

The discussion shall include contingencies for achieving each milestone and outline risks associated with achieving each milestone.

F. Development Budget, Financing Plan, & Financial Offer

Financing Plan and Uses. Respondent shall include a "Sources and Uses" table that details the financing structure, all funding sources, and uses during predevelopment, construction, and operations phases of the Project. If the Respondent anticipates pursuing any public sources of capital, the approach and funding sources must be clearly described. The table shall be as detailed as possible regarding specific financing partners, sources, and amounts. Include a narrative describing the financing plan for the project, including discussions on what the Respondent views as the most significant risks with respect to financing the Project and how those risks will be mitigated.

The financing plan shall include the key financing assumptions used in the financial model, including the percentage of debt and equity, cost of debt and equity, the benchmark interest rate and assumed spread on the debt, the amortization term of the debt, the return on costs, NPV, and the minimum equity IRR.

Development Budget. Respondent shall provide a fully functional detailed Development Budget(s) and Proforma utilizing Microsoft Excel that outlines all estimated direct and indirect costs, including hard costs of construction, soft costs, developer fees, as well as financing costs. The Development Budget shall specify key assumptions from predevelopment up to and including stabilized operations, and it shall detail how calculations are made.

F. Development Budget, Financing Plan, & Financial Offer

Pro Forma and Financial Model. The pro forma and financial model shall be a comprehensive model utilizing Microsoft Excel that generates the financial projections contained in the Respondent's financial proposal. The model is being provided to substantiate the project feasibility and the Respondent's financial offer. The Financial Model must, at a minimum, satisfy the following:

- The model must include an executive summary tab including development budget, capital structure, revenue and expense summary, financial offer, and other key return metrics (IRR, yield on costs).
- The model must provide detailed financial projections (cost, revenue, and cash flow projections) on a monthly basis prior to project stabilization and on at least an annual basis thereafter.
- Proposers must avoid the use of circular references in calculations. When used, those references shall be fully detailed.
- If the Financial Model MS Excel file is password protected, the password shall be provided. No part of the Financial Model (cell, column, row, sheet, macro, or otherwise) shall be separately hidden, locked or protected with a password. The Financial Model shall be formatted to facilitate printing through a print option macro.

Financial Offer. Respondents shall prepare a concise written narrative summarizing the proposed financial offer to Invest Atlanta. This narrative should include any incentives the respondents are requesting from Invest Atlanta or the City of Atlanta and proposed Lease terms as outlined in the following paragraph.

Basic Business Terms Proposed for the Lease.

- **Lease Term.** The Respondent must indicate the proposed length of the initial term of the Lease and its proposed number and length of any desired extension terms. Respondent must provide proposals for a 75-year lease term and/or a 99-year lease term as indicated on the following page.
- **Rent and Other Consideration.** The Respondent must clearly state all considerations (whether, fixed, variable, contingent, or capital event participation) that the Respondent proposes to pay Invest Atlanta for the use and occupancy of the Property under the Lease. Variable rent must be based on gross revenues. Invest Atlanta will not agree to a rental structure that includes a share of the Respondent's net income or net profits. Where there is a variable component of rent proposed, please state how it is calculated, and provide an annual schedule of cash flows showing the estimated percentage rent over the term of the lease for each scenario. Where there is capital event participation, it must be based on gross sale proceeds, and please state how it is calculated. The Respondent will also 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 and use of the Property.

F. Development Budget, Financing Plan, & Financial Offer

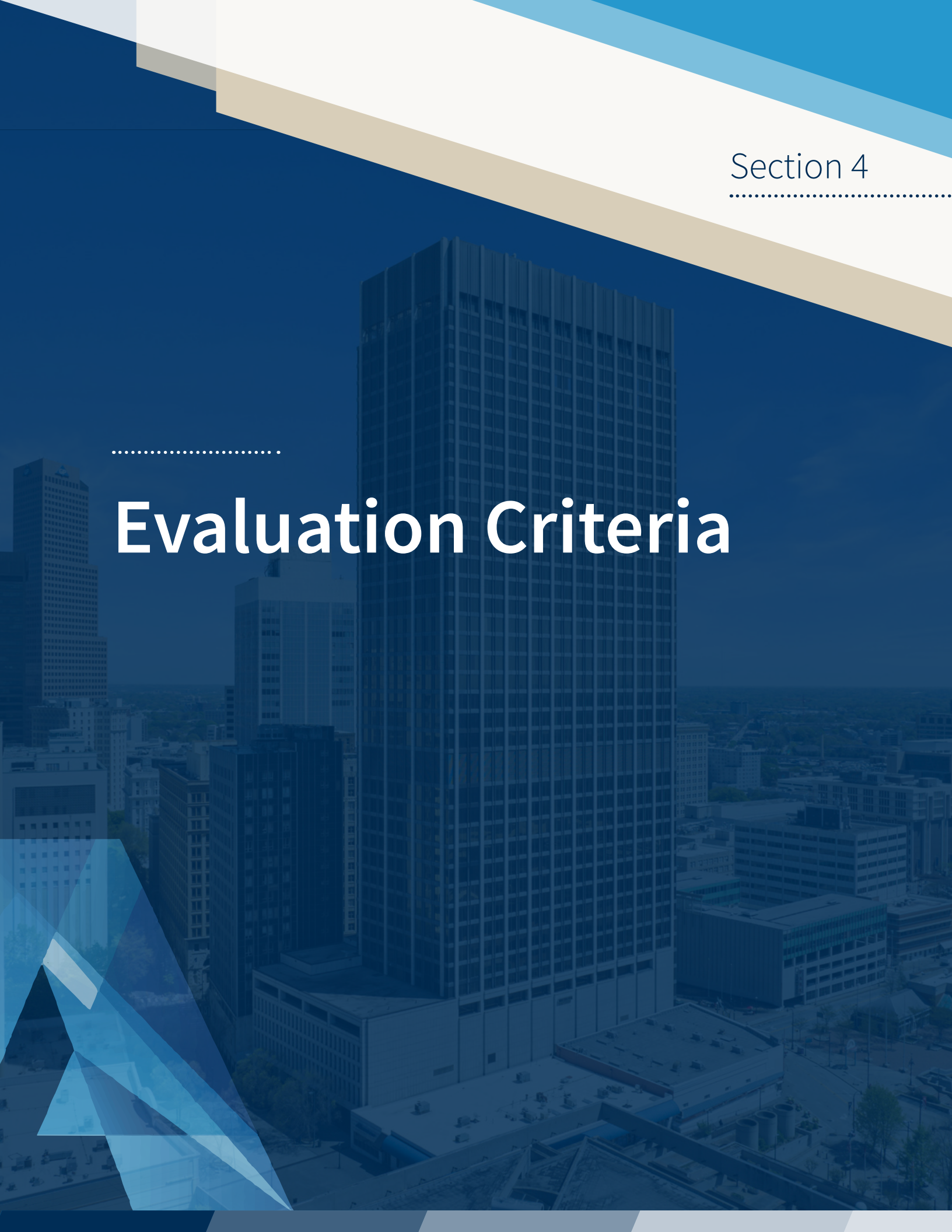
- **Please provide the following rent quotes:**

- i. Base rent only, with no variable rent component, with a 75-year lease term and/or a 99-year lease term. Please include all proposed annual escalations. This structure includes resets to a market rent every 20 years. Such resets will be based on the value of the land and existing improvements, considering all permitted and legal uses;
- ii. Base rent, with a variable rent component, with a 75-year lease term and/or a 99-year lease term. Please include all proposed annual escalations. This structure includes resets to a market rent every 20 years. Please propose a way to keep the fixed rent consistent with land value increases;
- iii. Variable rent only, with no base rent component, with a 75-year lease term and/or a 99-year lease term; and
- iv. Prepaid rent, with a 75-year lease term and/or a 99-year lease term (if Respondent is willing to make this offer).

Proof of Financial Commitment. If available at the time of RFP response, Respondents may provide letters of intent or other evidence of firm commitments by financial partners to finance the Project.



Evaluation Criteria



Evaluation Criteria

As noted, Invest Atlanta is seeking in-depth detailed Proposals that comprehensively address the items discussed above under Response Requirements. Respondents' Proposals should assist Invest Atlanta in making an educated decision about Project success being subject to the least amount of risk when selecting a long-term lessee.

Proposals will be evaluated based on the criteria set forth in the RFP Evaluation Criteria and Scoring Matrix below.

| Category | Elements of Evaluation Category | Points |
|--|---|------------|
| Development Vision and Concept Plan | <ol style="list-style-type: none"> Overall quality and character of proposed project: design, program, integrated mix of uses that includes the requirements for affordable housing described in the RFP. Ability to conceptualize innovative approaches to planning and design challenges Expression of ideas to create a coherent and integrated quality, character, and experience aligned with Invest Atlanta's vision | 30 |
| Financing Plan and Development Budget | <ol style="list-style-type: none"> Capacity to secure financing for the project, including debt and equity and any necessary public incentives Financial feasibility of the proposed operations and capital improvements Reasonableness of Project Budget assumptions | 20 |
| Project Team | <ol style="list-style-type: none"> Expertise of project team/personnel's ability to plan, design, finance, construct, manage, and operate the proposed project, Relevant experience of the individual personnel assigned to work on the project, Relevant affordable housing development experience | 17 |
| Financial Offer | Overall financial value of the project to Invest Atlanta, including total financial returns to Invest Atlanta. This includes but is not limited to fixed rents, participation rents, requested incentives on a present value basis, and alignment with the due diligence process and earnest money deposits described by Invest Atlanta. | 15 |
| Diversity and Inclusion | Inclusion and promotion of diverse businesses including MBE, FBE, VBE, and/or SBE | 8 |
| Schedule | Feasibility of the entitlement, design, and construction schedule proposed for the project and ability to deliver the project on a schedule aligned with Invest Atlanta's vision for completion and occupancy as soon as possible. | 5 |
| Community Engagement Plan | Degree to which the community engagement outreach plan presents a credible approach to engaging the community and stakeholders and soliciting input during the development process | 3 |
| Sustainability | <ol style="list-style-type: none"> Incorporation of sustainability measures and certifications that advance Invest Atlanta's sustainability goals Commitment to the development of sustainable places and buildings, and innovative approach to incorporating an advanced level of sustainability throughout the project | 2 |
| Total | | 100 |

Georgia Open Records Act

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.

Exhibits



Exhibit A

E-Verify Affidavit

Provide notarized proof of compliance with Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-90, et seq. (Exhibit B) 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 (Exhibit B). 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 (Exhibit C). 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 subcontractors.

Exhibit B

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a. The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b. The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c. The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d. The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e. The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f. The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor;
- g. Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit C

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, 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 has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on ____/____/20__ in ____ (city), ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit D

Sub-subcontractor Affidavit Under O.C.G.A. § 13-10-91(B)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit E

Save Affidavit in Accordance with O.C.G.A §50-36-1(e)(2)

INVEST ATLANTA AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

_____ By executing this affidavit under oath, as an applicant for a contract with Invest Atlanta, or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I state the following with respect to my application for a public benefit from Invest Atlanta:

For: _____

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1. _____ I am a United States Citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older

OR

3. _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully presents in United States

All non-citizens must provide their Alien Registration Number below.

Alien Registration number for non-citizens

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

_____ In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute

Signature of Applicant: _____ Date: _____

Printed Name : _____

Sworn to and subscribed before me
This ____ day of _____, 20__

Notary Public
My commission expires: _____

Printed Name and Title of Authorized Officer or Agent : _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit F

Invest Atlanta Lease Requirements

Due Diligence – Diligence materials will be available to Respondents, via a data room, without representation or warranty of any kind following execution of Invest Atlanta’s Non-Disclosure Agreement. Access to the Project will be provided following execution of Invest Atlanta’s Access Agreement.

- a. Lease Term – The proposal must include a 75-year term and/or a 99-year term.
- b. Rent – The rent structure must be consistent with that outlined in Section 3, Paragraph F – Development Budget, Financing Plan, & Financial Offer.
- c. Affordable Housing Requirement – Lessee shall agree that the multifamily rental housing elements of the Project shall at all times remain, subject and subordinate to Invest Atlanta’s affordability requirements. Further, lessee shall pay and perform the duties, obligations, liabilities, and responsibilities agreed upon with Invest Atlanta in a manner which shall be consistent with the affordability requirements and will not take, or permit any third party to take, or omit to so take any actions designed to circumvent the affordability requirements.
- d. Audit Rights - Lessor shall have the right to audit lessee’s books and records to verify the annual revenue generated by lessee from the leasing and operation of the Project, and, in connection therewith, lessee shall retain such books and records for a period of at least five (5) years following the end of each year of the Lease term.
- e. Assignment and Subletting - Lessee may not assign the Lease, in whole or in part, or, prior to completion of the development and construction of the Project, sublease all or any portion of the Leased Premises without the prior written consent of lessor, which consent lessor may grant or withhold in its sole and absolute discretion. Notwithstanding the foregoing, lessee may, upon prior notice to lessor but without having to obtain the prior written consent of lessor, assign the Lease to an affiliate of lessee.
- f. Leasehold Mortgages – Lessee shall have the right to encumber its interest in the leasehold estate created hereby, together with its right, title, and interest in and to the Project, and in and to all rents, income, revenues, issues and profits of lessee now or hereafter incident or belonging to said leasehold estate, under any one or more leasehold mortgages, as security for any indebtedness or obligation incurred for purposes of developing, acquiring, refinancing or otherwise relating to the Project; provided that no leasehold mortgagee or other person that claims by, through, or under such leasehold mortgage or other instrument in the nature thereof shall by virtue thereof acquire any greater right in the land and any Project improvements thereon than lessee. The Lease will contain appropriate leasehold mortgagee protections.
- g. Condition of Leased Premises – Upon selection, the Developer must enter into an Agreement to Enter into Lease (the “Agreement to Enter”) whereby it acknowledges and agrees: (i) that it has fully inspected the Project or has been afforded the opportunity to have fully inspected the Project; (ii) that lessor leases and lessee accepts the Project and each structure, building, fixture, and other items (whether real or personal) constituting a portion of the Project or otherwise constructed or installed by and leased to the lessee “as is” and “where is”; (iii) that lessee shall at all times use the Project solely for the intended use.
- h. Title – Fee title to the Project shall continue to vest in Invest Atlanta or a related entity at all times during the term of the Lease, subject to the leasehold estate and any additional rights expressly and specifically granted to the lessee. Invest Atlanta will consider a conveyance to lessee of the Project improvements in fee simple subject to Invest Atlanta’s reversionary rights upon the expiration or earlier termination of the Lease.
- i. Maintenance of Leased Property – Throughout the Lease term, at lessee’s sole cost and expense, lessee shall keep and maintain the Project all appurtenances thereto, and any and all buildings, other structures, or improvements that may exist on, in, or be made a part of the Project in good and sanitary order, condition, and repair, excepting reasonable or ordinary wear and tear, depreciation and obsolescence, and damage by casualty or condemnation that Lessee is not required by the terms and conditions of the Lease Agreement to repair or restore. Lessee will be obligated to restore the Project following any casualty.
- j. Development – The Lease will contain terms and provisions governing the construction and development of the Project. In addition, a Completion Guaranty from a creditworthy guarantor must be provided in a form approved by Invest Atlanta.
- k. Security Deposit – Lessee must provide a security deposit in the form of cash or a letter of credit to be refunded upon substantial completion of the Project.
- l. Insurance – See Exhibit H for Invest Atlanta insurance requirements.
- m. Access – During the Lease term, lessor will have a right of entry with respect to the Project. The right of entry will include, without limitation, the right to inspect the progress of construction of the Project and examine lessee’s books, records, drawings, engineering and other reports and tests, and other materials related to the Project (excluding privileged communications). Upon receipt of written request, lessee shall notify lessor of regularly scheduled construction meetings for the Project and permit lessor and its designees to attend. Lessor shall also have a right of entry when any uncured event of default is continuing.

- n. Right of First Refusal – Lessor will have a right of first refusal in the event of a sale of the Project or transfer (directly or indirectly) of the ownership interests in lessee.
- o. Permissible and Required Uses of the Project; Intended Use - Lessee may develop and use the Project solely for the use approved by Invest Atlanta. Lessee shall not do any act or thing or permit any act or thing be done in or on the Project that constitute a public or private nuisance.
- p. Alterations to the Project improvements – The Lease will include lessor approval rights with respect to certain alterations of the buildings.
- q. Additional information and documents will be provided via an Addendum to this RFP including a copy of the Agreement to Enter and the Lease.

Exhibit G

Proposal for Lease of Spaces to the City of Atlanta or Invest Atlanta

As an optional part of RFP responses, the City of Atlanta is interested to receive proposals for several spaces in 2 Peachtree and 14 Marietta. Respondents are not required to propose on any or all of the potential subleased spaces; however, if the Respondent would like to propose a sublease to the City of Atlanta, please complete Exhibit G for each space identified. Should the proposals be accepted, a sublease will be negotiated and signed by the Respondent and the tenant.

Premises considered for sublease are listed below. Complete Exhibit G for each space proposed.

1. 1 or 2 full contiguous floors located in floors 3-5 of 2 Peachtree
2. ~3,000 – 5,000 SF on ground floor of 2 Peachtree for a police precinct
3. 1 or 2 full floors located in 14 Marietta
4. ~3,000 – 5,000 SF on the ground floor of 14 Marietta for entrepreneurship activities

Premises:

Term Length: 15 Years

NNN Rental Rate per Rentable SF:

Gross Up Factor: Assume a 10% gross up factor from Usable to Rentable SF. Usable SF will be determined using BOMA guidelines.

Annual NNN Rental Rate Escalation:

Tenant Improvement Allowance:

Renewal Right: Subtenant requires three (3) options to renew at 90% of fair market value with no less than 180 days' notice.

Operating Expenses: Subtenant to participate in pro-rata share of building operating expenses, to be further defined in the sublease.

Exhibit H

Developers' 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
- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
- » The Atlanta Development Authority, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
- » Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
- » Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and 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.
- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured
- » The Atlanta Development Authority, ISAOA/ATIMA as Additional Insured
- » Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
- » Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and 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.
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and The Atlanta Development Authority

Umbrella / Excess Liability:

Limit: \$20M

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
- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
- » The Atlanta Development Authority, ISAOA/ATIMA as Additional Insured regarding ongoing and completed operations
- » Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
- » Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and 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.
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and 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.
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and The Atlanta Development Authority

Cyber Liability – Developer and Contractor:

Limits:

- » \$1M per occurrence
- » \$2M aggregate

Including:

- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Additional Insured
- » The Atlanta Development Authority, ISAOA/ATIMA as Additional Insured
- » Primary and Noncontributory language in favor of IA 2 Peachtree, LLC, ISAOA/ATIMA
- » Primary and Noncontributory language in favor The Atlanta Development Authority, ISAOA/ATIMA
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and 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 IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and The Atlanta Development Authority

Builder's Risk Insurance:

Limits

- » Coverage set at the Contract price.

Including:

- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Loss Payee
- » The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and The Atlanta Development Authority

Property Insurance:

Limits

- » Coverage at the Replacement Cost

Including:

- » IA 2 Peachtree, LLC, ISAOA/ATIMA as Loss Payee
- » The Atlanta Development Authority, ISAOA/ATIMA as Loss Payee
- » Waiver of Subrogation in favor of IA 2 Peachtree, LLC, 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 IA 2 Peachtree, LLC and The Atlanta Development Authority

General Requirements

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



INVESTATLANTA

