



Request for Proposals

**For the Purchase and Redevelopment of
1.82 +/- acres at 890 Memorial Drive,
Atlanta, GA, Land Lot 13**

Due Date: Friday, June 9, 2017 by 3:00pm

**Pre-Proposal Meeting: Tuesday, May 16, 2017 at 11:00am
100 Peachtree Street NW, Suite 2300 Atlanta, Ga 30303 or
Conference call (404) 602-9526 pin 1890199330#**

Proposals shall be sealed and marked with RFP Title.
Emailed submissions will not be accepted.

**Submit one original version (paper), one complete hard copy (paper),
and one electronic copy (CD or flash drive) of the Response to:**

Atlanta BeltLine, Inc.
Attention: Procurement Officer
100 Peachtree Street, NW, Suite 2300
Atlanta, Georgia 30303

Please submit electronic files in a single PDF format.

Refer questions no later than Thursday, May 18th 3:00pm to:

Atlanta BeltLine, Inc.
Attention: Kim Nicholson, Procurement Officer
100 Peachtree Street, NW, Suite 2300
Atlanta, Georgia 30303
knicholson@atlbeltline.org

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SECTION 1: INTRODUCTION

Section 1.1: Purpose of Solicitation

Atlanta BeltLine, Inc. (ABI) is seeking high-quality proposals for the purchase or lease and redevelopment of a portion of land located in Atlanta, Georgia, at or about 890 Memorial Drive, Atlanta, GA 30316, as further identified in this RFP (the "Property"). It is expected that any redevelopment activity taking place on the Property will include a residential component as the primary use (a collateral commercial use in addition to the residential is allowed), with 40% or more of the residential units to be designated as "affordable workforce" (hereinafter defined). Furthermore, any redevelopment must be consistent with the City of Atlanta BeltLine Overlay District Regulations. The Property is located on the Atlanta BeltLine Corridor, as further described under the caption "Property Description" below.

ABI reserves the right to award the right to purchase/lease and redevelop/develop all or a portion of the Property to one Offeror, or to the extent practicable, to award the right to purchase and redevelop/develop distinct portions of the Property to separate Offerors. Individual firms and teams responding to this RFP must demonstrate the capability and resources to consummate the financial closing, have a proven track record of affordable workforce housing development, and have the ability to timely redevelop/develop the Property (or portions thereof) awarded to them.

Section 1.2: Overview of the Atlanta BeltLine Organizational Structure

ABI is issuing this RFP as the Implementation Agent for the Atlanta BeltLine Redevelopment Plan, as briefly summarized herein. ABI is seeking responses from qualified firms/teams ("Offerors") for proposals concerning the purchase/lease and redevelopment/development of the Property identified in Section 2.

The Atlanta BeltLine project is a complex, public infrastructure-driven project, undertaken with the participation of a number of key partners and stakeholders from both governmental and private sectors. ABI was formed by the Atlanta Development Authority (d/b/a "Invest Atlanta") to lead its implementation. Any necessary coordination with Invest Atlanta should be conducted via ABI.

Invest Atlanta is comprised of the Urban Residential Finance Authority, Downtown Development Authority and the Atlanta Economic Renaissance Corporation, along with the subsidiary, Atlanta BeltLine, Inc. Invest Atlanta is the official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta's economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta.

Additionally, there are a number of other partners/stakeholders, including the Atlanta BeltLine Partnership, PATH Foundation, Trees Atlanta, MARTA, and neighborhood residents through the BeltLine community engagement framework, who play a key role in Atlanta BeltLine implementation.

Section 1.3: Atlanta BeltLine Overview

About the Atlanta BeltLine

The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta BeltLine is a sustainable redevelopment project that will provide a network of public parks, multi-use trails and transit along a historic 22-mile railroad corridor circling downtown and connecting many neighborhoods directly to each other. Atlanta BeltLine, Inc. (ABI) is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including City of Atlanta departments.

Section 1.4: Lofts at Reynoldstown Crossing Background and Phase I

Chester Avenue Lofts, LLC (CAL) an entity controlled by ABI, purchased 890 Memorial Drive out of receivership in 2011 and completed the development of 29 condominium units and one commercial space. Twenty-eight of the units were sold as workforce housing to families earning under \$69,000 in 2012. Amenities include a pool, hot tub, rooftop deck, and club room. The commercial space is occupied by the Atlanta PATH force, a unit of the Atlanta Police Department (APD). The condo association owns the footprint of the building, pool deck, and a small sliver of land between the building and Memorial Drive. This development is referred to as Phase I in this RFP. Please see *Exhibit D* for a more detailed survey.

CAL Purchase and Sale Agreements and the Condominium Declaration allot 30 parking spaces to the existing 29 residential units, which can be moved anywhere on the site. APD's current lease with ABI is year-to-year, and allocates 15 dedicated spaces to the Atlanta Police Department. A Declaration of Easements and Covenants to Share Costs allows access from the Property to the amenity deck, rooftop deck, vertical circulation, and other elements in Phase I. The Reference Information Documents (*Exhibit C*) includes the a Purchase and Sales Agreements, Condominium Declaration, condominium plat, Declaration of Easements and Covenants to Share Costs between Phase I and the Property owned by CAL, and APD's current lease and amendment.

Section 1.5: Area Description

Memorial Drive in the Reynoldstown and Cabbagetown neighborhoods in Atlanta, Georgia is undergoing a transformation. A summary of development activity can be found in Atlanta Magazine here: <http://www.atlantamagazine.com/news-culture-articles/these-26-projects-will-radically-transform-memorial-drive/>.

SECTION 2: PROPERTY DESCRIPTION

The entire Property is approximately 1.82 (+/-) acres, including the existing condo building and amenity area, with frontage located along Memorial Drive and Chester Avenue. The Property has not yet been subdivided from Lofts at Reynoldstown Crossing Phase I. The Condo Plat describing the Property (Parcel 2), as well an updated survey of 890 Memorial Drive is attached as *Exhibit D*. The updated survey reflects a small easement at the corner of Chester Ave and Memorial Drive which was sold to the Georgia Department of Transportation. The Property

includes frontage on the Atlanta BeltLine Corridor.

Currently the Property is zoned MRC-3-C. This Property is located in the Atlanta BeltLine TAD and within the Atlanta BeltLine Overlay District. As a result, the proposed Project design and development are subject to the Atlanta BeltLine Overlay District Guidelines and to various other covenants, conditions, restrictions, requirements, and/or public policy objectives designed to assist the City and ABI in implementing the Atlanta BeltLine and achieving its related vision for projects developed along the Atlanta BeltLine corridor.

SECTION 3: PROJECT REQUIREMENTS AND PREFERENCES

Section 3.1: Site Development Requirements for the Property

ABI plans to advance a number of important goals through the development or redevelopment, as the case may be, and use of the Property. The required elements for all Proposals include:

1. Housing with a minimum of 40% of the units meeting the affordability requirements as described in *Exhibit B*.
2. A commitment and feasible approach towards long term affordability exceeding 50 years with public or community control over the decision to convert affordable workforce units into unrestricted units.
3. The residential component must be the primary land use (a collateral commercial use in addition to the residential is allowed). At minimum, the provision of forty five spaces must be provided for Phase I, including 30 spaces for the condominium units and 15 spaces for the ABI commercial space currently leased by the Atlanta Police Department. However, more spaces are recommended for Phase I, per the CAL Vision. The 30 spaces for the Phase I residents must be on-site.
4. Creating space in an appropriate location with suitable ceiling heights and depths that can be programmed for immediate or future commercial or retail. Please note that, at minimum, the space needs to be able to accommodate future commercial or retail, even if the space is immediately programmed as housing.
5. Pedestrian-friendly design of all street and Atlanta BeltLine corridor frontages in keeping with the BeltLine Overlay District.
6. A project design and use of the site which activates the area through interactive Memorial Drive and/or Chester Avenue frontages.
7. A project design that complements and is respectful of Phase I of Lofts at Reynoldstown Crossing. This includes limiting building heights across from Phase I along Chester Avenue to the building height of Phase I. Taller buildings shall be limited to the northern portion of the site.

8. Compliance with design recommendations made by the Design Review Committee including recommendations related to the use of quality materials in construction.
9. A project must qualify and register for one of the following third-party green building certification, as proposed by the applicant:
 - EarthCraft (minimum of “Certified”)
 - GreenGlobes (minimum of two globes rating)
 - LEED (minimum of “Certified” rating)
 - Other third-party certification and minimum rating as approved by Atlanta BeltLine, Inc.
10. Connectivity to surrounding neighborhoods, adjacent developments and the Atlanta BeltLine. This includes providing a pedestrian connection between the Atlanta BeltLine and Chester Ave (in addition to the Memorial Drive sidewalk).
11. Commitment to require that any contractor hired by the Offeror be required to comply with ABI’s First Source Job Policy, a copy of which is attached as *Exhibit F*.
12. Demonstration of financial feasibility through a clear description of sources and uses, including specific partners, subsidies expected, etc.

Section 3.2: Site Development *Preferences* for the Property

Preferences are not required in Projects. The extent to which Projects include the preferences in Section 3.2 will be a key factor in evaluating proposals.

Strong Preferences

Affordable workforce housing is a particularly prioritized and important desired outcome of this project. Therefore the following represent strong preferences:

1. A project that provides a commitment to provide affordable units at or below 50% of Area Median Income (rental) or 100% of Area Median Income (home ownership).
2. A project with a higher price proposal relative to other bidders.

Standard Preferences

3. A project wherein at least 15% of units are three or more bedroom units.
4. A project that clearly articulates a strategy for attracting targeted populations that complement Phase I and the surrounding node.
5. A project that is creative in leveraging partnerships with non-profits in a manner that improves the overall quality of the development, particularly as it pertains to providing affordable workforce housing.

6. A project that carefully considers and maximizes currently available non-TAD affordable workforce housing incentives.
7. A pedestrian-friendly urban design that incorporates exceptional design, exceeding the requirements outlined in Site Development Requirements 6, 7, 8, and 9.
8. A higher density design that is consistent with planned trail and transit routes adjacent to the property, with setbacks which increase as building height increases.
9. A project that will be “Best in Class.”
10. A project that can demonstrate it can close within six months of execution of the purchase and sale or lease agreement.

Section 3.3: ABI Vision

The purpose of this project Vision, as presented in *Exhibit G*, is to (a) demonstrate an example of a project that would be acceptable and feasible on the site, and (b) set the bar for proposals. The Vision was developed with the resources of internal staff and Houser Walker Architects. The Vision is provided in more detail in *Exhibit G*.

The proposals do not have to be consistent with the Vision. We encourage all proposals that meet the requirements in Section 3.1 and maximize preferences in Section 3.2 of this RFP.

However, Offerors can submit a proposal based on the project Vision if they so choose.

Post-award, ABI is willing to supply the background materials of the CAL Project Vision at no cost to the developer.

SECTION 4: ADDITIONAL INFORMATION

Section 4.1: Adjacent Property

A Proposal that states or suggests that it will include adjacent property must include verification of the Offeror’s site control. Site control can include a signed option to purchase from that property owner or other reasonably acceptable evidence, or ownership or control thereof upon submission of the RFP response. Evidence of adjacent property control shall not count against the page limitation for Proposals as otherwise indicated in this RFP. Adjacent property may be utilized in concert with the Property for a larger Overall Development. In such a situation, the Overall Development will be evaluated by the requirements and preferences in Section 3 of the RFP.

Section 4.2: Earnest Money Deposit/Option Price

As a good-faith commitment to proceed, a Thirty Thousand Dollar (\$30,000) nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of a Purchase and Sale Agreement, Option Agreement, or lease agreement with ABI. The non-refundable deposit or option price, (while non-refundable) will be applied to the purchase price upon closing on the sale or lease of the Property.

Section 4.3 Independent Price / Cost Determination

1. By submission of a Proposal, the Offeror certifies in connection with its Proposal:
 - (a) It has arrived at the proposed purchase price (the "Acquisition Price Proposal") and projected costs to be borne by it in connection with the development or redevelopment activities described in the Proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Offeror or with any competitor;
 - (b) Unless otherwise required by law, the costs which have been quoted in the Proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to Award directly or indirectly to any other prospective Offeror or to any competitor; and,
 - (c) No attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.
2. Each person signing the Proposal certifies that he/she is the person in the Offeror's organization responsible within that organization for the decision as to the Acquisition Price Proposal being offered in the Proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. A Proposal will not be considered for Award if it includes any statements or assumptions, or if the Acquisition Price Proposal is dependent upon such altered statements or assumptions, which serve to defeat, delete, amend or otherwise modify the certifications required to be made by the Offeror in 1(a) or 1(c) above. If certification 1(b) has been modified or deleted, the Proposal will not be considered for Award unless the Offeror furnishes with the Proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and ABI determines, in its sole discretion, that such disclosure was not made for the purpose of restricting competition. The conditions herein are not designed to prohibit a potential Purchaser including any contingencies or referencing any assumptions which would impact the value of the Acquisition Price offer.
4. ABI shall be entitled to reasonable transaction costs incurred by ABI in facilitation of the RFP process. This fee shall be designated as a transaction fee in the Purchase and Sale or lease agreement and on the Closing Statement.

SECTION 5: POTENTIAL ABI AND PUBLIC RESOURCES AVAILABLE (but not guaranteed) FOR THE PROPERTY

The items below describe the nature of potential assistance available from ABI. Proposals should outline the scope and nature of the ABI incentives below that the Offeror assumes are necessary for the project to be successful. Please note that ABI and Invest Atlanta do not anticipate providing any cash incentive grants from the Tax Allocation District for the Property. **Applications shall not assume gap financing is available from the Tax Allocation District.**

Section 5.1: Entitlements

ABI and the Purchaser shall work together on the entitlements for this property. ABI will participate in neighborhood, NPU, and City zoning meetings supporting a collaborative site design as agreed upon in negotiations. ABI may facilitate and coordinate with Invest Atlanta, the City of Atlanta, Georgia Department of Community Affairs, and Atlanta Housing Authority on necessary approvals and applications.

Section 5.2: Incentives

ABI and Invest Atlanta do not anticipate providing any cash incentive grants from the TAD for the Property. Applications shall not assume gap financing is available from the TAD.

Section 5.3: Environmental Assistance

ABI is willing to provide assistance with potential environmental clearance issues that may be associated with this Property.

Section 5.4: Engineering Assistance

Atlanta BeltLine Streetcar alignment will likely be adjacent to the proposed development. ABI will work with the proposed development to ensure the best transit and trail alignment for the Atlanta BeltLine Project. ABI will assist with the interface of the development along the BeltLine Corridor with regard to grading and drainage. Furthermore, any construction activities that involve access to the Atlanta BeltLine corridor will require substantial ABI involvement through the design and construction phases.

SECTION 6: REQUIRED PROPOSAL INFORMATION

Section 6.1: Proposals shall be submitted using the following section/index format:

Tab 1: Cover Letter with RFP Project Title, name(s) of the person(s) authorized to represent the Offeror in any negotiations, and contact person's name, mailing or street addresses, phone and fax numbers and email address. A legal representative of the Offeror who is authorized to bind the Offeror in contractual matters must sign the Cover Letter.

Tab 2: Proposal Letter (format attached – *Appendix A.1*)

Tab 3: Project Description: This section shall provide a narrative summary description of the proposed Project. Number and type of residential units, parking provisions, phasing, circulation, and interface with proposed Atlanta BeltLine Corridor improvements, concept, and building design objectives shall be addressed. The narrative description should highlight how the project meets project requirements and select preferences from Section 3.

Tab 4: Target Population: This section shall describe the targeted residents of the units, including income levels for residential units. Anticipated direct marketing to specific

populations (e.g. teachers, seniors, those with disabilities, etc.) should be explicitly noted and explained.

- Tab 5: Plans: This section shall provide a schematic plan including site plan data and schematic floor plans for each level, plus elevations. Plans shall be no larger than 11 inches x 17 inches in size.
- Tab 6: Project Schedule: This section shall include a project completion schedule including start and completion dates and other key dates as identified for action. Proposal must include the time period by which this project will be initiated and completed. Failure to perform, initiate and complete project components within an acceptable time period will trigger ABI's ability to reclaim title on the property or exercise other remedies as will be provided in the Purchase and Sale Agreement, Option, or lease Agreement, as the case may be. If the Proposal includes any outside subsidy the schedule should explicitly identify the timing of any such subsidy.
- Tab 7: Zoning: This section shall describe any and all zoning changes required to complete this project. Identify all entitlements as understood at this stage. Specify all requests to rezone, any necessary special use/administrative permits, and any variances necessary. For minimum yard/setback variances, specify the requested setback (number of feet) and indicate the side of the development where it is needed. For height/transitional plane variances, please indicate the maximum height requested and on which portions of the development it is needed.
- Tab 8: Design Team: Identify the name(s) of executive and professional personnel that will be employed in the work. Include where these personnel will be physically located during the time they are engaged in the work, titles, and what percentage of the work you expect these individuals to perform. Resumes or qualifications of proposed project personnel may be submitted as an appendix.
- Tab 9: Overview of the Organization and Its Services: This section shall give a summary of the Offeror's relevant projects, history, including years in business, locations, size, growth, services and financial stability. Include examples of relevant projects completed by the organization. Include information regarding any pending or recent lawsuits against the organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.
- Tab 10: Professional Qualifications: This section shall include the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, limited liability company or corporation. This information shall be provided for all organizations participating in the development of the Property. If the Proposal is submitted by a lead organization on behalf of several partners/members, list

all key partners/members and their respective roles in the proposal. Identify the technical expertise, which make the organization(s) qualified for this work.

Tab 11: Prior Experience with Affordable Workforce Housing Development: This section shall provide a description of other affordable workforce housing projects completed. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity.

Tab 12: Financial Capacity: This section shall provide a description of the financial capacity of the Offeror, including appropriate documentation and banking references. If available, provide 3 years of audited or certified financial statements. *Documents considered confidential to real estate transactions (including financial statements, references, and letters of interest, excluding project pro forma) will be destroyed after review of the proposals.*

Tab 13: Project Financing: This section shall include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources, and expectations of return. Financial partnerships assumed in the Proposal (e.g., public/private; nonprofit/profit) must be identified. *Documents considered confidential to real estate transactions (including financial statements, references, and letters of interest, excluding project pro forma) will be destroyed after review of the proposals.*

Development budget must include the following sections:

Sources:

- Permanent Debt
- Equity
- Federal Tax Credit Equity
- State Tax Credit Equity
- Other Equity
- Deferred Developer Fee
- TAD Grant
- Other Grants

Uses:

- Acquisition
- Hard Costs
- Contingency
- Soft Costs
- Developer Fee
- Financing Costs
- Operating Reserve

- Other

Ten-year discounted cash flow model (project pro forma) shall reflect project through construction, project stabilization, and sale/disposition. The discounted cash flow model must clearly identify the project return on cost.

Tab 14: Acquisition Price Proposal: This section shall include the amount offered for purchase of the Property, in whole or in part; and, any purchase contingencies proposed. Any financial contingencies must also be identified.

Tab 15: Affordable Workforce Housing: This section shall include how the Offeror plans to fulfill the affordable workforce housing goals required in this RFP and including a summary of the approach to be taken to accomplish the desired goal. This section shall also include details on financing, timing, partners, and expected subsidies or incentives. Specify the terms of affordability (years, permanent, etc.), depth (percentage of affordable units, income requirements), and the unit mix of affordable units. Detail the proposed strategy and partners necessary to achieve the proposed term (number of years) of affordability. Specify whether the proposal includes a commitment to pursuance of Project-Based Rental Assistance. If the plan includes deeper affordability (lower AMI ceilings) and/or longer terms of affordability, this section shall include the strategies employed by the developer to achieve such goals.

Tab 16: Adjacent Property Site Control: If adjacent properties are included in the overall project proposal, provide evidence of site control as referenced in RFP section 4.1.

Tab 17: Indemnification: This section shall include a statement that the Offeror agrees to defend, indemnify and hold harmless Invest Atlanta, ABI, its officers, employees and agents from and against all claims, lawsuits, losses and expenses including attorney's fees arising out of or resulting from the performance of this Award.

Tab 18: First Source Hiring: This section shall include the developer's approach towards local hiring in a manner consistent with First Source. It shall also include an estimate of temporary construction jobs, permanent jobs (if any), and the desired percentage of new hires from Atlanta BeltLine neighborhoods. This section shall also include copies of MBE, FBE, DBE certifications for contractors and subcontractors.

Tab 19: Persons or entities providing proposals to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State if responding on behalf of a business entity.

Tab 20: The following forms found in Appendix A ("Submittal Forms") must be completed and submitted with the proposal:

- Proposal Letter provided on the Offeror's business letterhead
- S.A.V.E. Program Affidavit

- Contractor Affidavit Under O.C.G.A. §13-10-91-(b)(1)
- Receipt of Addenda (signature page of each addendum if any issued)
- Certification of No Organizational Conflict of Interest Certification Form
- Certification Form

Tab 21: References: Each Offeror shall submit a list of at least four references for recent projects. At least one reference from a governmental or other public corporation is recommended, but not required. Each reference must include a point of contact (POC), and email address and a telephone number for the POC. The reference list shall also include the construction dates of each project. Each Offeror shall also submit a financial reference from a bank or other financial institutions attesting to the Offeror's financial capacity and ability to finance a project as proposed.

Proposals must be clear, succinct and not exceed 25 double-sided pages, excluding Proposal Forms and Attachment materials. Any pages that exceed the page limitation may not be read or considered.

All proposals will be evaluated on the completeness and quality of the content. Only those Offerors providing complete information as required will be considered for evaluation.

All proposal materials and attachments will become part of the public file on this matter, without any obligation or liability to ABI after the transaction closes. All costs incurred by the Offeror in preparation of the proposals to this solicitation, including presentations to ABI and/or for participation in an interview shall be borne solely by the Offeror; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a proposal.

SECTION 7: PROCUREMENT SUBMISSION REQUIREMENTS AND SCHEDULE

Section 7.1: Reservation of Rights

Invest Atlanta and ABI expressly reserve the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the Award in any manner which it believes to be in the best interest of Invest Atlanta and ABI.

Furthermore, Invest Atlanta and ABI expressly reserve the right to renegotiate the terms and conditions, policies and requirements associated with this RFP once an Award is made without the need to re-release the RFP.

Section 7.2: Information and Inquiries

A Pre-Proposal meeting will be held at Tuesday, May 16, 2017, 11:00am, at Atlanta BeltLine, Inc., 100 Peachtree Street NW, Suite 2300, Atlanta GA 30303 (a conference call number is available for those unable to attend in person). Requests for information must be made in writing. Unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI no later than Thursday, May 18, 2017, 3:00pm.

Should any prospective Offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective Offeror find any ambiguity, inconsistency, or omission herein, such

person or entity shall make a written request for an official interpretation or correction. All questions concerning the solicitation shall be submitted in writing via email to the ABI Procurement Officer.

ABI staff will make such interpretations or corrections, as well as provide any supplemental or amendatory RFP provisions which ABI may decide to include, but only as a RFP addendum or as officially published responses available to all potential Offerors as provided in this RFP. ABI staff will post (electronic delivery or web posting) addenda to each prospective Offeror recorded as having received a copy of the RFP. Any addendum issued by ABI shall become a part of the RFP. Offerors should consider issued addenda in preparing his or her proposal. Offerors shall insert the information regarding any issued addendum and submit a completed form. Offerors shall sign and return the Addendum Acknowledgment Form with the Proposal.

Inquiries regarding this RFP should be directed by email to:
Kim Nicholson, Procurement Officer
knicholson@atlbeltline.org

Offerors must strictly limit their contact with ABI/IA leadership and staff when seeking information on matters related to the *Property transaction* or the *selection process*. Written questions or comments are the only permitted method of communication, and ABI responses will be disclosed to all Offerors by posting the same on the ABI website, unless they are clearly of a proprietary nature (as determined by ABI). Improper contact may result in disqualification from this procurement process and all subsequent phases of the Project. See also Terms and Conditions.

Section 7.3: Reference Information Documents

Numerous planning and other analyses have been performed with respect to the Atlanta BeltLine Project and are available for public inspection. Certain of these documents are listed in *Exhibit C (Reference Information Documents)* attached hereto. At minimum, Offerors are advised to be familiar with each of these documents prior to submitting a Proposal:

General References:

- Atlanta BeltLine Strategic Implementation Plan
- Atlanta BeltLine Integrated Action Plan
- City of Atlanta BeltLine Overlay District Regulations
- City of Atlanta 2011 Comprehensive Development Plan, as amended

Site-specific References:

- Condominium Declaration
- Condominium Plat
- Condominium Purchase and Sales Agreement
- Declaration of Easements and Covenants to Share Costs
- Chester Avenue Lofts Parking Lease and 1st Amendment
- Phase 1 Environmental Site Assessment – Executive Summary

In addition to the above, the City of Atlanta ordinance requirements for planning, zoning, building, and parking can be accessed via the website currently maintained by Municode located at: <http://library.municode.com/index.aspx?clientId=10376> or requested from the City's Department of Planning and Development, located at 55 Trinity Avenue, SW, Suite 1450, Atlanta, Georgia 30303, whose general telephone number is (404) 330-6070.

ABI does not warrant or guarantee the accuracy of the Reference Information Documents provided under or otherwise described in this RFP. Rather, ABI is providing the related documents and information for background purposes only and not for any other purpose. Potential Offerors are not relieved of their responsibility – and are encouraged – to make personal investigations of the Property and all such Reference Information Documents, and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the propriety of purchasing the Property, planning, designing and financing its development or redevelopment, as the case may be, and undertaking any other development or redevelopment activities contemplated by this RFP or incidental to any other private development activity. In addition, ABI cannot and will not guarantee the timing or completion of all or any portion of the transit and other public improvements contemplated by it and/or the City in connection with the implementation of the Atlanta BeltLine Project. Potential Offerors will assume all risks associated with the ownership of the Property, as and to the extent such are transferred to one or more of them as contemplated in this RFP. As and to the extent awarded, and contingent on execution of, and subject to the terms and conditions of, definitive documents and the related conveyance of title or interests therein to the winning Offeror, the Property will be conveyed "As is, where is" with all faults, latent or patent, and without warranty, express or implied.

Section 7.4: Procurement Schedule

By submitting a proposal, the Offeror is accepting the Terms and Conditions found in Section 8. The schedule is subject to change at the discretion of ABI.

Sealed proposals must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFP with the project title, and the name and address of the Offeror. Proposals received after time or date listed herein will not be considered. Proposals received after the scheduled closing time for filing may be returned to the Offeror unopened.

PROCUREMENT SCHEDULE

Pre-Proposal Meeting	Tuesday, May 16, 2017 at 11:00am
Questions/Inquiries due	Thursday, May 18, 2017 by 3:00pm
Proposals due	Friday, June 9, 2017, by 3:00pm

Section 7.5: Protests

Any protest of the procurement documents or process shall be submitted for resolution to Atlanta BeltLine, Inc., attention: Procurement Officer, 100 Peachtree Street, Suite 2300, Atlanta,

GA 30303. Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than ten (10) calendar days following notification of the action by ABI. A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable.

Section 7.6: Evaluation Process

Each proposal shall be evaluated with the following criteria:

- Overall Project Proposal
- Affordable Workforce Housing
- Price Proposal
- Project Team

An evaluation committee convened by ABI, Invest Atlanta, and potentially members of the public will evaluate the proposals. At the discretion of the committee, follow-up interviews may be conducted before a final selection is made.

Section 7.7: Selection Process

The highest-ranked Offeror(s) will be recommended by the Selection Committee to ABI for the award of the sale or lease of the Property (the "Award"), contingent upon negotiation, execution and delivery of definitive agreements related to the purchase, sale, lease and proposed development/redevelopment of the Property deemed satisfactory to ABI, in their sole discretion.

After the Award, ABI will proceed with negotiations of a mutually acceptable Purchase and Sale Agreement, lease, or Option Agreement, on the terms and conditions that are expected to be substantially similar to those set forth in *Exhibit E: Term Sheet* (attached hereto), with the highest ranked Offeror(s). Notwithstanding the foregoing, the final terms and conditions relating to the acquisition, and sale/lease of the Property may be subject to financing, development commencement, title or other conditions or contingencies, as reasonably determined by ABI. Additionally, all parties will be required to enter into a confidentiality agreement for the duration of the transaction until the requisite legal approvals are obtained.

The Purchase and Sale Agreement, Option Agreement, or lease agreement as the case may be, will not contain any assurances of any rezoning or site plan approvals necessary to complete the proposed project. ABI will provide for a reasonable time in which to obtain such approvals before closing. The Selected Offeror must secure and pay for all plan review fees necessary for the execution of its proposal. If a Purchase and Sale Agreement, Option Agreement, or lease agreement is not successfully negotiated, executed and delivered by ABI and the highest ranked Offeror(s), ABI, at their sole option, may choose to initiate negotiations with any other qualified Offeror, or reopen the entire process. ABI reserve the right to not consider any Proposal that it determines to be unresponsive and/or deficient in any of the information requested for evaluation. A Proposal with all the requested information does not

guarantee the proposing firm will advance in the selection process. The Selection Committee may contact references to verify material submitted by the Offerors.

Section 7.8: Additional Administrative Matters

1. The final Award of the right to enter into one or more Purchase and Sale Agreements, Option Agreements, or lease agreements contemplated under this RFP is contingent upon approval by ABI's Board of Directors.
2. ABI encourages all Offerors to employ a workforce reflective of the region's diversity. All Offerors shall adhere to all non-discrimination requirements as set forth in Federal and State laws and regulations and Atlanta City code provisions.
3. ABI or Offerors shall not create barriers to open and fair opportunities for persons to participate in ABI contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with consultants, contractors, subcontractors and suppliers, Offerors shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
4. ABI is committed to the practice of non-discrimination in the selection of third-parties selected to advance the Atlanta BeltLine Project, with a desire to reflect diversity in the participation of developers, contractors and subcontractors engaged in the Atlanta Beltline effort. All Offerors shall include specific information on the role of Minority and Female Owned Business Enterprises, if any. Applicants must include copies of MBE, FBE, DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

SECTION 8: TERMS AND CONDITIONS

Section 8.1: Project Definitions and Abbreviations

This section consists of abbreviations, definitions, and general rules of interpretation.

ABI. Atlanta BeltLine, Inc. – a funding partner for the Project, developer of assets, project manager and technical lead for the Project, and the contracting entity on behalf of the City of Atlanta.

Agreement. The document executed by ABI and the Consultant entitled “Consulting Services Agreement”. ABI reserves the right to make changes to this draft agreement based upon the final agreed upon scope of work and the negotiations with the selected Offeror.

Apparent Successful Offeror. The Offeror that submits the Proposal that ABI, in its sole opinion, considers the best overall value in accordance with the procedures set forth in the RFP. The apparent successful Offeror will not be awarded the Contract if:

- A. The Offeror fails to comply with all applicable pre-award and pre-execution requirements of the RFP and/or Contract,
- B. The parties are unable to reach agreement during negotiations on the final terms of the contract, or
- C. ABI chooses not to award a contract.

City of Atlanta (COA). A funding partner for the project, and the ultimate Owner of portions of

the project assets that are within its right-of-way.

Disadvantaged Business Enterprise (DBE). A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. For the purposes of this RFP, a DBE must be certified through one of the programs listed in Section 8 of this RFP and meet the specific guidelines contained therein.

Key Personnel. Those persons that the responding firm or team identifies as critical to the successful completion of the work and/or services that are the subject of this solicitation.

Project Manager. The person on the Consultant's team who will be responsible for the management and integration of all components resulting from this contract. The Project Manager shall be responsible for all aspects of the project including the quality of the end product.

Notice to Proceed. "Notice to Proceed" means "Notice to Commence Work".

Offeror. One who submits a proposal in response to a Request for Proposals in competitive negotiation.

Owner(s). The legal or record owner of the property on which the Project is to be constructed, generally the City of Atlanta or The Atlanta Development Authority d/b/a Invest Atlanta acting by and through ABI, the Owners' implementation agent for this Project.

Plans. When the context so indicates, "Plans" mean applicable conceptual, planning, design and drawings including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the Work.

Project Records. Records or data of any type on any media including those produced by the Consultant of Record or its subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

- A. Plans
- B. Working Drawings
- C. Specifications
- D. Stakeholder comments
- E. Design notes and computations
- F. Catalog cuts
- G. Schedules and schedule updates or revisions
- H. Quality control Plans and related documentation
- I. Equal opportunity and affirmative action
- J. Progress Meeting records
- K. Partnering records
- L. Correspondence
- M. DBE participation records
- N. E-mails
- O. Any other documents related to the scope of work.

Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.

Section 8.2: Contract Terms and Conditions

ABI wishes to develop a contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the contract are appropriately protected and to maintain their responsibility to serve as an effective steward of public funds while advancing the Project.

General Terms and Conditions

- A. All applicable State of Georgia and Federal Laws, City of Atlanta and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Offeror and the Project throughout and incorporated herein. The agreement with the selected Offeror, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the agreement, 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 proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Offeror or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to purchase and redevelop the Property.
- D. From the date an Offeror's proposal is received through the date a contract is awarded to an Offeror, no Offeror may make substitutions, deletions, additions or other changes in the configuration of its proposal without ABI's express written consent.
- E. This RFP may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of ABI or when funding is not available for completion of the services requested under this RFP. In the event that this RFP is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this RFP.
- F. Offeror's status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City;
- G. Offeror shall defend, indemnify, and hold harmless ABI, IA and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any negligence or fault or default by the Offeror, its consultants, or subconsultants.
- H. Offeror shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Offeror and ABI, IA or the City.
- I. It is vital that the successful Offeror be knowledgeable of all requirements and guidelines for project delivery processes related to real estate development projects located adjacent to public transportation improvements, to ensure that the transportation components of the Atlanta BeltLine are eligible for all available federal transportation funding at a later date. Appropriate noise and vibration easements, as well as consent to the creation and imposition of assessments by a community improvement or similar special assessment district, as determined by ABI, will be required for the Property as part of any conveyance of interests in same as contemplated in this RFP.
- J. Offeror Joint Ventures may be formally created at any time prior to contract

execution.

- K. The RFP process is confidential (notwithstanding Open Records requirements outlined herein) and Offerors and their consultants are prohibited from discussing the nature of their Proposal with other parties.

Organizational Conflicts of Interest and Excluded Parties

An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant or impair the Consultant's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Offeror shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFP shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of *Appendix A.5*, and submit it as part of its response to this RFP. A response that does not contain this completed form is subject to disqualification.

ABI's existing prime or lead contractors, consultants, subcontractors or sub-consultants are excluded from being eligible to submit a response to this RFP except under the following circumstances:

1. If the contractor, consultant, subcontractor or sub-consultant completes the Certification of No Organizational Conflict of Interest; and
2. If ABI Legal Counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

If the above conditions are met, the Offeror may be considered eligible to participate in this RFP.

Termination of Contract

Although either party shall have the right to terminate the contract upon thirty (30) days' written notice, with or without cause, ABI reserves the right to terminate the contract with thirty (30) days' notice if the Offeror elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

Insurance Requirements

The Offeror shall at all times during the term of the contract maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

- a) Statutory Worker's Compensation Insurance.
- b) Commercial General Liability Insurance.
 - i. \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate;
The following additional coverage must apply:
 - ii. 1986 (or later) ISO Commercial General Liability Form.
 - iii. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
 - iv. Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations).
 - v. Blanket Contractual Liability (included in 1986 or later forms).
 - vi. Broad Form Property Damage (included in 1986 or later forms).
 - vii. Severability of Interest (included in 1986 or later forms).
 - viii. Underground, explosion, and collapse coverage (included in 1986 or

- later form).
 - ix. Personal Injury (deleting both contractual and employee exclusions).
 - x. Incidental Medical Malpractice.
 - xi. Pollution Insurance coverage.
- c) Auto Liability Insurance.
 - i. \$500,000 combined single limit of liability per accident for bodily injury and property damage;
 - ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles;
 - iii. Additional Insured Endorsement.
- d) Professional Liability Insurance with limits of \$2,000,000 per claim and \$4,000,000 in the aggregate.
- e) Contractual Liability, subject to policy terms, conditions and exclusions.
- f) Insurance company must be authorized to do business in the State of Georgia.
- g) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and IA.
- h) The cancellation provision should provide 30 days' notice of cancellation (10 day notice for cancellation due to non-payment of premium).
- i) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- j) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- k) The Offeror shall agree to provide complete certified copies of current insurance policy(ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by the Offeror will be primary over any insurance program carried by ABI.
- l) Offeror shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Offeror and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City of Atlanta and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- m) Offeror waives all rights of recovery against ABI, IA, the City of Atlanta, and their officers, officials, employees, separate consultants, and all subcontractors which Offeror may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Offeror.
- n) Offeror shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, IA, the City of Atlanta, and their officers, officials, employee and volunteers, consultants, separate contractors,

and other subcontractors (including subcontractors of separate contractors).

Code of Ethics

ABI's Code of Ethics applies to this solicitation. The Code of Ethics is included as **Exhibit A**.

Change of Team Members or Key Personnel

Inasmuch as firms and/or teams will be judged based on their response to the RFP, any subsequent changes to the composition of the Offeror that was rated by the Evaluation Committee may result in a different ranking of the team and/or may result in the firm and/or team failing to be determined to be qualified to perform the work.

In order for a firm/ team to remain qualified to submit a proposal, the consultant or a Joint Venture team identified in the response to the RFP must remain on the team for the duration of the procurement process and any subsequent contract award.

Buy America. N/A

Background Checks and Drug Testing

The selected consultant may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through "Livescan" administered by the Georgia Bureau of Investigation.

Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Offerors in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). **See Appendix A.2.**

Prevailing Wage. N/A

Proprietary Information

ABI recognizes that material in its possession or in the possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, *et.seq.* (The "Act"). **Offeror has the obligation to identify proprietary information and trade secrets by clearly marking the documents "Trade Secret" as required by the Act.** If ABI receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to this Agreement, it will immediately notify the Offeror of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the COA shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Offeror to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Proposing firm / team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Offeror shall be required to indemnify ABI, IA and COA for any and all costs, expenses, or claims arising from such matter(s).

Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a Bidder or Offeror to an ABI Employee, Consultant, Contractor, Volunteer, Committee Member, Board Member, Graduate or Undergraduate Fellow, City of Atlanta Official (i.e. City Council Member, Mayor, etc.), or any ABI Affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a Bidder or Offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder or Offeror from consideration or award of a bid or proposal and repeat offenders may be disqualified from responding to solicitations for future projects.

DBE Participation

Atlanta BeltLine TAD was created by the City of Atlanta and as such, applicants seeking funding shall address the City of Atlanta's EBO and SBE objectives. The City has adopted the Equal Business Opportunity Ordinance, City of Atlanta Code of Ordinances 2-441, *et seq.* and a Small Business Opportunity Program, City of Atlanta Code of Ordinances Section 2-1356, *et seq.* Thus, Invest Atlanta strongly encourages applicants to use good faith efforts to promote opportunities for small, local and diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE") and Small Business Enterprises ("SBE") to compete for business as subcontractors, sub-consultants and/or suppliers. For an MBE, FBE, or SBE to participate on the contract, said MBE, FBE, and/or SBE Programs must be certified for inclusion in the City's EBO and/or SBE Programs with the Office of Contract Compliance. Eligible companies must be located within one of the following twenty county areas to be considered for certification in the City's EBO and SBE Programs: Barrow, Bartow, Carroll, Cherokee, Clayton, Coweta, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding and Walton counties.

Companies interested in obtaining applications for certification shall contact:

Larry Scott, Director
City of Atlanta
Office of Contract Compliance
55 Trinity Avenue
Atlanta, GA 30303
(404) 330-6010
lscott@atlantaga.gov

Invest Atlanta and Atlanta BeltLine, Inc. are Equal-Opportunity Employers.

SECTION 9: APPENDICES, EXHIBITS, and FORMS

Appendices:

Appendix A.1: PROPOSAL LETTER (2 PAGES)

Appendix A.2: S.A.V.E. PROGRAM AFFIDAVIT

Appendix A.3: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

Appendix A.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION FORM

Appendix A.5: CERTIFICATION FORM

Exhibits:

Exhibit A: Atlanta Beltline, Inc. Code of Ethics

Exhibit B: Affordable Workforce Housing Information

Exhibit C: Reference Information Documents

Exhibit D: Property Survey and Legal Description

Exhibit E: Term Sheet for Property Located At 890 Memorial Drive, Atlanta, GA 30316

Exhibit F: First Source Job Policy Information

Exhibit G: Project Vision

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APPENDIX A.1: PROPOSAL LETTER

(TO BE PROVIDED ON OFFEROR LETTERHEAD)

Invest Atlanta c/o Atlanta BeltLine, Inc.
100 Peachtree Street
Suite 2300
Atlanta, Georgia 30303

To the Offeror:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same transaction; that the undersigned has carefully read and examined the "Request for Proposal" documents, including the Reference Information Documents, and the Information and Instructions, Scope of Project, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the Property. Further, the undersigned declares that it has extensive experience in successfully implementing the development and/or redevelopment activities required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from Invest Atlanta, ABI, the City of Atlanta, or their respective agents or employees, and that this Proposal is based solely upon the undersigned's own independent investigation, due diligence and business judgment.

If Invest Atlanta accepts this Proposal and the undersigned fails to enter into a definitive contract, furnish the required earnest money deposit or option payment, or provide any requisite insurance documentation at the time of execution of the contemplated Purchase and Sale Agreement or Option Agreement, then the undersigned shall be considered to have abandoned the Award. In submitting this Proposal, it is understood that the right is reserved by Invest Atlanta to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the Award in any manner Invest Atlanta believes to be in its best interest.

COMPANY NAME*: _____
STREET/P. O. BOX: _____
CITY, STATE, AND ZIP CODE: _____
DATE: _____ TELEPHONE: _____
EMAIL: _____
FAX: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME OF SIGNER: _____
TITLE OF SIGNER: _____

* NOTE: If the OFFEROR is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer(s) or agent(s). If OFFEROR is a

partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If OFFEROR is an individual, his or her signature shall be placed above.

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APPENDIX A.2: S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., 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 verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

- 1) _____ I am a United States Citizen.
- 2) _____ I am a legal permanent resident 18 years of age or older.
- 3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and 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. Executed

in _____(city), _____(state).

Signature of Applicant.

Date:

Printed Name of Applicant:

Sworn to and subscribed before me
this _____ day of _____, 201__

Notary Public

My commission expires: _____

APPENDIX A.3: 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, stating affirmatively that the individual, firm or corporation has submitted its qualifications to be considered for engagement in the physical performance of services on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20__ in _____(city), _____(state).

By: _____ 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 (NOTARY SEAL)

My Commission Expires: _____

APPENDIX A.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Offeror's Name: ("Offeror")

Offeror's attention is directed to provisions of the Request for Qualifications (RFP) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Offerors are advised that certain firms will not be allowed to participate on any Offeror's team for the Project because of their work with ABI or the City of Atlanta in connection with the Project or the Project's procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Offeror shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Offeror is awarded the Contract. Offeror shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Offeror or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my proposal is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my proposal is subject to disqualification and/or my contract is subject to termination.

Signature

Name

Title

Company Name

Date

_____, 201__

FOR OFFICIAL ABI USE ONLY:

Upon review of the response Offeror submitted in this certification, it is my determination that an Organizational conflict _____ does / ___ does not exist.

Vice President and General Counsel

Date Atlanta BeltLine, Inc.

APPENDIX A.5: CERTIFICATION FORM

I, _____(name of Offeror), being duly sworn, _____ state that I am _____(title) of _____(firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Proposals (RFP) is full, complete, and truthful.

I further certify that the Offeror and any principal employee of the Offeror has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposed has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize and certify that the proposer acknowledges, agrees and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer and that ABI may contact any individual or entity named in the response to the RFP and any other documents deemed responsive for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the response to the Request for Proposals is submitted for the express purpose of inducing ABI to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, ABI. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C §§1001 or 1341.

Printed Name

Signature

Sworn to and subscribed before me

this _____ day of _____, 201 . Notary Public

My commission expires _____.

EXHIBIT A: ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of the Atlanta BeltLine, Inc. (“ABI”) are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of the Atlanta BeltLine, Inc.
- Family Member - refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.
- State - refers to the State of Georgia.

General

It is essential to the proper operation of ABI that Covered Persons be independent, impartial, and, at all times, act to avoid conflict of interest, impropriety or the appearance of impropriety when acting for or on behalf of ABI. All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.

Fiduciary Duty

As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI. Covered Persons owe a duty to ABI to advance ABI's legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.

Conflicting Interest

A Covered Person is deemed to have a conflicting interest in a decision or action if he or she or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

Participation in ABI Programs

Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in a program of ABI, ABI will not grant a discount, waive fees or make adjustments from established market rates.

Participation in Celebrations

Covered Persons are allowed to participate in Celebrations where ABI has contributed to the matter being celebrated and participants are customarily invited to attend the Celebration.

Requirement to Disclose

Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.

A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which he or she has a conflicting personal or financial interest except by express approval of the Ethics Officer.

Improper Influence

No Covered Person shall attempt to use his or her position to influence any ABI decision or action relating to an organization, entity or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.

Corporate Opportunity

Covered Persons are prohibited from personally taking opportunities that are discovered through his or her position with ABI, using ABI's property or information for personal gain, or personally competing with ABI for business opportunities.

Confidential Information

No Covered Person shall disclose confidential information regarding the property, operations, policies, or affairs of ABI, except when authorized or required to do so by state or federal law, court order, or lawful subpoena. No Covered Person shall use confidential information acquired in an official capacity to advance the financial or personal interest of the Covered Person where such interest would conflict with the legitimate interests of ABI.

Anti-Discrimination Policy

ABI will not discriminate against any program applicant, partner, client, potential client, vendor, potential vendor, employee, or applicant for employment on the basis of race, sex, age, color, religion, national origin, marital status, disability status, veteran status, sexual orientation, or any other basis prohibited by federal, state or local law.

Philanthropic or political preferences and campaign contributions, activities or sponsorships are personal and are not considered conditions of employment or promotion by ABI. No Covered Person shall compel, coerce, or intimidate any other Covered Person to make or refrain from making a philanthropic or political contribution.

Employee-Related Matters

Business Gifts

Employees must avoid situations that compromise, or even appear to compromise, ABI's ability to make objective and fair business decisions. As a result, ABI employees are not allowed to accept any gifts or entertainment from any Contractor or potential business vendor unless it:

- Is not a cash gift;
- Is consistent with customary business practice;
- Is ordinary and reasonable; and
- Does not otherwise violate any federal, state, or local law.

Employees of ABI may not accept travel and lodging from persons or organizations without the approval of the Ethics Officer and the President and CEO.

Discounts

Discounts on any tickets for admission or other right of entry to any entertainment event shall only be permitted if the discounts are made available to all employees.

Honoraria for Speeches & Articles

Honoraria opportunities for employees of ABI must be conducted on the person's own time; not conflict with the person's responsibilities to ABI; and the Ethics Officer must approve of the opportunity in writing. Honoraria for speeches or articles prepared on behalf of ABI should be declined or remitted to ABI.

Nepotism

ABI may employ Family Members as long as such employment does not create a conflict of interest. ABI will not employ a Family Member if his or her work responsibilities, hours, salary, benefits, or other terms of

employment could be influenced by the Covered Person that he or she is related to.

If two employees marry while employed or become part of the same household, then they will be treated in accordance with this section. Any conflict will be dealt with by ABI and may result in termination of employment for one or both employees based solely on the decision by ABI's President and CEO.

Contractual Matters

ABI will not make payments to or receive payments from any party in order to induce the award of a contract or the extension of favorable rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

Code of Violations

Ethics Officer

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:

- Review alleged violations of the Code, ABI policies, or any other law or regulation;
- Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
- Advise Covered Persons regarding ethics questions and concerns; and,
- Propose updates to the Code, as necessary.

Reporting Violations

Covered Persons should promptly report any information indicating that another Covered Person is engaged in or plans to engage in prohibited conduct, a person or entity associated with ABI is engaged in or plans to engage in prohibited conduct, or that a Covered Person has been instructed, directed, or requested to engage in prohibited conduct.

If a Covered Person has concerns regarding any ethics or compliance issue, immediately contact the Ethics Officer at (404) 477-3690. All reports regarding an alleged violation or ethics matter will be reviewed and investigated in a timely manner. The Ethics Officer may share ethical matters with the President and CEO and the Executive Team of ABI. The Ethics Officer and President and CEO may consult with outside counsel, as necessary, to address ethics issues and concerns.

Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI.

Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.

Investigations and Hearings

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If he or she determines there to be probable cause to believe that there is a violation, then the Ethics Officer will recommend action in a written report to the members of the Senior Executive Team, which shall include the Vice President and General Counsel, COO and the CFO.

If the Senior Executive Team also finds there to be probable cause supporting the complaint, then the Ethics Officer shall notify the complainant and the subject of the complaint. The Senior Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Senior Executive Team's decision shall be governed by the preponderance of the evidence standard. The decision of the Senior Team shall be presented to the President and CEO for approval. The decision of the President and CEO is final except in the event of termination of an employee for violation of this Ethics Policy and/or other ABI policies and procedures or a recommendation for removal of a member of the Board of Directors.

In the event that the President and CEO recommends termination of an employee or removal of a member of the Board of Directors for violation of the Ethics Policy and/or other ABI policies and procedures, the employee or board member may appeal said action to the full Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. If the matter involves a member of the Board of Directors, the board member who is subject of the complaint shall not have a vote in the decision regarding the appeal of a disciplinary sanction against him or her. The decision of the Board of Directors shall be final.

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EXHIBIT B: AFFORDABLE WORKFORCE HOUSING INFORMATION

Income Limits

Rental Housing

To qualify for an Affordable Workforce Rental Unit, the family must, at the time of the execution of the applicable lease, have an income (adjusted for family size) that does not exceed the following:

- 60% of the area median income (“AMI”) for the Atlanta-Sandy Springs-Marietta, Georgia HUD Metro FMR Area (as published from time to time by the U.S. Department of Housing and Urban Development). An incumbent tenant who elects to remain in possession of a Targeted Rental Unit after expiration of the initial lease period shall be deemed to satisfy the Tenant Qualifications for any and all subsequent rental terms so long as such tenant's income does not exceed 140% of the income limit that would have otherwise been applicable to a new tenant at the commencement of such subsequent rental term.

For-Sale Housing

To qualify for an Affordable Workforce For-Sale Unit, the family must, at the time of the execution of the applicable sale, have an income (adjusted for family size) that does not exceed the following:

- 120% of the area median income (“AMI”) for the Atlanta-Sandy Springs-Marietta, Georgia HUD Metro FMR Area (as published from time to time by the U.S. Department of Housing and Urban Development) (the “Purchaser Qualifications”).

Maximum Rents

The maximum monthly rental rate, including all mandatory fees, for an Affordable Workforce Rental Unit shall not exceed 30% of the income qualification determined under the Rental Housing portion of the Income Limits section above, adjusted for family size and number of bedrooms as follows: (i) for studio units, using the one person income limit; (ii) for one bedroom units, using the average of the one and two person income limits; (iii) for two bedroom units, using the three person income limit; (iv) for three bedroom units, using the average of the four and five person income limits, and etc.

Maximum Sales Prices

The maximum purchase price shall not exceed three times the income qualification for **100%** of Area Median Income, adjusted for family size and number of bedrooms as follows: (i) for studio units, using the one person income limit; (ii) for one bedroom units, using the average of the one and two person income limits; (iii) for two bedroom units, using the three person income limit; (iv) for three bedroom units, using the average of the four and five person income limits, and etc.

If the Offeror chooses to designate some units at an income limit of 100% of AMI, the associated price shall not exceed three times the income qualification for 80% of Area Median Income, adjusted for family size and number of bedrooms as follows: (i) for studio units, using the one person income limit; (ii) for one bedroom units, using the average of the one and two person income limits; (iii) for two bedroom units, using the three person income limit; (iv) for three bedroom units, using the average of the four and five person income limits, and etc.

Reference Chart

For reference, the 2016 HUD income limits chart and maximum rents and sales prices chart are below. This chart is for 2016 only, and will likely be updated by HUD in early 2017.

FY 2016 Income Limit Category	Persons in Family							
	1	2	3	4	5	6	7	8
30% of AMI	\$ 14,200	\$ 16,200	\$ 20,160	\$ 24,300	\$ 28,440	\$ 32,580	\$ 36,730	\$ 40,890
50% of AMI	\$ 23,650	\$ 27,000	\$ 30,400	\$ 33,750	\$ 36,450	\$ 39,150	\$ 41,850	\$ 44,550
60% of AMI	\$ 28,350	\$ 32,400	\$ 36,450	\$ 40,500	\$ 43,763	\$ 46,988	\$ 50,250	\$ 53,475
80% of AMI	\$ 37,800	\$ 43,200	\$ 48,600	\$ 54,000	\$ 58,350	\$ 62,650	\$ 67,000	\$ 71,300
100% of AMI	\$ 47,250	\$ 54,000	\$ 60,750	\$ 67,500	\$ 72,938	\$ 78,313	\$ 83,750	\$ 89,125
120% of AMI	\$ 56,700	\$ 64,800	\$ 72,900	\$ 81,000	\$ 87,525	\$ 93,975	\$ 100,500	\$ 106,950
140% of AMI	\$ 66,150	\$ 75,600	\$ 85,050	\$ 94,500	\$ 102,113	\$ 109,638	\$ 117,250	\$ 124,775

2016 Workforce Housing Unit Price Maximums					
Income Limit Category	Efficiency	1 BR	2 BR	3 BR	4 BR
Max Rent at 60% of AMI	\$709	\$759	\$911	\$1,053	\$1,175
Max Rent at 50% of AMI	\$591	\$633	\$760	\$878	\$979
Max Rent at 30% of AMI	\$355	\$380	\$504	\$659	\$815

Max Sales Price at 100% of AMI	\$113,400	\$121,500	\$145,800	\$168,525	\$187,950
Max Sales Price at 120% of AMI	\$141,750	\$162,000	\$182,250	\$202,500	\$218,814

Term of Affordability

The affordable workforce units shall remain affordable for at least fifty years with public controls over any decision to convert affordable workforce units into unrestricted units or some other use.

Design

The Targeted Units shall be similar in construction and appearance (e.g., square footage, type and brand of appliances, materials used for countertops, flooring, etc.) to the "Market Rate Units" and shall not be in isolated areas in the Project, but shall be interspersed among Market Rate Units to the extent possible.

Unit Mix

The Targeted Units shall reflect the overall unit mix of the project in direct proportion to the unit mix offered by the property. For example, if the project comprises 10% efficiency units, 25% one-bedroom units, 50% two-bedroom units, and 15% three-bedroom units; then the Targeted Units shall reflect a similar distribution. While the minimum requirement is that the mix be similar to the market rate, it is encouraged to have a higher share of two and three bedroom units.

Conversion from Rental to For-Sale Affordable Workforce Housing

Affordable Workforce Rental Units may be sold as "Targeted For-Sale Units." An approved transition plan must be in place for all occupants of "Targeted Rental Units" as well as a right of first refusal to purchase the unit.

Monitoring

For compliance monitoring of affordable workforce rental housing units, the owner must agree to pay the greater of \$36/affordable workforce unit or \$5,000 per annum to Invest Atlanta, the first two years of which are due at project commencement/closing. After the first two years, monitoring costs may be subject to annual escalations.

EXHIBIT C: REFERENCE INFORMATION DOCUMENTS

General Reference:

Atlanta BeltLine Strategic Implementation Plan
City of Atlanta BeltLine Overlay District Regulations
City of Atlanta 2011 Comprehensive Development Plan, as amended
Atlanta BeltLine Integrated Action Plan

Site Specific:

Condominium Declaration
Condominium Plat
Condominium Purchase and Sales Agreement
Declaration of Easements and Covenants to Share Costs
Chester Avenue Lofts Parking Lease and 1st Amendment
Phase 1 Environmental Site Assessment – Executive Summary

EXHIBIT D: PROPERTY SURVEY AND LEGAL DESCRIPTION

[SURVEY and LEGAL DESCRIPTION NEXT PAGE]

**EXHIBIT E: TERM SHEET FOR PROPERTY LOCATED AT 1016 MONROE DRIVE,
ATLANTA, GA 30306**

1. PURCHASE PRICE

Purchase price to be mutually agreed upon by Seller and Purchaser as a result of Purchaser's Proposal in response to the RFP.

2. AGREEMENT

Seller will deliver to Purchaser a draft of the Purchase and Sale Agreement or Option Agreement, as the case may be, ("Agreement") within ten (10) business days of reaching final terms and executing the Term Sheet pursuant to the RFP and Purchaser's Proposal.

3. EARNEST MONEY

As a good-faith commitment to proceed, a Thirty Thousand Dollar (\$30,000) nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of the Agreement. The non-refundable deposit or option price, while non-refundable, will be applied to the purchase price upon closing on the sale of the Property.

4. DELIVERIES BY SELLER

To the extent the same exists and are in Seller's possession, Seller covenants to deliver the following at its sole cost and expense to Purchaser no later than ten (10) business days after the Effective Date (to be defined in the Agreement):

- A. A copy of any applicable (as determined by ABI) environmental report and any environmental insurance information in respect of the Property in Seller's possession, if any.
- B. A legible copy of the most recent survey of the Property in Seller's possession, and a copy of the most recent owner's title insurance policies with respect to the Property in Seller's possession, together with copies of all exceptions specified therein if in Seller's possession.
- C. A copy of any soils reports on the Land in Seller's possession, if any.
- D. All engineering reports, title insurance commitments and policies and title exception documents, site plans, warranties, guaranties, appraisals, operating contracts, leases, utility bills, permits, plans, maps, topographic and tree surveys, geotechnical reports, building requirements, zoning information, traffic studies and wetlands reports in Seller's possession, if any, with respect to all or any part of the Property.
- E. Copies of all approvals from any governmental entities in Seller's possession, if any, with respect to all or any part of the Property.
- F. Copies of all contracts affecting the Property, in Seller's possession, if any, with respect to all or any part of the Property.

G. Copies of all utility capacity letters in Seller's possession, if any, with respect to all or any part of the Property.

H. Except for Seller's Covenants, Representations and Warranties herein contained, Seller makes no representation or warranty, express, written, oral, statutory or implied in providing the Delivery Items to Purchaser, and all such representations, and warranties are hereby expressly excluded and disclaimed. All Delivery Items are provided for informational purposes only and, together with all third party reports, shall be returned by Purchaser to Seller (or the destruction thereof shall be certified in writing by Purchaser to Seller) if this Agreement is terminated for any reason. Recognizing that the Delivery Items delivered or made available by Seller, pursuant to this Agreement may not be complete or constitute all of such documents which are in Seller's possession or control, but are those that are readily and reasonably available to Seller, Purchaser shall not in any way be entitled to rely upon the completeness or accuracy of the Delivery Items, and will instead in all other instances rely exclusively on its own inspections and consultants with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES

Seller and Purchaser shall make typical and reasonable covenants, representations and warranties with respect to the organization, authority and good standing of the parties including, the absence of liens or outstanding litigation against the Seller or the Property.

6. CLOSING

Closing shall occur at the Seller's attorney's office at a date determined through the negotiation process.

Drafts of the closing documents shall be prepared by Purchaser's counsel and submitted to Seller's counsel for review and approval not later than five (5) business days prior to the Closing Date.

At Closing, Seller shall pay the transfer tax incident to the Deed and any other costs incurred by Seller, such as its attorney's fees. At Closing, Purchaser shall pay its closing expenses with respect to the closing of the transaction contemplated herein, including, without limitation, the cost of any survey obtained by Purchaser, recording fees, the cost of a title examination, the premium incident to any title insurance policy to be issued to Purchaser, and its attorney's fees. Seller and Purchaser shall each pay one half (1/2) of any escrow fees charged by Escrow Agent.

7. EASEMENTS

Certain easements shall be granted by Purchaser to Seller, including, but not limited to:

A. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine Project construction, access, and other easements as determined to be reasonably needed to advance the Atlanta BeltLine Project.

B. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine Project a noise and vibration easement used by ABI for developments along the Atlanta BeltLine corridor.

8. SURVEY AND TITLE

Purchaser, at purchaser's expense, shall obtain a survey (the "Survey") of the Property desired by Purchaser. The legal description contained in the Deed shall be that created from the survey and included in Appendix B attached thereto.

Title to the Property shall be conveyed by a limited warranty deed (herein called the "Deed") which will (i) contain a limited warranty of title to the effect that Seller will warrant title to the Purchaser as against any claim by any person owning, holding or claiming by, through or under Seller, but not otherwise; and (ii) be subject to the Permitted Exceptions.

9. APPORTIONMENTS

Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. Purchaser shall be entitled to receive all such income and shall be obligated to pay all such expenses for all time periods commencing with the Closing Date. In the event that any income or any expense item relating to the period prior to the Closing Date is received or appears after the Closing, such item(s) shall be adjusted between the Seller and the Purchaser within ten (10) days after such is discovered.

10. BROKERS

Seller and Purchaser each hereby covenants and warrants to the other that the warranting party has not dealt with any real estate agent or broker in connection with the transaction contemplated in this Agreement. In the event any claim(s) for real estate commissions, fees or compensation arise in connection with this Agreement and the transaction contemplated herein, Purchaser and Seller further covenant and agree that the party so incurring or causing such claim(s) shall indemnify, defend and hold harmless the other party from any loss, claim or damage which the other party suffers because of said claim(s). The provisions of this Article shall survive the Closing or any earlier termination of this Agreement.

11. "AS IS" SALE

Purchaser acknowledges that, neither Seller, nor anyone acting or claiming to act for or on behalf of Seller, has made any representations, warranties, promises or statements to Purchaser concerning the Property. Purchaser further acknowledges and agrees that all material matters relating to the Property will be independently verified by Purchaser to its full satisfaction within the time provided under this Agreement, that Purchaser will be acquiring the Property based solely upon and in reliance on its own inspections, analyses and conclusions, and that if Purchaser acquires the Property, it will acquire the Property in the Property's "AS-IS" condition and "AS-IS" state of repair inclusive of all faults and defects, whether latent or patent, or known or unknown.

Purchaser further acknowledges and agrees that any written disclosures given by Seller are given for disclosure purposes only and that they do not constitute representations or warranties that any adverse conditions so disclosed to Purchaser are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of this Article XVI, Purchaser expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Purchaser's inspection and evaluation of the Property or any other material matters.

Except as specifically provided herein, Purchaser hereby fully and forever waives, and Seller hereby fully and forever disclaims, all warranties and representations not expressly set forth herein, of whatever type or kind with respect to the Property, whether express, implied or otherwise including, without limitation, those of fitness for a particular purpose, tenant ability, habitability, or use.

Purchaser further acknowledges that any third party information, including without limitation any engineering reports, architectural reports, feasibility reports, marketing reports, soils reports, environmental reports, analyses or data, or other similar reports, analyses, data or information of whatever type or kind which Purchaser has received or may hereafter receive from Seller, its agents, its consultants, or anyone acting or claiming to act on its behalf are furnished without warranty of any kind and with no representation by Seller as to their completeness or accuracy (except that Seller is providing such information to Purchaser in good faith and with no basis in Seller's actual knowledge to believe that such information is not accurate or misleading as provided herein) and on the express condition that Purchaser shall make its own independent verification of the accuracy, reliability and sufficiency of such information and that Purchaser will not rely thereon. Accordingly, Purchaser agrees that under no circumstances will it make any claim, directly or indirectly, against, bring any action, cause of action or proceeding against, or assert any liability upon, Seller, its agents, consultants, contractors, or any other persons who prepared or furnished any of the information to Purchaser hereunder as a result of the inaccuracy, unreliability or insufficiency of, or any defect or mistake in, any of the third party information provided to Purchaser hereunder.

12. CONFIDENTIALITY

The parties agree that, except to the extent required by law, until closing, they will not permit any of their affiliates, directors, officers, employees, representatives or agents to disclose any information pertaining to the terms of the agreement, without written consent from the other party.

13. MISCELLANEOUS

This term sheet does not constitute a legally binding Agreement, but is intended to act as the framework for creation of a legally binding Agreement between the parties.

EXHIBIT F: FIRST SOURCE JOB POLICY INFORMATION

The purpose of the Community Benefits Jobs Program is to connect qualified residents in BeltLine neighborhoods to job opportunities within BeltLine TAD capital projects. The program helps to increase the returns of public investment in infrastructure by providing construction job opportunities to neighborhoods that need them. It also prepares a workforce for contractors that helps ensure completion of a quality project on-time and on-budget.

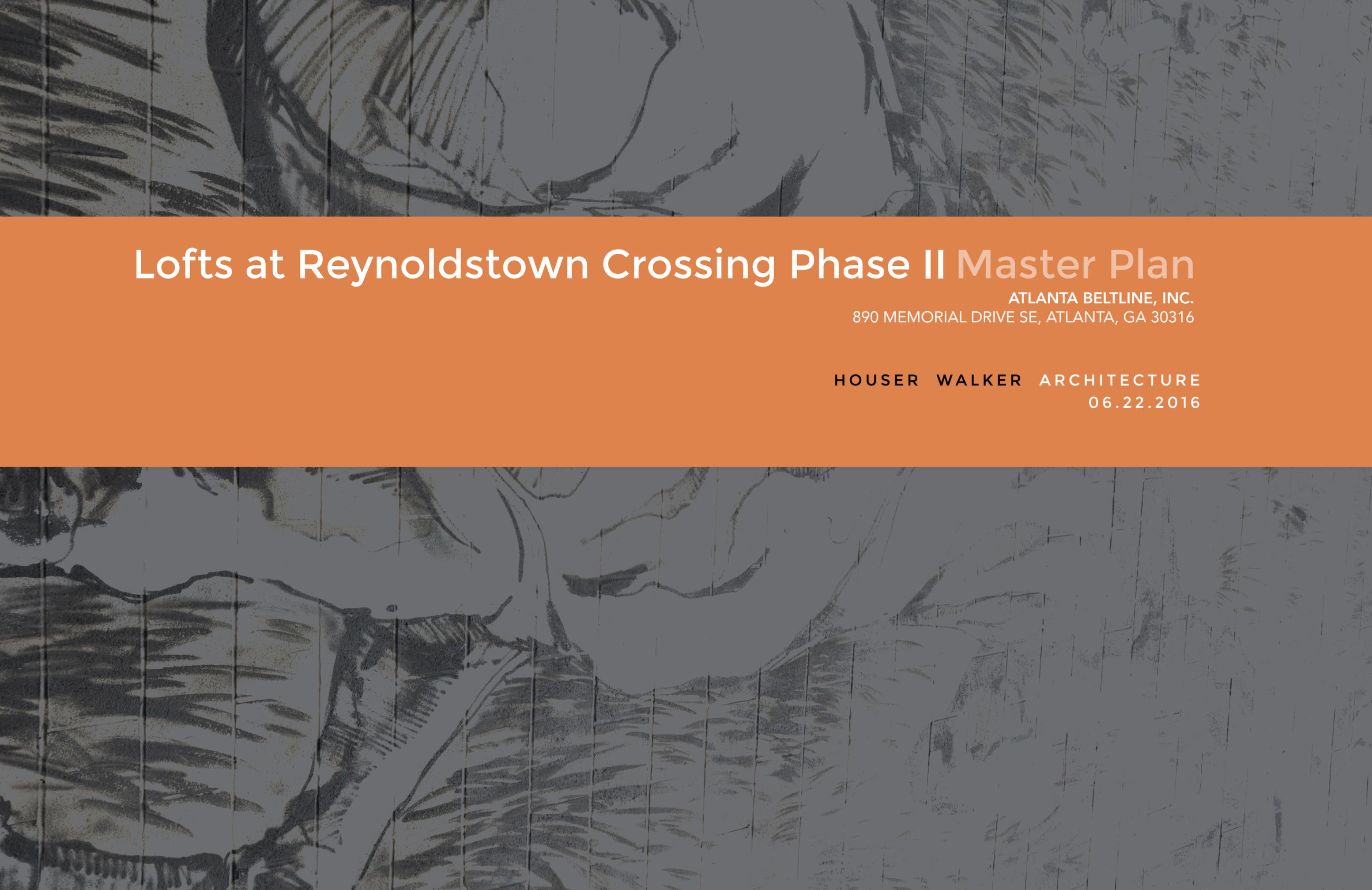
The First Source Employment Agreement is a contract that is executed by all contractors receiving funds from the BeltLine TAD as a part of their construction contract. It details the responsibilities of contractors and ABI and remedies in the event of default. The Agreement requires that the contractor take certain steps to interview qualified candidates from around the Atlanta BeltLine. The contractor must make good faith efforts to fill 50% of entry level jobs and 20% of all jobs, with people residing in Atlanta BeltLine neighborhoods. It also requires periodic reporting to ABI and the Atlanta Workforce Development Agency.

The First Source Employment Agreement applies to New Construction Positions, defined as any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the construction contractor's payroll for at least three months prior to the notice to proceed for the Project. Contractors make all hiring decisions and are required to give consideration to qualified candidates, under applicable labor laws. Employers are under no obligation to hire individuals that do not meet the job qualifications. The primary contractor is responsible for ensuring subcontractors meet all the requirements detailed in the First Source Employment Agreement. We do expect, however, that reporting for subcontractors be channeled through the prime contractor. Non-compliance with the Agreement can result in withholding up to 10% of project costs.

ABI's Agreement is similar to the City of Atlanta's First Source Policy, but with some different requirements, goals, and strengthened monitoring procedures.

EXHIBIT G: PROJECT VISION

[Project vision]



Lofts at Reynoldstown Crossing Phase II Master Plan

ATLANTA BELTLINE, INC.
890 MEMORIAL DRIVE SE, ATLANTA, GA 30316

HOUSER WALKER ARCHITECTURE
06.22.2016

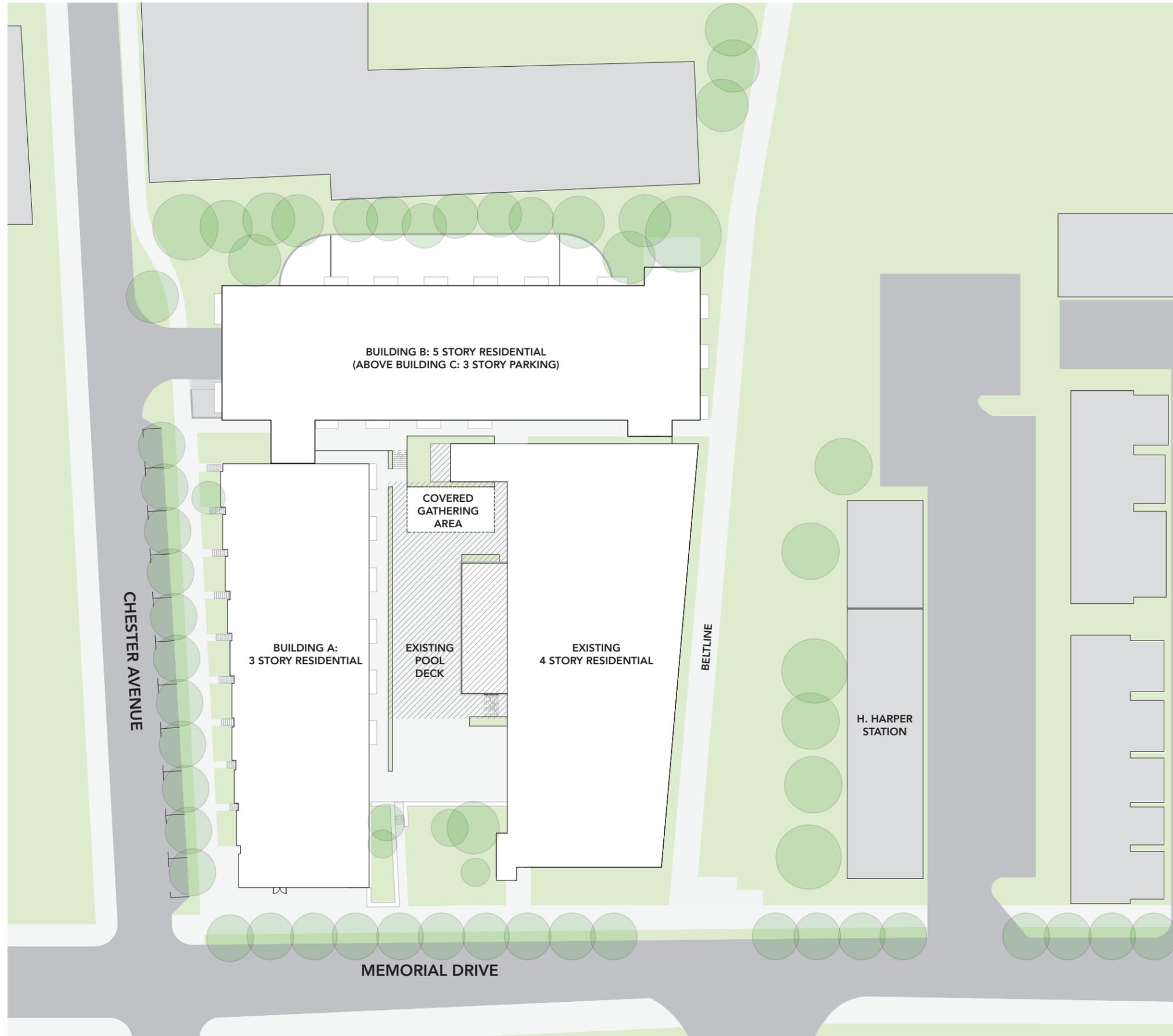


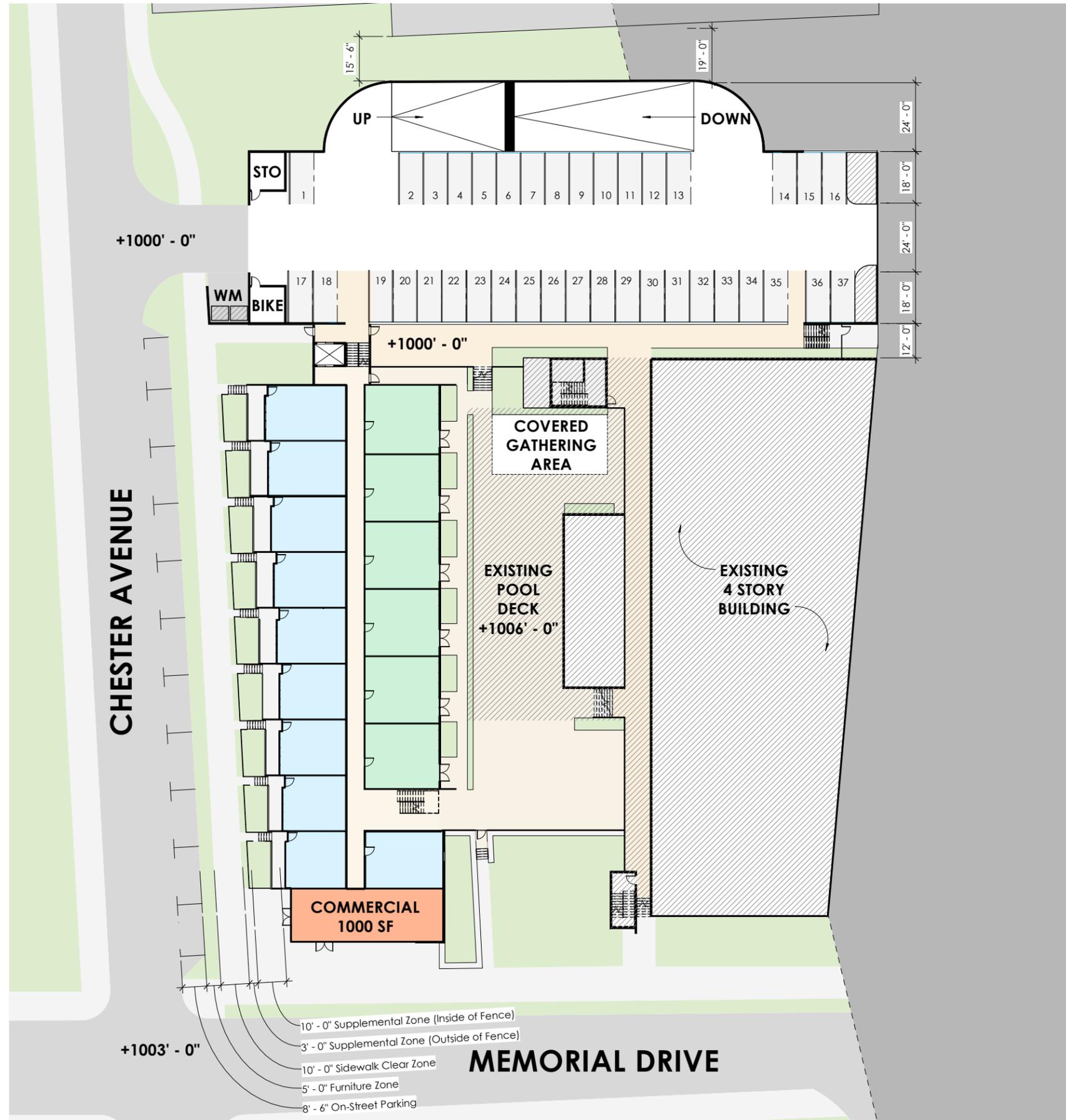
APARTMENTS

10 STUDIOS
78 ONE BEDROOM
30 TWO BEDROOM
118 TOTAL UNITS

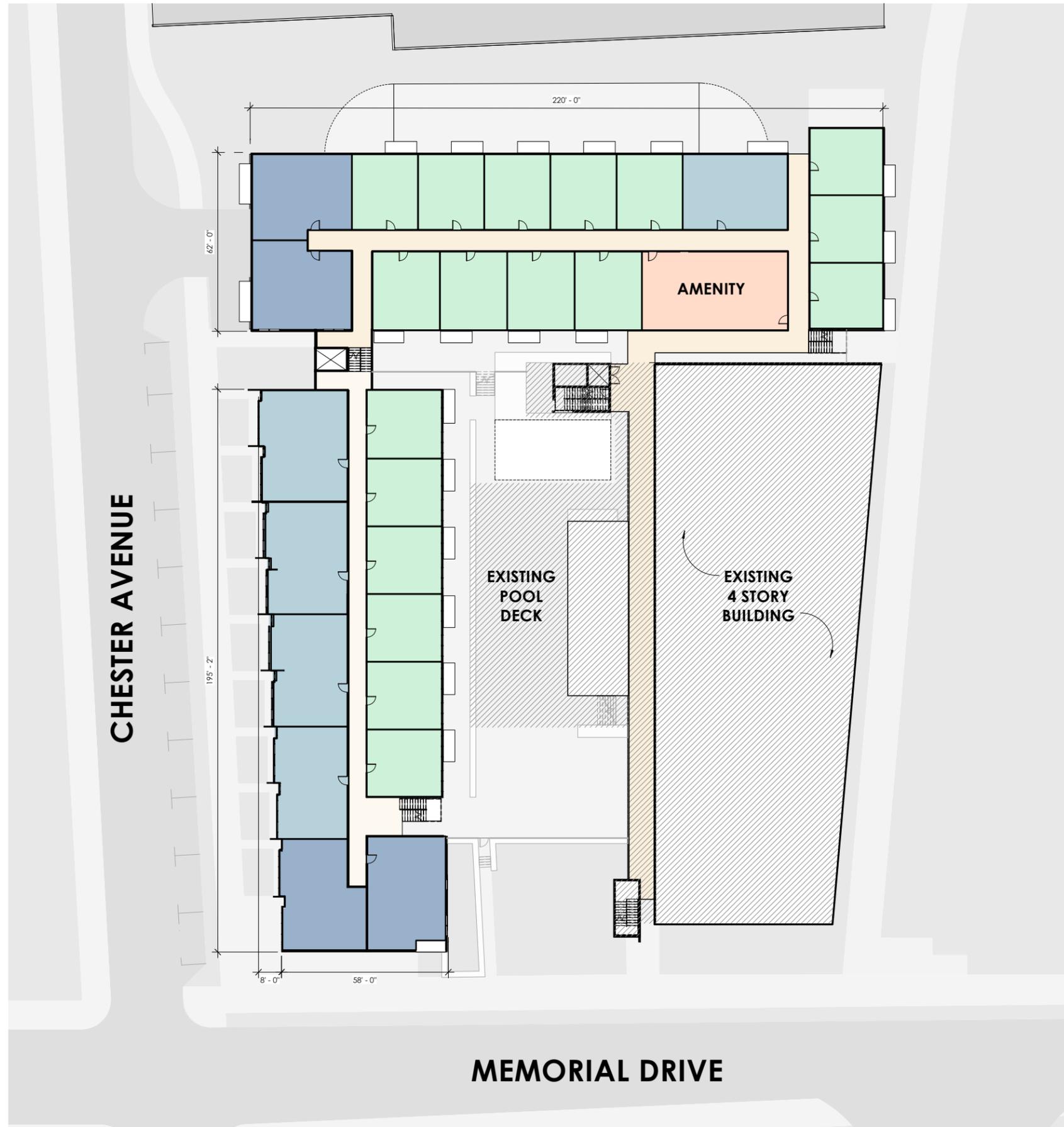
PARKING

1: 43 SPOTS
2: 38 SPOTS, 11 STREET
3: 38 SPOTS
130 PARKING SPOTS





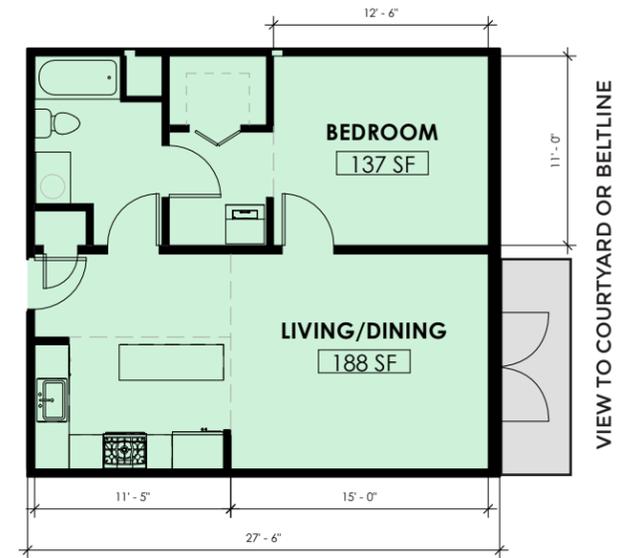
Ground Floor Plan



Typical Upper Floor Plan



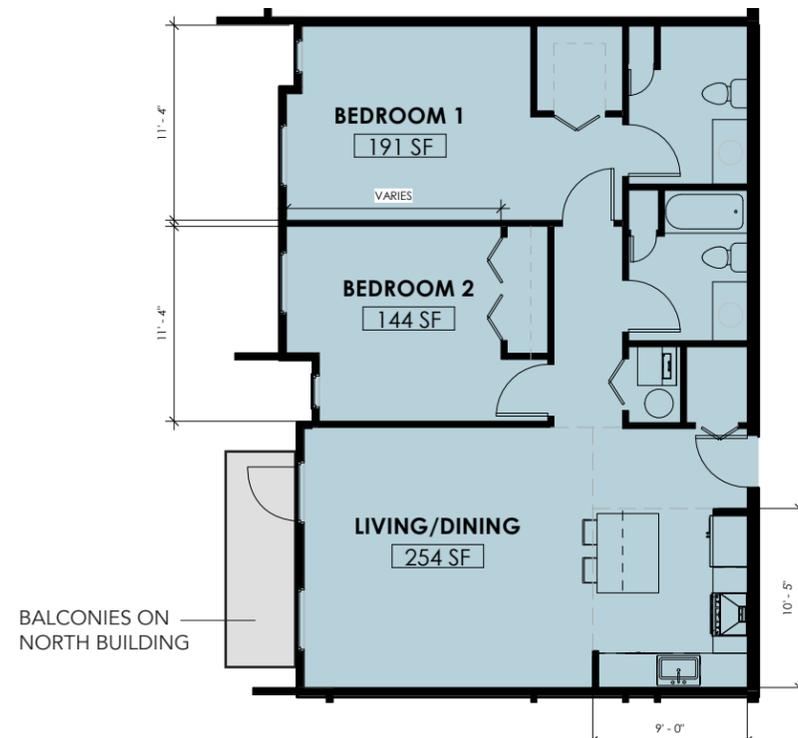
1 TYPICAL STUDIO PLAN
385 SF - 529 SF, QTY: 10 Units



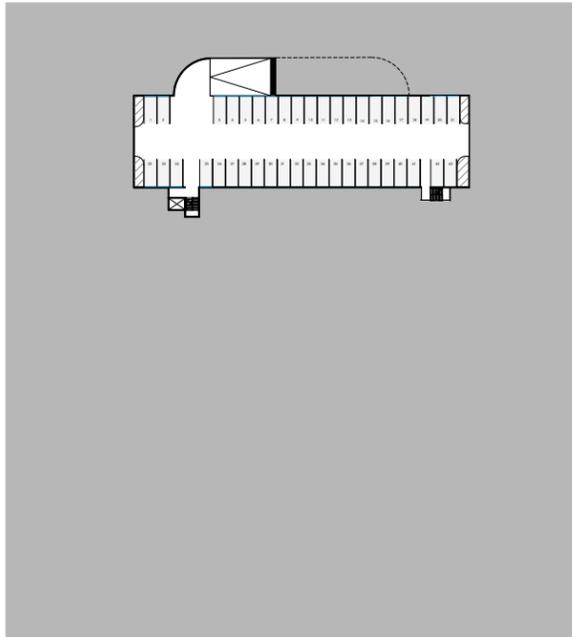
2 TYPICAL ONE BEDROOM PLAN
660 SF, QTY: 78 Units



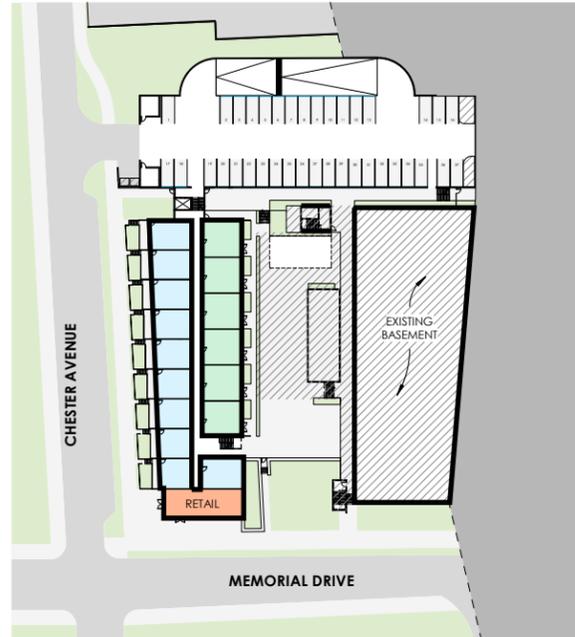
3 TYPICAL TWO BEDROOM - TYPE 1 (CORNER)
1,070 SF, QTY: 14 Units



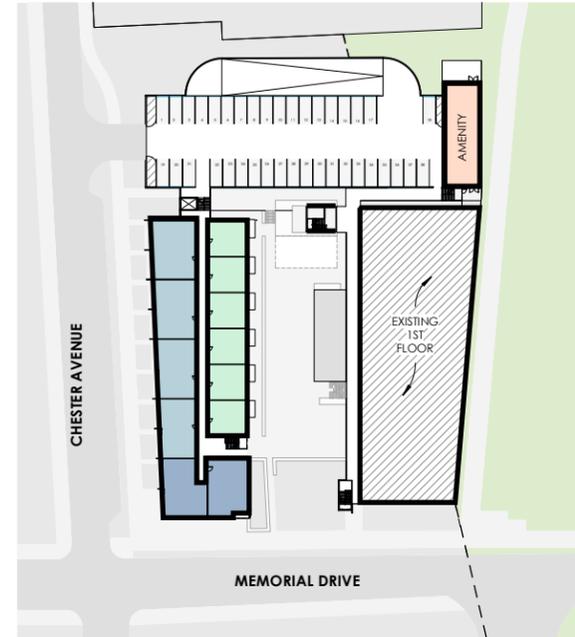
4 TYPICAL TWO BEDROOM - TYPE 2
930 SF - 1,130 SF, QTY: 16 Units



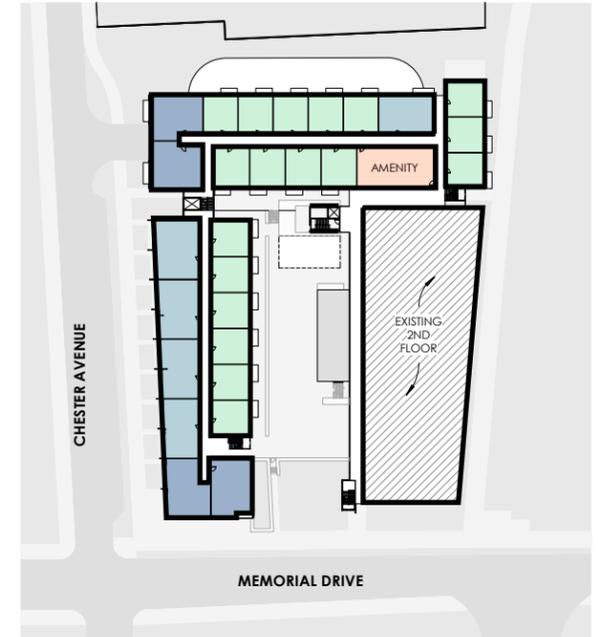
P Parking
 North Building (C): 990' - 4"
 # Parking: 43



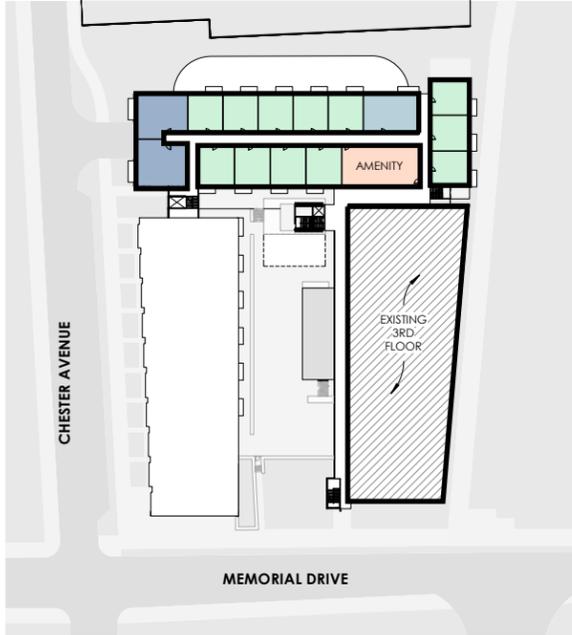
G Ground Floor
 North Building (C): 1000' - 0"
 # Parking: 38 (deck), 11 (street)
 West Building (A): 1006' - 0"
 # Units: 10 studio, 6 one bedroom



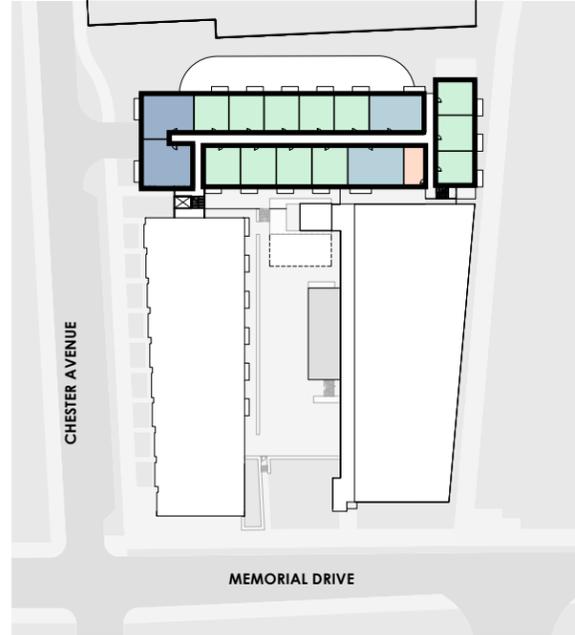
1 First Floor
 North Building (C): + 1010' - 8"
 # Parking: 38
 West Building (A): + 1016' - 8"
 # Units: 6 one bedroom, 6 two bedroom



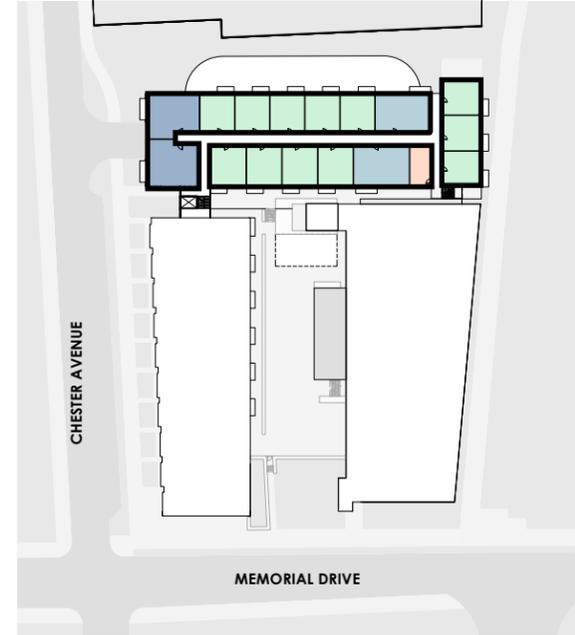
2 Second Floor
 North Building (B): + 1020' - 8"
 # Units: 12 one bedroom, 3 two bedroom
 West Building (A): + 1026' - 8"
 # Units: 6 one bedroom, 6 two bedroom



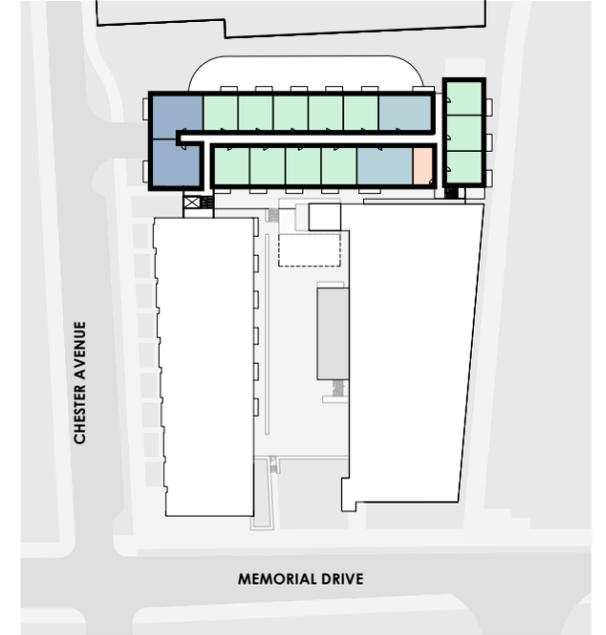
3 Third Floor
 North Building (B): + 1032' - 0"
 # Units: 12 one bedroom, 3 two bedroom



4 Fourth Floor
 North Building (B): + 1042' - 8"
 # Units: 12 one bedroom, 4 two bedroom



5 Fifth Floor
 North Building (B): + 1053' - 4"
 # Units: 12 one bedroom, 4 two bedroom



6 Sixth Floor
 North Building (B): + 1063' - 0"
 # Units: 12 one bedroom, 4 two bedroom

Lofts at Reynoldstown Crossing Phase II
Atlanta BeltLine, Inc.
Preliminary Cost Estimate

Item	# of Units	Cost per Unit	% Project Budget	Total	
Construction					
A: West Building: 3 Story, Type 5B					
Studio	10	\$47,985	2.8%	\$479,850	
1 Bedroom	18	\$69,300	7.4%	\$1,247,400	
2 Bedroom - Type 1	4	\$112,350	2.7%	\$449,400	
2 Bedroom - Type 2	8	\$108,150	5.1%	\$865,200	
Retail - 1,000 SF	1	\$140,000	0.8%	\$140,000	
B: North Building: 5 Story, Type 3B					
1 Bedroom	60	\$75,900	26.9%	\$4,554,000	
2 Bedroom - Type 1	10	\$123,050	7.3%	\$1,230,500	
2 Bedroom - Type 2	8	\$111,550	5.3%	\$892,400	
Small Common Area - 380 SF	3	\$43,700	0.8%	\$131,100	
Large Common Area - 1,350 SF	2	\$155,250	1.8%	\$310,500	
Beltline Amenity - 1,800 SF	1	\$252,000	1.5%	\$252,000	
Circulation					
Unconditioned Circulation	15,415	\$30	2.7%	\$462,450	
Unconditioned Balconies	96	\$1,200	0.7%	\$115,200	
Stairwells	19 stories	\$10,000	0.7%	\$119,000	
Elevator	1	\$200,000	1.2%	\$200,000	
C: North Building: Parking Deck					
Site Cast Concrete Structure	119	\$15,000	10.5%	\$1,785,000	
Parking Ramp	7,000	\$20	0.8%	\$140,000	
Site Development (includes below grade detention)			3.0%	\$500,000	
Furniture and Equipment					
Security System		\$508	0.4%	\$60,000	
Signage		\$254	0.2%	\$30,000	
Design Contingency		\$5,917	4.1%	\$698,200	
Inflation to Bid Day		6 months @4.5% inflation	\$2,796	1.9%	\$329,900
Buyout Target		118	\$127,052	88.5%	\$14,992,100
Land Cost			\$0	0.0%	\$0
Design, Testing & Related Costs					
Architect and Engineers		\$7,623	5.3%	\$899,526	
Survey		\$85	0.1%	\$10,000	
Geotechnical		\$127	0.1%	\$15,000	
Testing		\$489	0.3%	\$57,710	
Reimbursable Expenses		\$587	0.4%	\$69,252	
Development Costs		\$1,271	0.9%	\$149,921	
Construction Contingency		\$6,353	4.4%	\$749,605	
Total Project Budget		118	\$143,586		\$16,943,113

Family Development (Preferred)

- 118 new units
- 50 affordable units (family developments limited to 40% of units as PBRA)
- 1,000 square feet of retail
- 172 parking spaces

Senior Development

- 118 new units
- 118 affordable units (senior deals have no limits for % of units as PBRA)
- 1,000 square feet of retail
- 59 parking spaces

- 4% LIHTC
- AHA PBRA in an Area of Opportunity census tract (receive close to market rents from AHA).
- Tax exempt bond and/or HUD/Freddie TEL Mortgage
- Other soft funds (FHLB, etc.)