

OFFICE OF TRANSIT ORIENTED DEVELOPMENT

MARTA



REQUEST FOR PROPOSALS (RFP) P31778-A

**BROOKHAVEN/OGLETHORPE UNIVERSITY STATION
(D3116)**

**2015
Metropolitan Atlanta Rapid Transit Authority**



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

March 30, 2015

TO: ALL PRE-QUALIFIED PROPONENTS

SUBJECT: REQUEST FOR PROPOSALS (RFP) NUMBER P31778-A
BROOKHAVEN/OGLETHORPE UNIVERSITY STATION TRANSIT ORIENTED
DEVELOPMENT PROJECT

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority (MARTA) a proposal for Brookhaven/Oglethorpe University Station Transit Oriented Development Project. To be eligible to submit a proposal on this RFP, the Proponent must have been pre-qualified by MARTA through the request for qualification process previously conducted by MARTA under RFQ Number P31778-A. By submitting a proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the MARTA's policies and procedures (as the same may change from time to time), all of which is incorporated into this RFP by this reference. MARTA is seeking Development Proposals from Firms that have the experience and are capable of developing the Project (hereinafter defined) at MARTA's Station in a manner consistent with MARTA's objectives and the MARTA Transit Oriented Development ("TOD") Guidelines.

A Pre-Proposal Conference to discuss the proposal documents and the services to be provided will be held at the MARTA Headquarters Building, located at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324-3330, Bid Room, Lobby Floor, on **April 13, 2015 @ 10:00 a.m., local time.**

To be eligible for consideration, an original, marked "**Original**" and sixteen (16) copies, as well as an one (1) electronic copy on a CD/DVD or USB Flash Drive of its proposal in response to this request should be received by MARTA no later than; **May 28, 2015 @ 2:00 p.m., local time** at 2424 Piedmont Road, Atlanta, Georgia 30324-3330, Attention: Contract Control.

If you need additional information, please contact Reginald C. Bryant, Contract Specialist II, at 404-848-4158.

Sincerely,

A handwritten signature in blue ink that reads "Gordon L. Hutchinson". The signature is written in a cursive style.

Gordon L. Hutchinson
Chief Financial Officer

Attachment

**RFP P31778-A BROOKHAVEN/OGLETHORPE UNIVERSITY STATION
TRANSIT ORIENTED DEVELOPMENT PROJECT**

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PART I
INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **General and Background Information:** MARTA is the ninth largest public transit system in the country and has provided bus service since 1972 and rail service since 1979 to patrons in DeKalb and Fulton counties. MARTA has 91 bus routes, 38 rail stations and over 48 miles of track with over 500,000 average weekday boardings. The Federal Transit Administration (“FTA”) encourages transit systems such as MARTA to undertake Transit Joint Development projects either under new grants or with property acquired under previous grants, whether the property is associated with rail, bus or other transit facilities.
2. **Definitions:** The following definitions shall apply when used throughout this Request for Proposals (“RFP”):
 - (a) **Firm(s):** A developer or development team capable of securing financing for the construction, management and on-going maintenance of a mixed-use Transit Oriented Development (“TOD”) project in the City of Brookhaven, Georgia.
 - (b) **Proponent(s):** Each Firm submitting a Development Proposal in response to this RFP.
 - (c) **Development Proposal or Proposal:** A written response to this RFP prepared by a Proponent and submitted to the Metropolitan Atlanta Rapid Transit Authority’s (“MARTA”) Office of Contracts, Procurement and Materials (“CPM”).
3. **Services Being Procured:** MARTA is seeking Development Proposals from Firms that are capable of developing a mixed-use development and structured parking facilities (“Project”) on MARTA’s real property located at MARTA’s Brookhaven/Oglethorpe University Station (“Station”) in a manner consistent with MARTA's objectives, the MARTA TOD Guidelines and applicable laws.
4. **Minimum Qualifications:**
 - (a) To be eligible to submit a proposal on this RFP, the Proponent must have been pre-qualified by MARTA through the Request for Qualification process previously conducted by MARTA under RFQ Number P31778-A and, thereafter, invited to submit a proposal in accordance with this RFP. The firms that MARTA has deemed qualified to participate in this RFP are as follows:

Company Name	Point of Contact	Phone
1. Brookhaven City Center Partners, LLC.	Mr. Trent Germano	(404) 842-6614
2. Brookhaven TOD Joint Venture	Mr. Richard Aaronson	(404) 591-2491
3. Brookhaven TOD Partners, LLC	Mr. Keith Mack	(404) 995-1544
4. Buckingham Companies	Mr. Scott Travis	(317) 554-6795
5. North American/H.J. Russell	Mr. Mark Toro	(404) 965-9060
	Mr. H. Jerome Russell	(404) 330-0917
6. The Georgetown Company	Mr. Patrick Leonard, P.E.	(404) 855-5854
7. Fuqua Development	Mr. Jeff Fuqua	(404) 907-1709

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

5. **No Offer by MARTA; Firm Offer by Proponent:** This RFP does not constitute an offer by MARTA to enter into a contract and cannot be accepted by any Proponent to form an agreement or understanding between MARTA and Proponent. This RFP is only an invitation for offers from pre-qualified Proponents and no offer shall bind MARTA. A Proponent's offer is a firm offer to MARTA for a period of six (6) months and may not be withdrawn during such six (6) month time period.
6. **Pre-Proposal Conference:** A Pre-Proposal Conference is scheduled for **April 13, 2015, at 10:00 a.m.** local time, in the Proposal Room (Lobby Floor) of MARTA's Headquarters Building located at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330. Attendance at the Pre-Proposal Conference is not required but is strongly encouraged. Each Proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost to design, develop, construct, operate, repair and maintain the Project. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully implementing the Project.

7. **Additional Documentation:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) promptly after an award pursuant to any notice provided by MARTA and/or as required by the terms of this RFP.
8. **Procurement Questions; Prohibited Contacts:** The inquiry process will be as follows for this RFP. Questions submitted must reference the RFP page number and section to which the question refers. All questions regarding this RFP should be submitted in writing to MARTA's contact person, **Mr. Reginald Bryant, Contract Specialist II**, Department of Contracts, Procurement & Materials, 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330, by fax (404) 848-4294 or e-mail rebryant@itsmarta.com in accordance with the following:

Question Period: Opens on **March 30, 2015** and shall end on **April 24, 2015 at 5:00 p.m.** local Atlanta, GA time. Written inquiries received prior to 5:00 p.m., local Atlanta, GA time, on **April 24, 2015** by MARTA will be answered and posted as a Response to Inquiries to this RFP on MARTA's website at www.itsmarta.com.

MARTA will not respond to any questions received after 5:00 p.m. local Atlanta, GA time on April 24, 2015. Any response made by MARTA will be provided in writing to all Proponents by Response to Inquiries. It is the responsibility of each Proponent to obtain a copy of any Response to Inquiries issued for this RFP by monitoring MARTA's website at www.itsmarta.com. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other MARTA employees or any third-party representatives of MARTA on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to MARTA's contact person, or any other MARTA representatives designated by the head of the Department of Contracts, Procurement and Materials in writing.

9. **Submission Deadline:** Responses to this RFP must be received by MARTA's Office of Contracts, Procurement and Materials at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before **May 28, 2015** at no later **2:00 p.m.** local time. Any Development Proposal received after this time will not be considered and will be rejected and returned.

10. **Required Form Submittals:** The following submittals are required to be included in each proposal:

- (a) **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Proponent **must** complete and submit a Contractor's Affidavit with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), as amended. Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify program

established by the United States Department of Homeland Security. Under state law, MARTA cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with MARTA are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on MARTA procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

(b) Form 2: List of Proposed Subcontractors. Each Proponent is requested to furnish with their proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.

(c) Appendix A: Department of Diversity and Equal Opportunity Requirements. MARTA's Department of Diversity and Equal Opportunity ("DEO") program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement are set forth in **Appendix A** attached hereto. Each Proponent **must** complete, sign and submit the forms attached to Appendix A.

11. Ownership of Proposals: Each Proposal submitted to MARTA will become the property of MARTA, without compensation to a Proponent, for MARTA's use, in MARTA's sole discretion.

12. Submission of Development Proposal:

(a) Proposals must be submitted according to the requirements of this RFP. All blank spaces must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written BOTH in word and numeric forms (e.g., One Dollar and No Cents (\$1.00)). Proponents are advised that the written figures will prevail over the numerical figures in the event of a discrepancy between the two in any Proposal document. For example only, if a final proposal of "One Dollar and No Cents (\$2.00)" is received, then the written figure of One Dollar and No Cents is the amount of the final proposal. All corrections to any entry must be lined out and initialed by the Proponent prior to Proposal submission. Do not use correction tape or fluid.

(b) Proposals shall be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into an agreement with MARTA. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Proposal, bind the entity as well as enter into an agreement with MARTA. Each

Proponent is responsible for the preparation of its Proposal and for the costs associated therewith.

- (c) Each Proponent must submit a complete proposal in accordance with the requirements of this RFP. The format for the submission of a proposal mandated by this RFP is not negotiable. The name and number of the project is: **RFP P31778-A: Brookhaven/Oglethorpe University Station TOD Project**. Proposals **must** be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the Project, Project Number, Proponent's name and address, and Proponent's Federal Work Authorization User Identification Number. All Proposals must be submitted to:

Metropolitan Atlanta Rapid Transit Authority
Department of Contracts, Procurement and Materials
2424 Piedmont Road, N.E.
Atlanta, Georgia 30324-3330
Attn: Contract Control (RFP P31778-A)

- (d) A Proponent **must** submit one (1) original, marked "Original," sixteen (16) copies, and one (1) electronic copy on a CD of its proposal. Each proposal **must** be submitted on 8-1/2" x 11" single-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. To the extent Proponent requires a larger page size to demonstrate its experience, MARTA will accept 11"x 17" sheet size but it must be folded to 8-1/2" x 11" size. Each proposal **must** contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- (e) Each Proponent shall promptly notify MARTA in writing should the Proponent find discrepancies, errors, ambiguities or omissions in any of the RFP documents prior to the end of the question/comment period set forth herein. MARTA will reply to such notices, if necessary, by issuing an addendum to the RFP. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this RFP by monitoring MARTA' website at www.itsmarta.com.

13. Representation: By submitting a Proposal in response to this RFP, Proponent acknowledges and represents that: (a) the accompanying Proposal is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by the Official Code of Georgia Annotated ("Code") Section 58-102; (b) it has read all of the RFP documents and acknowledges that Proponent shall be bound by the requirements stated therein; (c) the signatory to the Proposal is the Proponent (or Proponent's duly authorized agent or

employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to **RFQ No. P31778-A: Request for Qualifications for Brookhaven/Oglethorpe University Station TOD Project**, are fully restated herein and remain truthful and accurate representations up to and including the date Proponent submits its proposal to MARTA; and (e) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

By submitting a Proposal in response to this RFP, Proponent is representing and warranting to MARTA that none of the following, during the term of any contract or for one (1) year thereafter, have or will have any interest, direct or indirect, in any contract or in any part of the proceeds, therefore: (a) members of the MARTA Board of Directors; (b) officers or employees or former employees of MARTA, or of any representative of MARTA in the administration of any contract, pursuant to MARTA's Code of Ethics. This Section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the governing body, and all other officers and employees, of the City of Brookhaven or the counties of Clayton, DeKalb or Fulton.

14. Availability of Electronic Documents. This RFP is being made available by electronic means. By responding to this RFP, Proponent accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by MARTA's Office of Contracts, Procurement and Materials. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by CPM, the version maintained by CPM shall govern.

15. Selection Process: Upon receipt and review of the Proposals, MARTA, at its sole discretion, shall determine which Proponent, if any, is the most responsive and responsible who submitted a Proposal that is in MARTA's best interests to accept. MARTA will notify each Proponent in writing of MARTA's determination. After the Proposal Deadline, MARTA's Source Evaluation Committee ("**SEC**") will evaluate each responsive Proposal in accordance with the evaluation criteria described in this RFP. If MARTA elects to award this RFP, MARTA will award the same to the most responsive and responsible Proponent with a Proposal that is in the best interest of MARTA to accept.

16. Development Proposal Evaluation: Development Proposals will be evaluated by a SEC. The SEC will conduct an evaluation of the Proponents' Development Proposals based on the evaluation criteria described below:

- (a) Financial Proposal and Overall Business Plan: Proposal shall provide a fair and equitable financial return to MARTA and the Development Team.

- (b) Project Concept and Development Plan: Proposal shall meet MARTA's TOD Guidelines, objectives and goals to provide compact, mixed use, pedestrian-oriented, equitable, high-quality development around transit stations which leads to higher transit ridership and economic development.
- (c) Phasing Strategy and Business Management Plan: Proposal shall provide evidence that the project is supportable in the market, is financially feasible and has a detailed long-term phasing and management plan.
- (d) DBE Involvement: The selection of qualified Proponents shall be based on an evaluation of the information provided in response to Section 17 and Appendix A.

17. Equal Employment Opportunity and Disadvantaged Business Utilization: All Proponents are (a) strongly encouraged to consider the use of Disadvantaged Business Enterprises (“**DBE(s)**”) in all aspects of the contract that will be awarded pursuant to this RFP process and (b) will be required to document their good faith efforts in this regard as an integral part of their Development Proposal. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements on Page 13 of 25 of the EEO/DBE proposal specifications.

The Authority has assigned a **20%** goal for Disadvantaged Business Enterprise (DBE) participation in this Project, the Proponent agrees and warrants that:

- (a) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. (b) He/she will comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor; and he/she will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by the Authority, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain his/her compliance with such rules, regulations, and orders. (c) He/she will take affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their Proposal submitted.

18. Insurance Requirements: Proponents are advised that the successful Proponent will be required to maintain in effect during the term of the contract, at the sole expense of the Proponent, the following minimum insurance coverage and limits:

- (a) Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without the explosion, collapse and underground (XCU) exclusions eliminated of not less than

\$75,000,000 single limit per occurrence. Limits of Liability may be provided under a Commercial General Liability policy and Umbrella Liability policy if desired.

- (b) Workers Compensation -Georgia Statutory coverage and Employers Liability of not less than \$1,000,000.
- (c) Automobile, Bodily Injury and Property damage Liability, with not less than \$10,000,000 single limit per occurrence.
- (d) Professional Liability, not less than \$1,000,000 single limit per occurrence.
- (e) Pollution Liability, not less than \$1,000,000 single limit per occurrence.
- (f) Builders Risk: During the course of construction, Builders Risk insurance is required on a completed value basis against all risks of physical loss, covering the replacement cost value of worked performed and the equipment supplies and materials.
- (g) All policies shall contain a Waiver of Subrogation as applicable.
- (h) MARTA must be listed as an additional insured on all policies as applicable. The foregoing coverages must be secured from insurers and on forms of policies acceptable to MARTA, in its sole discretion, and must include provisions that such insurance cannot be canceled, nor its limits reduced, without at least thirty days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, NE, Atlanta, Georgia 30324-3330.
- (i) Before beginning work on the Project, MARTA must be provided with certificates of insurance evidencing all such insurance is actually in effect, and if any such insurance expires or is cancelled before all work under the Contract has been completed, shall provide like evidence of the extension, renewal or replacement therefore at least thirty (30) days before such insurance expires or lapses.
- (j) The Proponent will be required to furnish evidence of insurance in the form and format requested by the Authority to the Sr. Director of Contracts, Procurement and Materials, 2424 Piedmont Road, N.E, Atlanta, Georgia 30324-3330.
- (k) Proponents are advised that they will be required to secure performance and payment bonds, in favor of MARTA, in an amount equal to one hundred percent (100%) of the total estimated value of the construction and deliver/furnish the same to MARTA at least thirty (30) days prior to commencement of any construction. If the TOD Project is conducted in multiple phases, then the successful Proponent will be required to provide performance and payment bonds for each phase thereof.

- 19. Rejection of Development Proposals; Cancellation of RFP; Waiver of Technicalities:** MARTA reserves the right to reject any Proposal or all of the Proposals, to waive any technical defect in a Proposal, or to cancel this procurement at any time. Additionally, MARTA may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by MARTA in an issued addendum.
- 20. Protests:** Any protest or objection to this RFP or the solicitation process related to this RFP must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA's website at www.itsmarta.com.
- 21. Certifications:** By submitting a proposal, Proponent is certifying to MARTA that none of the following, during his/her tenure or for one year thereafter, has or will have any interest, direct or indirect, in the Contract or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers, employees of MARTA, or of any representative of MARTA in the administration of the Contract, pursuant to MARTA's Code of Ethics. This section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the governing body, and all other officers and employees, of the City of Brookhaven or the Counties of Clayton, DeKalb, and Fulton, Georgia.
- 22. Award of Agreement; Execution:** If MARTA awards this RFP; MARTA will prepare and forward to the successful Proponent a term sheet for execution.

PART II
CONTENTS OF DEVELOPMENT PROPOSAL/REQUIRED SUBMITTALS

1. **Development Proposal Format:** A Proponent **must** submit a Development Proposal in response to this RFP in the format specified herein. The Development Proposal must consist of the following:
 - A. Information Drafted and Provided by a Proponent:
 - (i) Title Page
 - (ii) Table of Contents
 - (iii) Executive Summary
 - (iv) Development Plan
 - (v) Phasing Strategy and Business Management Plan
 - (vi) Financial Proposal and Overall Business Plan
 - B. Information Provided by a Proponent on Forms Provided by MARTA:
 - (i) Illegal Immigration Reform and Enforcement Act
 - (ii) List of Proposed Subcontractors
 - (iii) Employment Data and Disadvantaged Business Enterprise Participation
2. **Informational Requirement:** This part **must** contain all of the information and submittals that are required by the RFP or being provided by Proponent as part of its Proposal:
 - A. **Title Page:** The title page showing the RFP's number and title, the Firm's name, address and telephone and fax numbers of the contact person(s) and the date of the Development Proposal.
 - B. **Table of Contents:** The Development Proposal must contain a detailed table of contents listing sections and subsections that correspond to the requirements of the RFP. The table of contents must also list all tables, appendices, figures, etc. contained in the Development Proposal.
 - C. **Executive Summary:** The Executive Summary should generally describe the Firm, provide an overview of the Proponent's qualifications and a statement of why Proponent believes it is the best qualified entity to perform the Project. The Proponent must provide the domicile where Proponent and each entity comprising Proponent is organized, including name, brief history, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices, if any.

D. **Financial Proposal and Overall Business Plan.** The Financial Proposal **must** be included in the Proposal and contain the following at a minimum:

- (i) Sources and Uses of Funds: The Proponent should include a balance statement showing proposed sources of funds including all debt, equity, public financing, and all fund uses including predevelopment, construction, financing and operations.
- (ii) Feasibility Analysis: Proponent will also provide a leveraged and unleveraged project specific financial pro forma analysis including all project development and construction costs and a 10-year operating cash flow with project returns in Excel format.
- (iii) Proposed Lease and Revenue Terms: The Development Proposal should include an outline of financing terms for the project including projected long term ground lease and sale revenue to MARTA.

E. **Project Concept and Development Plan.** The Development Plan **must** be included in the Proposal and contain the following at a minimum:

- (i) Overall Concept and Vision: Describe the development plan and state the vision of the proposed development, including key architectural and community goals. Provide a site plan for the proposed development at a scale of no greater than 1"=100' and a schematic illustration showing massing, project scale and design character;
- (ii) Development Program: Provide a tabular summary of the mix of uses within the proposed development including the amount and type of residential (including without limitation, affordable housing units as referenced by MARTA TOD Policy #4), retail, hotel, office and civic spaces. Summary should also include the estimated total square feet of land area, gross and net densities, Floor Area Ratios, public green space, number of parking spaces, and an estimated total cost of the development program once 100% build-out;
- (iii) Compliance with MARTA TOD Guidelines and Policy Goals: Describe any Sustainable Building Practices – (as referenced in Chapter #3 of MARTA's TOD Guidelines and MARTA TOD Policy #5); explain how the proposed project addresses station access hierarchy and pedestrian connectivity including connectivity with the MARTA station, common areas within the development, and other surrounding land uses (as referenced in Chapter #3 of MARTA's TOD Guidelines and MARTA TOD Policy #2); explain how the proposed project's overall building and site design is compatible with design and site planning

standards that create a great public realm (as referenced in Chapter #3 of MARTA's TOD Guidelines); and

- (iv) Community Engagement: Describe how you would work with MARTA, the City of Brookhaven, residents, businesses and property owners within the Brookhaven/Oglethorpe University Station area.

F. **Phasing Strategy and Business Management Plan.** The Phasing Strategy and Business Management Plan **must** be included in the Proposal and contain the following at a minimum:

- (i) The final build out of the Brookhaven/Oglethorpe TOD project is expected to take an extended period of time to complete. The Proponent should describe their plan for executing the project, highlighting the role played by member firms and key individuals of the Project Team. Separately address the following:

- (1) Predevelopment;
- (2) Construction;
- (3) Estimated absorption and/or sales;
- (4) Long term phasing strategy and land use type; and
- (5) Continuing operations, property management and security plan.

3. **Financial Information:** Proponents are advised that if they are selected to provide MARTA with an "in person" presentation, then such Proponents will be required to provide each of the items set forth below for MARTA's review. MARTA will not retain a copy of such financial information. Failure to provide such information at the presentation, if any, will be cause for the proponent to be deemed non-responsible and/or non-responsive.

- (1) Audited financial statements for the past three (3) years (i.e., 2012, 2013, and 2014). Proponents may provide audited financial statements for 2011, 2012 and 2013 if 2014 audited financial statements are not yet complete or 2012, 2013, and unaudited 2014 summary statements. Proponents are requested to include each of the following at a minimum:

- Balance sheet;
- Income statement; and
- Statement of change in financial position, if any.

- (2) The names and phone numbers of references for each of the following:

- Two commercial banks;
- Two institutional partners.

- (3) Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect the ability of Proponent to obtain financing for this Project.
- (4) **ANY FINANCIAL STATEMENTS THAT PROPONENT DEEMS TO BE CONFIDENTIAL SHOULD BE MARKED AS PROPRIETARY.**

NOTE: If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP **must** be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., at least 51%) of the partnership, joint venture or newly formed entity.

4. **Preferred Terms and Deal Structure:** As previously stated, MARTA prefers a long-term ground lease agreement but will consider the sale of property, or another business arrangement, if it proves to be materially superior and in MARTA's best interests. The combined revenue stream from ground rent (or sales proceeds) and the financial impact of additional system ridership will be included in evaluating Proposals. MARTA offers the following guidelines:
 - A. A comprehensive development agreement between MARTA and the Developer or Development Team will be the appropriate controlling business arrangement;
 - B. Any ground lease would be unsubordinated, but with a typical leasehold mortgage clause;
 - C. The term (not to exceed 99 years) of the ground lease would be negotiable;
 - D. MARTA may consider deferral or reduction of lease payments during the construction period;
 - E. MARTA expects to receive ground rent payments, or sales proceeds, that represent a fair return on the land value as determined by independent appraisal; and
 - F. MARTA expects to participate in operating profits generated by the development, or to have annual increases on ground rent payments, with appraisal-based resets on the ground rent not to exceed 25 year intervals.

5. Forms for Submittal:

- (a) **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Proponent **must** complete and submit a Contractor's Affidavit with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"), as amended. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Under state law, MARTA cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with MARTA are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on MARTA procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- (b) **Form 2: List of Proposed Subcontractors.** Each Proponent is requested to furnish with their Proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.
- (c) **Appendix A: Department of Diversity and Equal Opportunity Requirements.** MARTA's Department of Diversity and Equal Opportunity ("DEO") program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement are set forth in **Appendix A** attached hereto. Each Proponent **must** complete, sign and submit the forms attached to Appendix A.

PART III
TOD AND STATION INFORMATION/DEVELOPER RESPONSIBILITIES

- 1. INTRODUCTION:** Development Proposals should demonstrate the vision for and phasing of the project and a workable planning and business framework for developing the property consistent with MARTA's TOD Guidelines and the City of Brookhaven's long-term Comprehensive Plan 2034.

As part of implementing a transit oriented development project at MARTA's Brookhaven/Oglethorpe Station, MARTA requests qualified Proponents to submit a Development Proposal for the redevelopment of 10.3 acres of surface parking on either side of the station. There are 1,416 spaces in the parking area, which are utilized at a weekday rate of approximately 35-40%. The intent of this RFP is to solicit proposals to convert the surface parking lots into a high-quality, mixed-use, transit oriented development, consisting of residential, commercial and civic components.

To free up the land required for the redevelopment of the parking lots, approximately 560 daily park-and-ride spaces including 170 long term parking spaces will be replaced and consolidated into garages during a multi-phased development process. The mixed-use development and structured parking facilities at the Station (collectively, the "**Project**") will be implemented by a private developer that MARTA will select through this RFP. Control of the property will be conveyed to the awardee through a ninety-nine (99) year ground lease or other appropriate and mutually agreed upon transaction.

An aerial and site photographs as well as a survey are set forth on **Attachment A** and incorporated herein by this reference.

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

- To generate greater transit ridership which is a natural consequence of clustering mixed-use development around stations and along corridors;
- To promote a sustainable, affordable and growing future for the people of Metro Atlanta; and

- To generate a return on MARTA’s transit investment—through enhanced passenger revenues, greater federal support, and, where applicable, development on MARTA property.

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

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

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

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

3. LOCAL LAND USE:

- (a) Planning Efforts: The City of Brookhaven, Georgia (“**Brookhaven**”) recently adopted its first comprehensive plan. Comprehensive Plan 2034 documents the long-term vision for Brookhaven’s future. The long-term vision for Brookhaven is to be a model community that preserves what makes it great—including its people, neighborhoods, parks, tree canopy, and accessibility—while acknowledging its role as a premier community within the Atlanta Region. Brookhaven is strategically positioned for redevelopment and additional investment that furthers walkability, transit use, and community hubs that foster a vibrant economy and high quality of life.

The Comprehensive Plan 2034 has been released and can be found here: <http://www.brookhavenga.gov/city-government/boards-commissions/steering-committees/comprehensive-plan-2034>.

In order to redevelop the property around the Station, the site will have to be rezoned to a PC-3 zoning classification by Brookhaven. PC-3 is a site plan specific zoning classification so the rezoning of the site will take place **AFTER** the Firm with the successful Development Proposal has been identified by MARTA. *By submitting a Development Proposal, Proponent acknowledges and agrees that MARTA makes no representations or warranties with respect to how Brookhaven will implement its current or future land use regulations.*

Brookhaven plans to commence a facilities planning process this year. They anticipate releasing a Request for Proposals to hire a firm to help them determine their spaces needs and co-location opportunities. This process will inform where Brookhaven will locate their City Hall and other civic uses in the future.

- (b) Previous Plans: The Station and its environs has been the subject of significant planning efforts, two of which are briefly discussed in this RFP. In 2005, the Atlanta Regional Commission (“**ARC**”) funded a Livable Centers Initiative Study undertaken by DeKalb County for the "Brookhaven-Peachtree Activity Center" (the "**LCI Study**"). The LCI Study, completed in 2006, is can be found here: <http://www.atlantaregional.com/File%20Library/Land%20Use/LCI/LCI%20Recipients/DeKalb/Brookhaven%20MARTA%20Station/Brookhaven%20study.pdf>.

One of the principal objectives of the LCI Study was to establish Brookhaven/Oglethorpe University Station as a high-density, mixed-use TOD by replacing its surface parking lots with multi-story garages and freeing up the remaining of MARTA property for development.

In 2007, DeKalb County followed up on the LCI Study effort with the adoption of the Brookhaven-Peachtree Overlay District ("**Brookhaven Overlay**" or "**Overlay**"), which

superimposed a transit-oriented, form-based zoning code on the LCI Study area that included the Station. The Brookhaven Overlay, which is the currently applicable zoning for this Project, is included herein as **Attachment B**. The Brookhaven Overlay and TOD Guidelines are broadly consistent with one another and are meant to promote similar outcomes.

- (c) **Master Development Plans**: In 2008, based on the LCI Study, the Brookhaven Overlay and the TOD Guidelines, MARTA prepared a Master Development Plan for the Brookhaven/Oglethorpe University Station. The multi-phased Brookhaven Master Development Plan is included herein as **Attachment C**, and the Project's full-build concept is shown in Figure 3 below. While the Master Development Plan is meant to be illustrative rather than strictly prescriptive, it reflects MARTA's overall design and development objectives for the Project. Sections 5(c) through 5(g) below serve to highlight selected aspects of MARTA's design and development intent.

More recently, in October 2013 Southface, the Atlanta Regional Commission, MARTA, and other key community stakeholders facilitated a four-day charrette that focused on the redevelopment of the parking lots at the Station. As part of the planning process, a comprehensive review of Brookhaven's demographics, market analysis reports, existing redevelopment plans, local zoning ordinances and best practices were completed. A stakeholder analysis produced a group of primary stakeholders consisting of community leaders, activists, city councilmembers and small business owners. The final report deliverables can be found here: <http://www.southface.org/green-building-services/programs/community-planning>

PLEASE NOTE: The City of Brookhaven has not formally adopted the recommendations from the charrette.

- (d) **Use, Density and Massing**: MARTA's intent with respect to use, density and massing for the Project is generally summarized as follows:
- (i) The joint development should be of an urban, mid-rise scale, consistent with the applicable provisions of the Brookhaven Overlay (including any available density bonuses). Building heights should be greatest in closest proximity to the Station and transition downward toward residential neighborhoods.
 - (ii) The development program should be mixed-use with significant residential, commercial and, if possible, civic components.
 - (iii) The street level of the new buildings should emphasize retail, restaurant, and other active uses generally open to the public.

- (iv) The West Lot (Tract 1) should present a primarily commercial and/or civic face to Peachtree Road, helping to identify the Station and encourage future intensification on the other side of this major arterial.
- (v) The East Lot (Tract 2) should present a residential face, with sidewalk-facing retail and restaurants, to the existing residential neighborhood across Apple Valley Road.



- (e) Allowed Uses: The allowable uses of the Property are set forth in Section 27-728.15.12.a of the Brookhaven Overlay. It is MARTA's intent to **avoid** low-density, automobile-intensive uses such as vehicle sales, rental, storage or washing uses; warehousing or distribution; strip commercial development; construction, industrial or salvage activities; self-storage facilities; drive-through facilities; or detached single-family housing. *By submitting a Development Proposal, Proponent acknowledges and agrees that MARTA makes no representations or warranties with respect to how Brookhaven will implement its current or future land use regulations.*
- (f) Workforce Housing: MARTA's TOD policies state that for Joint Development Projects on its property, MARTA will apply a goal of 20% housing affordability, on average. For this Project, MARTA has established a goal that 20% of residential units be reserved

for families earning at or below 80% percent of the Atlanta Metropolitan Statistical Area Median Income ("AMI"). Priority is placed on the provision of housing for families. Special consideration will be given to Firms who submit Development Proposals which exceed this goal.

Maximum Rent Limits will be the lesser of 35% of the qualified tenant’s gross income or the maximum LIHTC rent for a four person household at 80% of AMI published annually by HUD. The workforce housing units should reflect the unit types and unit mix proposed for the development.

The Brookhaven Overlay encourages the inclusion of workforce housing and offers developers a height bonus (in effect, a density bonus) for any development with 20% or more workforce units (See Sec. 27-728.15. 12.f-g of the Overlay). The Overlay defines workforce housing as housing affordable to those households earning 80% of median household income for the AMI, as determined by the current fiscal year HUD income limit table at the time the housing is built.¹

(g) **Building Heights:** The Brookhaven Overlay district is divided into two sub-areas for the purpose of establishing allowable building heights:

- Sub-Area I- includes the area directly surrounding the Station and includes parcels with frontage along Peachtree Road up to a maximum distance of four hundred forty (440) feet from the Peachtree Road right of way, where the highest intensity development is desired.
- Sub-Area II- includes the remaining area within the Overlay District, including Dresden Drive, North Druid Hills Road and those areas that serve as a transitional edge between higher density development surrounding the Station and existing single family neighborhoods. The maximum heights for each sub-area, with and without the potentially available bonuses, are as follows (See Sec. 27-728.15.12.g of the Overlay):

Sub-Area I		
Building Use	Max. Building height	Max. building height with Bonuses
Single-family Attached	3 stories or 45 feet*	4 stories or 55 feet*
Commercial	6 stories or 80 feet*	7 stories or 90 feet*
Multi-family	6 stories or 80 feet*	8 stories or 100 feet*
Mixed-Use	6 stories or 80 feet*	8 stories or 100 feet*

¹ Please note that Section 27-31 of the Overlay states that the definition is “for-sale housing,” however, Section 27-728.15.12.g states that “applicable residential units may include townhomes, for-sale condominiums and rental apartments”.

Sub-Area II		
Building Use	Max. Building height	Max. building height with Bonuses
Single-family Attached	3 stories or 45 feet*	4 stories or 55 feet*
Commercial	4 stories or 60 feet*	5 stories or 70 feet*
Multi-family	4 stories or 60 feet*	6 stories or 80 feet*
Mixed-Use	4 stories or 60 feet*	6 stories or 80 feet*

With respect to the Station, Tract 1 (the West Lot, fronting on Peachtree Road) lies entirely in Sub-Area 1. Tract 2 (the East Lot, fronting on Apple Valley Road) is divided between the two sub-areas, with the portion closer to the Station in Sub-Area I.

An additional height bonus (See Sec. 27-728.15.12.g of the Overlay) applies to land (regardless of sub-area) within 800 feet of the Station fare gates but no closer than 200 feet to any single-family detached or attached residence. This bonus, designed to cluster the district's tallest buildings in immediate proximity to the Station, allows heights of up to 125 feet, provided that ceiling open space requirements are satisfied *and* that the Project meets two out of three bonus criteria:

- 20% workforce housing;
- 40,000 square feet of first or second floor retail in vertically mixed-use buildings with residences or offices on the upper floors; and
- A community meeting facility of at least 8,000 square feet.

(h) Urban Design: MARTA's urban design intent for the Project is illustrated by Figure 4 below, which is a plan view of the full build concept in the Master Development Plan. As previously stated, figure(s) depicted herein are illustrative rather than literal or prescriptive.

In developing proposed site plans, Proponents should be guided by the applicable open space and site design provisions of the Overlay. Key elements of the design intent include the following:

- (i) The East Lot (Tract 2) should be broken up by a street grid appropriate for TOD. Block sizes should conform to the requirement of the Overlay (See Sec. 27 728.15.12.d.i of the Overlay) that new blocks not exceed 300 feet in length. There should be at most one curb cut on Apple Valley Road (other than its intersections with the new streets).
- (ii) At full build-out, all Project parking (other than on-street spaces) should be in garages. These structures should have minimum visibility from any public street,

and should be "wrapped" by development except on rear facades facing the railroad embankment. The garages should be accessed, to the maximum degree possible, from the East Lot's new interior streets and from Dresden Drive, rather than from Apple Valley Road.

- (iii) An east-west axis of public open space, illustrated in Figure 4 by the green arrow, is an essential organizing feature of the Project. This axis includes the existing pedestrian tunnel beneath the railroad embankment, which provides access to the station from the East Lot, as well as three new open space areas: (i) a significant "town green" park, framed by new streets that extend Peachtree View and Fernwood Circle into the East Lot; (ii) a new landscaped and hardscaped plaza extending from the "town green" to the pedestrian tunnel; and (iii) a new landscaped and hardscaped plaza on the West Lot connecting the station entrance to Peachtree Road and providing direct entry to the adjoining development buildings.

Figure 4: Urban Design Concept Plan



- (iv) It is important for MARTA customers that the taxi spaces and the "pick up/drop off" (or "kiss and ride") area currently provided on the northerly portion of the West Lot be replaced as part of the Project.

(v) MARTA encourages Proponents to embrace sustainable business practices, as described in the MARTA TOD Guidelines, and show how they will be utilized in development at the Project.

(i) Parking:

(a) Parking for Development: The parking standards set forth in the Overlay (See Sec. 27-728.15.1 of the Overlay) that will apply to the Project are as follows:

Use	Minimum Parking Required	Maximum Parking Allowed
Housing (single-family attached or multi-family)	1 space per dwelling unit	2 spaces per dwelling unit
Commercial (Office)	1 space per 400 square feet gross building area (i.e., 2.5 spaces per 1,000 square feet)	Same as minimum
Retail	1 space per 300 square feet gross building area (i.e., 3.3 spaces per 1,000 square feet)	Same as minimum

Shared parking, consistent with the provisions of Sec. 27-728.15.10 of the Overlay, is strongly encouraged. MARTA contemplates that some or all of the new garages will be able to accommodate both park-and-ride and Project facilities, and that within such garages some of the spaces reserved for MARTA daily use during commuting hours will be available for retail and commercial uses at night and on weekends. This arrangement will reduce the overall capital and operating cost of the parking facilities, as well as the volume of space they consume.

MARTA encourages the use of innovative technologies in project garages, including but not limited to the availability of electric vehicle charging infrastructure at certain spaces and the use of instrumentation to provide customers with real-time information on availability and rates.

(b) Park-and-Ride/Long Term Parking Replacement: MARTA has determined that the Project should preserve (by replacing in garages) **approximately 560** park-and-ride spaces, **including 170** long term parking spaces, of the more than **1,400** spaces which currently exist on the Site. In developing their proposals, Proponents should be guided by the following:

- It is assumed that the replacement of surface lots with garages will occur in phases, such that at any time prior to full buildout the park-and-ride

supply may include a combination of surface and structured spaces. The phasing must be planned and implemented such that **560** park-and-ride spaces and long term parking are in service at all times.

- For garages that will or may be shared, the plan should show how the design will accommodate peak-hour access, egress, and occupancy by MARTA customers (in particular, will entrances and floors be dedicated or shared).
- The revenue control system should accommodate daily and overnight park-and-ride users at differing rate structures, such that the physical allocation of spaces between daily and overnight use can be changed, at MARTA's directive, to reflect demand. In garages serving both MARTA and Project patrons, there should be similar flexibility to shift spaces from reserved park-and-ride use during commuter hours to general commercial use during nights and weekends. However, there needs to be **at least 170** dedicated parking spaces for long term MARTA patron parking.
- It is MARTA's expectation that Proponents will design and build the garages, subject to MARTA design review.

4. DEVELOPER RESPONSIBILITIES: This section provides a general overview of the anticipated responsibilities of the selected Proponent. Requirements include (but are not limited to) the following:

- Land/Lease Purchase;
- Market Research;
- Site Planning;
- Securing Entitlements and Development Approvals;
- Securing Project Financing;
- Horizontal and Vertical Development; and
- Facilitating Community Engagement.

Following the selection of the Firm, MARTA intends to address development responsibilities in a more specifically defined and detailed development agreement which will ultimately be approved by the MARTA Board of Directors as negotiated between the parties.

Land Lease Purchase: The selected Firm is expected to lease and/or purchase components of the subject property in order to implement a plan meeting MARTA's TOD objectives. To the extent allowed by law, MARTA is open to phased take-down of the land commensurate with the expected development and phasing plan.

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

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

Entitlements and Development Approvals: The selected Firm will be responsible for effectuating any necessary land use changes and obtaining permits or regulatory approvals for development of the site from the City of Brookhaven and other governing entities. This includes rezoning, any required environmental site assessments, documentation, reports, approvals, building permits, and any similar necessary requirements. An outline of the City of Brookhaven's rezoning process is included herein as **Attachment D**. MARTA will assist the selected Firm in securing zoning entitlements and permits for the site as required by the City of Brookhaven.

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

MARTA will work with the selected Firm to seek any available public financing opportunities to support infrastructure-related improvements at the Project. Improvements may include items such as structured replacement parking, relocation of existing utilities, streetscape improvements and other pedestrian-oriented access improvements. It is important to note that MARTA cannot guarantee the availability or the timing of public financing.

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

with all applicable MARTA, City of Brookhaven, State of Georgia and U.S. federal regulations.

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

The City of Brookhaven recently created the Brookhaven-MARTA Citizens Review Board (“CRB”). This 13-member board was created to facilitate community engagement on the Project. The CRB includes broad representation from Brookhaven, including all council districts, surrounding neighborhoods, the Brookhaven Development Authority, the Brookhaven-Peachtree Corridor Alliance and the Mayor. **Firms are encouraged to meet with the CRB in advance of submitting a Proposal to this RFP.** A meeting with the CRB can be arranged by contacting:

Bates Mattison, Brookhaven City Council District 3
City of Brookhaven
4362 Peachtree Rd, NE
Brookhaven, GA 30319
Office: 404-637-0716
Direct: 678-390-3424
bates.mattison@brookhavenga.gov

The CRB will provide written feedback to MARTA’s Source Evaluation Committee on the Projects as they are presented to the CRB. Following selection, the Firm will meet regularly with the CRB in order to solicit input on the Project in support of the required rezoning. A list of the members of the CRB is included herein as **Attachment E**.

Please note, ultimate approval of the rezoning will be granted though a non-binding recommendation from the Planning Commission to City Council. To initiate a request for a rezoning within Brookhaven, an applicant must schedule and hold a pre-application meeting with Brookhaven Planning & Zoning staff. Following the pre-application meeting, applicants can submit their application and required supplemental materials as outlined in the attached Land Use Petition Application (**Attachment D**).

PART IV
FORMS FOR SUBMITTAL

See attached.

Form 1: Illegal Immigration Reform and Enforcement Act

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RFP P31778-A

CONTRACTOR AFFIDAVIT UNDER OCGA §13-10-91(b) (1)

By executing this affidavit, the undersigned Contractor verifies its compliance with OCGA §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY 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 OCGA §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for 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 OCGA §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Metropolitan Atlanta Rapid Transit Authority
Name of Public Employer

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

Executed on _____, 2015 in _____ (City), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 2015

NOTARY PUBLIC

My Commission Expires:

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RFP P31778-A

SUBCONTRACTOR AFFIDAVIT UNDER OCGA §13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with OCGA §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Name of Contractor) on behalf of METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY 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 OCGA §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by OCGA §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor the subcontractor will forward, within five business days of receipt, a copy of such notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Metropolitan Atlanta Rapid Transit Authority

Name of Public Employer

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

Executed on _____, 2015 in _____ (City), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2015

NOTARY PUBLIC

My Commission Expires:

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RFP P31778-A

SUB-SUBCONTRACTOR AFFIDAVIT UNDER OCGA §13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with OCGA §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (Name of Contractor) on behalf of METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY 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 OCGA §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by OCGA §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Metropolitan Atlanta Rapid Transit Authority
Name of Public Employer

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

Executed on _____, 2015 in _____ (City), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2015

NOTARY PUBLIC

My Commission Expires:

Form 2: List of Proposed Subcontractors

LIST OF PROPOSED SUBCONTRACTORS

PROVIDE THE FOLLOWING INFORMATION FOR EACH PROPOSED SUBCONTRACTOR

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

\$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999

\$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

\$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999

\$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) DBE NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

\$0 - \$99,999 \$100,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$4,999,999

\$5,000,000 - \$9,999,999 \$10,000,000 - \$14,999,999 \$15,000,000 - 24,999,999

(Use Additional Sheet(s) as Required)

LIST OF PROPOSED SUBCONTRACTORS

PROVIDE THE FOLLOWING INFORMATION FOR EACH PROPOSED SUBCONTRACTOR

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

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

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

(Use Additional Sheet(s) as Required)

Appendix A: Department of Diversity and Equal Opportunity Requirements

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
EQUAL EMPLOYMENT OPPORTUNITY
AND
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
FOR
NEGOTIATED CONSTRUCTION CONTRACTS**

This document is issued pursuant to Title VII of the *Civil Rights Act* of 1964, *Executive Order* 11246, *Executive Order* 11625, 49 CFR Part 26, and the MARTA Board Policies on equal employment opportunity (Exhibit A), and the utilization of disadvantaged business enterprises (Exhibit B). The Contractor is required to take certain actions designed to assure equitable participation of minority persons and women in its work force, as well as the maximization of opportunities for disadvantaged business enterprises.

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

PART I - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity Pursuant To *Executive Order* 11246.

1. The Bidder's attention is called to the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Part 1. B) and the "Equal Opportunity Clause" (Part I. C) set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the Atlanta area, are as follows:

The following goals and timetable for female employment apply nationwide.

Timetable	Table	Goal
From April 1, 1980, Until further notice by OFCCP	All combined	6.9%

The following goals and timetables for minority employment apply to the Atlanta, Georgia, Standard Metropolitan Statistical Area (SMSA) which includes Fulton, DeKalb, Cobb, Clayton, Gwinnett, Butts, Cherokee, Douglas, Fayette, Forsyth, Henry, Newton, Paulding, Rockdale, and Walton Counties.

Timetable	Table	Goal
Until further notice by OFCCP	Each Trade	21.2%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the Atlanta area. If the Contractor performs construction work in a geographical area located outside of the Atlanta SMSA, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with *Executive Order 11246*, the regulations in 41 CFR Part 60-4, and MARTA policy shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specification set forth in 1.B below, and its efforts to meet the goals established for the Atlanta geographical area, where the contract resulting from this solicitation, is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, *Executive Order 11246*, the regulations in 41 CFR Part 60-4, and MARTA policy. Compliance with the goals will be measured against the total work hours performed.

3. Subject to the requirements provided in the appropriate GENERAL and SUPPLEMENTARY CONDITIONS, the Contractor shall provide written notification to MARTA's Executive Director, Office of Diversity and Equal Opportunity and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

B. Equal Employment Opportunity Construction Contract Specifications Pursuant to 41 CFR 60-4.3(a) and MARTA Policy.

1. As used in the following specifications:
 - a. "*Covered area*" means the Atlanta, Georgia, Standard Metropolitan Statistical Area which includes Fulton, DeKalb, Cobb, Clayton, Butts, Cherokee, Douglas, Fayette, Forsyth, Henry, Newton, Paulding, Rockdale, and Walton counties.
 - b. "*Director*" means Director, Office of Federal Contract Compliance Programs (OFCCP) United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "*Minority*" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- d. "*Authority*" means the Metropolitan Atlanta Rapid Transit Authority, (MARTA).
- e. "*Administering Agency*" means the Federal Transit Administration (FTA).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications, and the foregoing Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. Each Contractor or Subcontractor is individually required to comply with its obligations under these EEO provisions, and to make a good faith effort to achieve each goal in the Atlanta area in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in the Atlanta area does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the covered area's goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation, from which this contract resulted, are expressed as percentages of the total hours of employment and training of minority and female utilization. The Contractor should reasonably be able to achieve these goals in each construction trade in which it has employees in the covered area. Covered Construction Contractors, performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract, shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, *Executive Order* 11246, the regulations promulgated pursuant thereto, or MARTA policy.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Authority's Executive Director, Office of Diversity and Equal Opportunity and OFCCP's Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union's referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the

Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards, accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's and Subcontractors with which the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation, at least, of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force, participation, makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of *Executive Order 11246* if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of *Executive Order 11246* if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to *Executive Order 11246*.
 12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to *Executive Order 11246*, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and *Executive Order 11246*, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the

Contractor fails to comply with the requirements of *Executive Order* 11246, the implementing regulations, or these Specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as required by the Authority in paragraph 16 below and as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). Similarly, nothing herein shall be interpreted to diminish the responsibilities of the Authority nor the obligations of Contractors or Subcontractors pursuant to *Executive Order* 11246 and MARTA policy.
16. The Contractor shall provide to the Authority, by the fifth day of each month, with the Monthly Construction Worker Utilization Report as shown in Exhibit C. This report shall contain information on all personnel on each MARTA contract. Subcontractors, also shall provide the same reports, through the Contractor, by the fifth day of each month. If the Contractor or a Subcontractor is unable to submit its report on time, it shall notify the Executive Director, Office of Diversity and Equal Opportunity, MARTA, and request additional time to submit the report. Failure of the Contractor to report in a timely manner may result in a finding of noncompliance.
17. The Contractor and Subcontractor shall permit access to their books, records, and accounts by OFCCP, the Federal DOT, the Federal Transit Administration and by the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designated representative for purpose of investigation to ascertain compliance with the foregoing requirements.

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order 11246* of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order 11246* of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted contracts in accordance with procedures authorized in *Executive Order 11246* of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in *Executive Order 11246* of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (C.1) and the provisions of paragraphs (C.1) through (C.7), in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order 11246* of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The Contractor will take such action with respect to any Subcontractor or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Federal Nondiscrimination Provisions Pursuant to 49 CFR Part 21.

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

1. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
2. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, creed or national origin.
4. The Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. The Contractor shall include the sentence immediately preceding paragraph (D.1) and the provisions of paragraph (D.1) through (D.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a

Subcontractor or Supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Affirmative Action Requirements Pursuant to MARTA Policy.

1. This submittal requirement is applicable to each entity, including each separate partnership, corporation, company, joint venture, or other entity, regardless of its level of participation, comprising the business organizations or entities submitting the bid(s). Each Contractor desirous of doing business with the Authority shall be required to submit a current equal opportunity policy statement if you have less than 50 employees; or a current affirmative action program if you have 50 or more employees. This information is required prior to contract award and shall contain the following: a utilization analysis, showing, by job category, the extent to which minorities and women are employed in its local workforce; an analysis of underutilization; a program of goals and timetables to correct any such underutilization; and/or data called for by these guidelines or by the directives of the Authority's Office of Diversity and Equal Opportunity.
2. "Underutilization" is defined as employing fewer minorities in a particular job category than would reasonably be expected by their availability in the general population, or fewer women in a particular job category than would reasonably be expected by their availability in the labor market. In determining whether minorities or women are being underutilized in any job category, the Bidder will consider at least all of the following factors:
 - a. The minority population of the area encompassed by the MARTA system;
 - b. The size of the minority and female unemployment force in the labor area encompassed by the MARTA system;
 - c. The percentage of minority and female workforces as compared with the total workforce in the labor area encompassed by the MARTA system;
 - d. The general availability of minorities and women having requisite skills in the labor area encompassed by the MARTA system;
 - e. The availability of minorities and women having requisite skills in the area in which the Contractor can reasonably recruit;
 - f. The availability of promotable minority and female employees within the Contractor's organization;
 - g. The anticipated expansion, contraction and turnover of and in the workforce;
 - h. The existence of training institutions capable of training minorities and women in the requisite skills; and
 - i. The degree of training which the Contractor is reasonably able to undertake as a means of making all job classes available to minorities and women.

3. In the event there is an underutilization of minority or female employees the Bidder shall also be required to include in its affirmative action plan, a program, including goals and timetables, for correcting these deficiencies.
4. An effective affirmative action program shall contain but not necessarily be limited to the following ingredients: (a) development or reaffirmation of the Contractor's equal employment opportunity policy in all personnel actions; (b) formal internal and external dissemination of the Contractor's policy; (c) establishment of responsibilities of implementation of the Contractor's affirmative action program; (d) identification of underutilization by organizational units and job categories; (e) where underutilization occurs, development and execution of a program establishing corrective and affirmative goals and objectives by organizational units and job category, including timetables for completion; (f) design and implementation of internal audit and reporting systems to measure effectiveness of the total program; (g) active support of local and national community action programs. Support data for the above analysis and program shall be compiled and maintained as part of the affirmative action program. This data should include progression line charts, seniority rosters, applicant flow data, and applicant rejection ratios indicating minority and female status.
5. Goals shall be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. The use of goals is not intended and should not be used to discriminate against any applicant or employee because of race, color, religion, sex or national origin.
6. All contractors doing business with the Authority shall submit at least quarterly reports or as may be requested by the Executive Director, Office of Diversity and Equal Opportunity or a designee. Such employment reports shall include such information as to the practices, policies, programs, and statistics of the Contractor, and shall be in such form, as the Authority may prescribe (Exhibit C-1 is currently required to be submitted within 10 calendar days following the end of each calendar quarter).
7. Subcontractors are bound by the same requirements as contractors, who shall be responsible for the compliance of their subcontractors.
8. Each contractor shall designate, and notify the Authority of the person who will be responsible for implementing its equal opportunity policy and plan.
9. Failure to comply with the Authority's Equal Employment Opportunity Policy may constitute cause for cancellation or termination of the contract and may render a contractor ineligible for future contracts with the Authority. Immediately upon finding that a contractor is in noncompliance or has no affirmative action program or that such program is unacceptable, the Authority shall issue a notice to the Contractor giving it thirty (30) days to show cause why the contract should not be terminated. If the Contractor fails to show good cause for noncompliance and fails to remedy that noncompliance by developing and implementing an acceptable affirmative action program within thirty (30) days, the Authority shall issue a notice of proposed cancellation or termination of existing contracts and subcontracts and debarment from future contracts and subcontracts, giving the contractor ten (10) days to request a hearing, pursuant to hearing procedures.

If a request for hearing has not been received within ten (10) days from the receipt of such notice, such contractor will be declared ineligible for future contracts and current contracts will be terminated for default.

10. During the "show cause" period of thirty (30) days, every effort shall be made by the Authority through conciliation, mediation and persuasion to resolve the deficiencies which led to the determination of noncompliance.
11. Any prime contractor or subcontractor declared ineligible for future contracts or subcontracts may request reinstatement in a letter directed to the Authority. In connection with the reinstatement proceeding, the prime contractor or subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the Equal Employment Opportunity requirements.
12. The Contractor and Subcontractor shall permit access to their books, records and accounts by OFCCP, the Office of Civil Rights of the Federal Transit Administration and by the Authority's Director, Office of Equal Opportunity or a designated representative for purpose of investigation to ascertain compliance with the foregoing requirements.

PART II - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

3. Disadvantaged Business Enterprise (DBE) Goals.

The Authority has established a DBE contract goal of 20% of the total dollar value of the bid total, including amendments, modifications, options and change orders. Credit towards the DBE goal for a contract shall be limited to the participation of firms performing within the designated NAICS code(s) for which the firms have been certified as a DBE.

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

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

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

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

B. DBE Reporting and Recordkeeping Requirements.

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

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

C. Miscellaneous Requirements.

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

incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

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

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

6. **Arbitration.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes. The Contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination **(the five day period may be reduced if the matter is one of public necessity, e.g., safety).** The Contractor may not terminate any DBE subcontractor and perform that

work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity.

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

D. Civil Rights Requirements

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

1. Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination

on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of title VI of the Civil rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue.
3. Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC 42 U.S.C. § 2000e, and 49 USC 42 U.S.C. § 5332 and any implementing requirements FTA may issue. The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin.

Affirmation action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.

4. Equal Employment Opportunity Requirements for Construction Activities. With respect to activities deemed by the US Department of Labor (US DOL) to qualify as "construction," the Recipient agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with all applicable EEO requirements of US DOL regulations, "Office of Federal Contract compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 USC 42 U.S.C. §2000e note, and any Federal statutes, executive orders, regulations, and Federal policies affecting construction undertaken as part of the Project.
5. Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101 (b) of TEA-21, 23 USC 42 USC § 101 note, and US DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 23. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the USDOT. The Authority's DBE program, as required 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of the Contractual Agreement.

6. Discrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 42 USC §§ 1681 *et seq.*, with implementing USDOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or activities receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
7. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
8. Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 CFR § 5301 (d), which states the Federal policy that elderly persons and person with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agree to comply with all applicable requirement of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disability Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendment to the Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:
 - a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
 - b. US DOT regulations, "Nondiscrimination on the Basis of handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
 - d. US DOJ Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e. US DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in commercial Facilities," 28 CFR part 36;

- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity commission, "regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 CFR Part 1630;
- h. US Federal Communication Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and speech Disabled," 47 CFR Part 64;
- i. US ATBCB, "electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- j. FTA regulations, "Transportation for Elderly and Handicapped persons," 49 CFR Part 609;
- k. Any implementing requirements FTA may issue.

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

- 9. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Person with Limited English Proficiency," 42 USC § 2000d-1 note, and US DOT Notice, "DOT Policy Guidance concerning Recipients' Responsibilities to Limited English Proficiency (LEP), 70 *Federal Regulation* 74087, December 14, 2005.
- 10. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 USC § 4321 note.
- 11. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug abuse Office and Treatment Act of 1972, as amended, 21 USC §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 USC §§ 201 *et seq.*, and any amendments to these laws.
- 12. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirement of any other nondiscrimination statute(s) that may apply to this Contract
- 13. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. Contract Assurance. (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be

treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

A. Employment Data

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

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

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

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

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

B. SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

Name of Disadvantaged Business Enterprise	Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs owned and controlled by minorities	* Agreed Upon Price w/ DBEs owned and controlled by women
*Dollar value of each DBE agreement should be listed in one, not both of the "Agreed Upon Price" column; totals of the columns are to at least equal the DBE goals.				Totals	

C. CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MONTHLY CONSTRUCTION WORKER UTILIZATION REPORT

(see reverse side for instructions)

To: Office of Diversity and Equal Opportunity MARTA 2424 Piedmont Road, NE Atlanta, GA 30324-3330	From: (Name and location of <u>prime</u> or <u>first tier</u> contractor (circle one))
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1. Name of Project	2. Reporting Period (Mo, Yr)	3. Project		
		a. Number	b. Percent Completed	c. Date Completed

4.	5.	6.	7.						8.	9.	10.	11.	12.	
			a.	b.	c.	d.	e.	f.						
Company's Name (I.D.)	Percentage of Work Completed	Trade	Classification	Total	Black	Hispanic	American Indian	Asian American	Number of Women	% Minority Hrs. of Total Hrs.	Total # of Minority Employees	Total # of Female employees	% Female Hrs. of Total Hrs.	Total # of Employees
			J											
			H											
			Ap											
			Tr											
			J											
			H											
			Ap											
			Tr											
			J											
			H											
			Ap											
			Tr											
			J											
			H											
			Ap											
			Tr											

13. Company Official's Signature and Title	14. Date Signed	15. Telephone No.
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INSTRUCTIONS FOR FILING TRADE WORKER UTILIZATION REPORT

The construction Worker Utilization Report is to be completed by the prime Contractor and each Subcontractor and signed by a Responsible official of each company. The Reports are to be filed by the fifth day of each month, during the term of the contract, and they shall include the total hours worked for each employee level in each designated trade for the entire reporting period. Send two copies of the completed Report to the MARTA office shown below:

Ms. Antoine Smith Manager of Economic Opportunity Office of Diversity and Equal Opportunity 2424 Piedmont Road, NE Atlanta, GA 30324-3330	
Compliance Agency	MARTA has the responsibility for equal employment opportunity on the project.
Prime Contractor	Any contractor who has a contract with MARTA.
1. Name of Project	Name given in the invitation for Bids.
2. Report Period	Every 30 days.
3a. Project Number	Number assigned to contract.
3b. Percent of Project Complete	Percent of total work completed
3c. Date Project Completed	Date of estimated completion
4. Name of Company	Any contractor or Subcontractor on this project.
5. Percent of Project Complete	Percent project work contractor or subcontractor has completed.
6. Trade	All crafts performing on this project
7. Hours of Employment	The total number of hours worked by all employees in each classification; and the total number of hours worked by each minority group (Black, Hispanic, Asian, and American Indian) and women in each classification.
Classification	The level of accomplishment or status of the worker in the trade. (J-journeymen, H-helper, Ap-prentice, T-trainee).
8. Percent of Minority Hours of Total.	The percentage of minority hours of all hours worked.
9. Total number of Minority Employees.	Number of minority employees.
10. Total Number of Female Employees.	Number of female employees on job during reporting period.
11. Percent of Female Hours of Total Hours.	The percentage of total hours worked by women of all hours worked.
12. Total Number of Employees.	Number of all employees working on job during reporting period.

Contract Number: _____

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

Calendar Quarter covered by this report:

__ 1st __ 3rd 20__
__ 2nd __ 4th Year

If contract is complete please indicate if report is final:

Yes: ___ No: ___

Date Completed: _____

I. DISADVANTAGED SUBCONTRACTORS

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

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

Contract Number: _____

PRIME CONTRACTOR REPORTING ON SUPPLIERS, VENDORS AND SERVICE FIRMS

II. DISADVANTAGED SUPPLIERS, VENDORS AND SERVICE FIRMS

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

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

Contract Number: _____

III. MINORITY-OWNED BANKING

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

NAME OF MINORITY-OWNED
BANKING INSTITUTIONS

DOLLARS DEPOSITED
IN TIME ACCOUNTS

DOLLARS DEPOSITED
IN DEMAND ACCOUNTS

IV. CERTIFICATION

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

(Notary Seal)

My Commission Expires _____

Firm or Corporate Name

Signature of Firm's EEO Officer

Telephone Number

Fax Number

Email Address

Contract Number: _____

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

Calendar Quarter covered by this report:

__ 1st __ 3rd 20__
__ 2nd __ 4th Year

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

Former Position	Current Position

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

Former Position	Current Position

7. Comments (optional). _____

Contract Number: _____

Employment Data as of: _____

EEO STATISTICAL DATA ON THE PRIME CONTRACTOR'S STAFF ONLY

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

The above reflects (check one):

Atlanta-area workforce

Total permanent workforce (outside Atlanta area)

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

Signature: _____ Title: _____

Firm Corporate Name: _____

Name of MARTA DBE Analyst assigned this contract: _____

JOINT VENTURE DISCLOSURE OF REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brief Summary of information listed above:

Name	Qualifications	Responsibilities	Years of Experience	Person's Experience

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)
duly authorized representative of (the Joint Venture of) _____, I
(name of venture)

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

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

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

Signature of Joint Venture's Authorized Representative(s)

Signature of Joint Venture's Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this ____ day of _____, 20____, before me _____

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

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

(Notary Public)

My Commission Expires _____

(Seal)

DETERMINATIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE GOALS

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

Determination of DBE Status

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

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

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

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

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

DBE Eligibility Standards

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

Eligibility Guidelines (in general):

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

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

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

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

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

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

Counting DBE Participation Toward DBE Goals

DBE participation is counted toward meeting DBE goals as follows:

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

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

Examples of DBE Participation

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

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

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

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

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY GOOD FAITH EFFORTS

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

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

Administrative Reconsideration

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

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

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)

duly authorized representative of _____
(name of firm)

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

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

Signature of Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this ____ day of _____ 20____, before me personally appeared

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

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

(Notary Public)

My Commission Expires _____

(Seal)



Exhibit G – GOOD FAITH EFFORTS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOOD FAITH EFFORTS**

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

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

MINORITY-OWNED BANKS STATE OF GEORGIA

Bank Name	Address	Telephone/Fax	Contact/Title
Capitol City Bank and Trust Company	562 Lee Street S.W. Atlanta, GA 30310	T: (404) 752-6067 F: (404) 752-5862	Mr. George Andrews President & CEO
Carver State Bank	701 MLK Jr., Blvd, Savannah, GA 31402	T: (912) 233-9971 F: (912) 232-8666	Mr. Robert E. James President
Citizens Trust Bank	756 Piedmont Ave., Ste. 1200, Atlanta, GA 30303	T: (404) 575-8306 F: (404) 575-8311	Ms. Cynthia Day Senior EVP & COO
Global Commerce Bank	5150 Buford Hwy., Ste., B130, Doraville, GA 30340	T: (770) 457-5858 F: (770) 457-1410	Ms. Silvia E. Belen CFO & SVP
Metro City Bank	5441 Buford Hwy, Ste. 109, Doraville, GA 30340	T: (770) 455-4989 F: (770) 945-4988	Mr. Farid Tan President & CEO
Quantum National Bank	505 Peachtree Industrial Blvd, Suwanee, GA 30024	T: (770) 845-8300 F: (770) 945-4888	Mr. Bradley D. Bishoff SVP & CFO
State Bank of Georgia	131 Gingercake Road, Fayetteville, GA 30214	T: (770) 719-1200 F: (770) 716-0024	Mr. Kevin M. Sharpe SVE & CFO

UTILIZATION OF MINORITY-OWNED BANKS DISCLAIMER

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

Source: www.fms.treas.gov

Revised: (02/2009; 01/2012)

**Exhibit H
Page 1 of 1**

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

The Complete Listing of DBEs can be found at:

<http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx>

RFQ P31778-A Brookhaven/Oglethorpe University Station TOD

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

DISCLAIMER

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

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

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

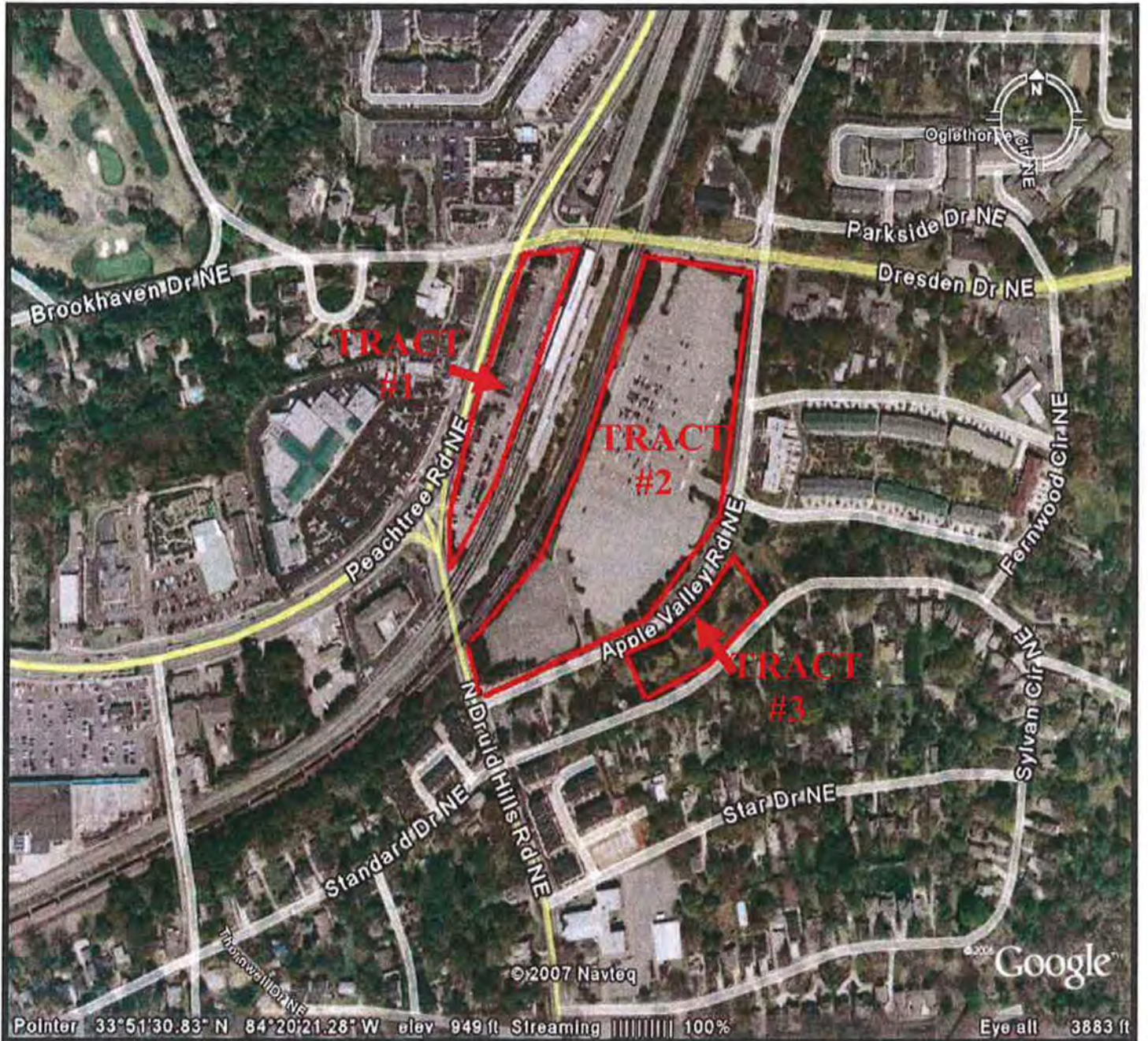
MARTA assumes no responsibility for transactions resulting from the use of this information and does not guarantee the quality or reliability of the firms listed, or their products or services.

PART V
ATTACHMENTS

See attached.

Attachment A: Aerial, Site Photograph, and Survey

**BROOKHAVEN-OGLETHORPE
UNIVERSITY STATION
Parcel D3116 Tracts 1, 2 & 3**



Attachment A

SITE PHOTOGRAPH



STATION 15

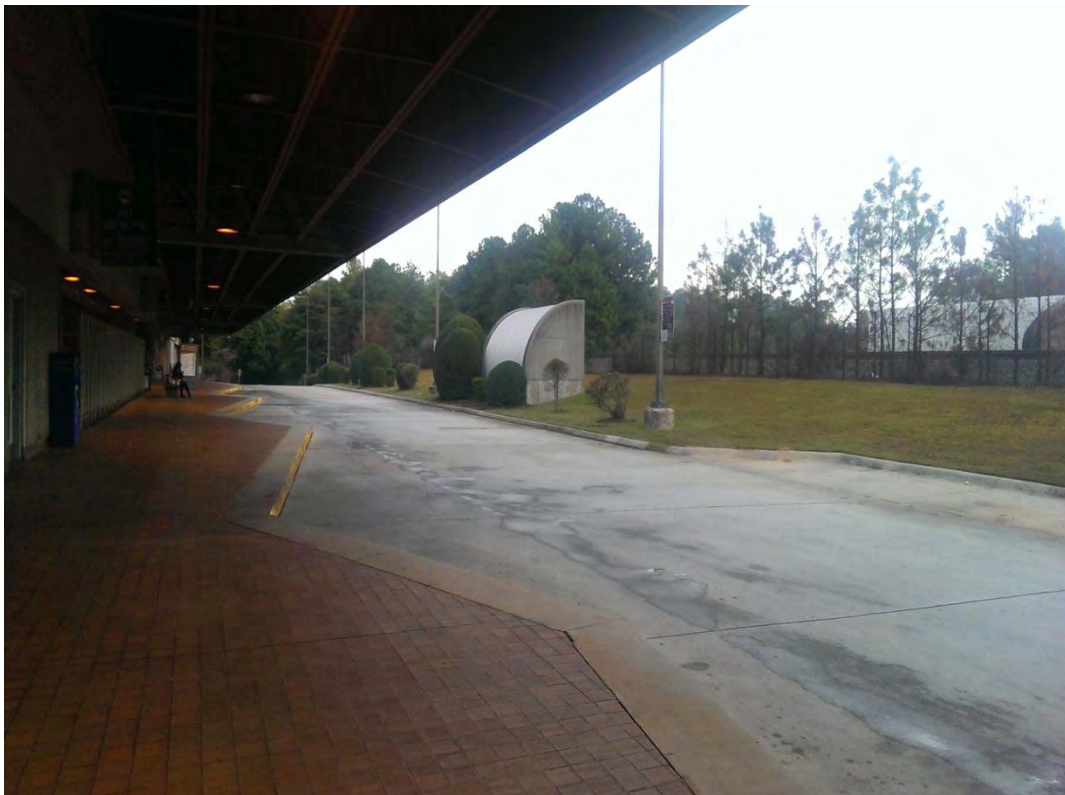


Attachment A

STATION 16



STATION 18



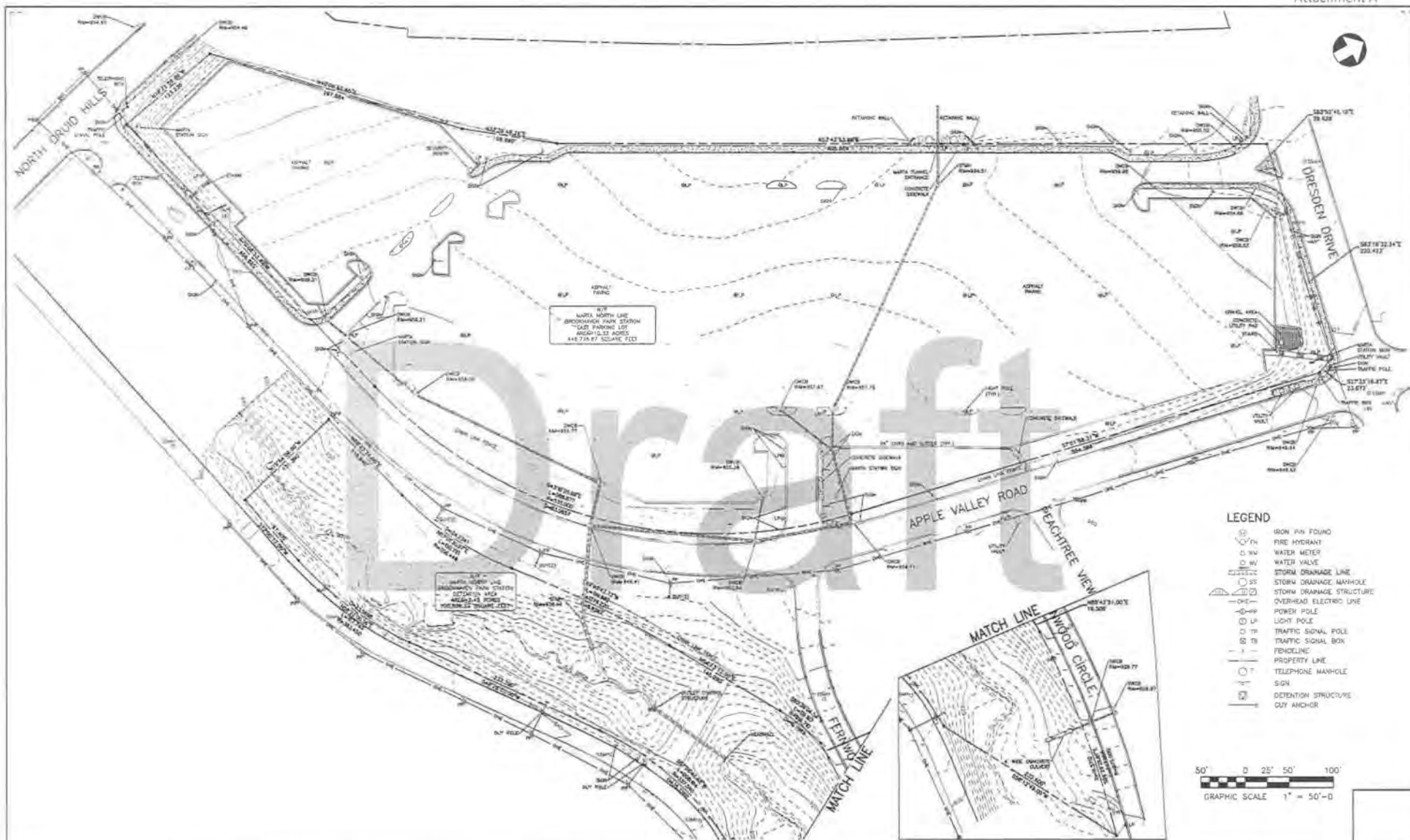
Attachment A

STATION 19



STATION 20





THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA O.C.G.A. §§ 8-6-61, AUTHORITY O.C.G.A. SECS. 12-8-67, 43-13-4, 43-15-6, 43-10-10, AND 43-15-22.

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

DESIGNER: P. SOTAK
 DRAWN: C. LANKFORD
 CHECKED: P. SOTAK
 IN CHARGE: J. MASISAK
 DATE: 30 JUNE 14

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

SUBMITTED: _____ APPROVED: _____

BOUNDARY SURVEY
 BROOKHAVEN/OGLETHORPE
 EAST PARKING LOT
 APPLE VALLEY ROAD
 LAND LOTS 238 AND 239 18TH DISTRICT
 DEKALB COUNTY, GEORGIA

SCALE	1" = 50'
CONTRACT PROFESSIONAL NUMBER	
DRAWING NO.	BROOK 0
REV.	0
PAGE	10
TOTAL PAGES	1

Attachment B: Brookhaven-Peachtree Overlay District Amendment

**CITY OF BROOKHAVEN
DEKALB COUNTY, STATE OF GEORGIA**

**ORD 2013 – 06 – 07
TEXT AMENDMENT 2013-02**

**TEXT AMENDMENT TO THE CITY OF BROOKHAVEN ZONING ORDINANCE
RELATING TO THE BROOKHAVEN-PEACHTREE OVERLAY DISTRICT**

WHEREAS, the City of Brookhaven Mayor and Council are tasked with the protection of the City's health, safety, and general welfare; and

WHEREAS, the City of Brookhaven Mayor and Council are authorized to exercise zoning powers; and

WHEREAS, the City lawfully assumed Planning and Zoning responsibilities from DeKalb County on January 17, 2013; and

WHEREAS, to ensure the responsible governance over zoning, land use, variances and other statutory controls on the uses of property within the boundaries of the Brookhaven-Peachtree Overlay District within the City of Brookhaven the city imposed a moratorium to study technical aspects affecting implementation of the overlay district, not to exceed midnight on June 25, 2013; and

WHEREAS, the Community Development Director reviewed the Brookhaven-Peachtree Overlay District language within the Zoning Ordinance, solicited public input, and held various meetings with interested parties; and

WHEREAS, the Community Development Director provided an outline of feedback received to the Mayor and Council; and

WHEREAS, the Community Development Director advised the Mayor and Council that density is regulated by the underlying zoning district and recommended limited technical revisions relating to parking, signage, story, and height; and

WHEREAS, the Community Development Director received further direction from the Mayor and Council to amend the district overlay in regard to applicable density ; and

WHEREAS, the Mayor and Council find that a text amendment is needed to provide for effective administration of the Brookhaven-Peachtree Overlay District;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Brookhaven, Georgia, and it is hereby ordained by the authority of same, that Chapter 27 of the Code of the City of Brookhaven, also known as the City of Brookhaven Zoning Ordinance, adopted January 15, 2013, is hereby amended as follows:

PART I.

Section 27-728.15.12 (f) subparagraph (2) is hereby amended by the deletion of subparagraph (2) and the substitution of subparagraph (2) as follows:

(2) All building heights are to be measured from the average elevation of the finished sidewalk measured along the building façade facing the street with the highest daily traffic volume, to the top of cornice or top of parapet wall for flat roof buildings or the bottom of the eave for slope-roofed buildings. Levels measuring less than six (6) feet in height for the purposes of raising the first-floor level above the street level, providing a consistent first-floor level (crawl space), or for the sole purpose of housing mechanical, plumbing, or electrical equipment shall not be counted as stories for the purposes of calculating maximum building heights.

PART II.

Section 27-728.15.12 (f) subparagraph (3) is hereby amended by the addition of a., b., and c. as follows:

- a. The second story shall encompass one hundred percent (100%) of the gross floor area of the first floor; however, up to twenty five percent (25%) of the second floor may be used for architectural features including open air spaces for dining or other business purposes, atriums, stairwells, or elevators. All other architectural features must be submitted to and approved by the Brookhaven City Council.
- b. The second floor front façade shall extend for the entire width of the first floor building façade that fronts the primary street, except as otherwise provided in the above paragraph a.
- c. The entire indoor area of the second floor shall be conditioned space (HVAC) and available for human occupancy.

PART III.

Section 27-728.15.10 (a) is hereby amended by the deletion of paragraph (a) items (1) through (3) and the substitution of paragraph (a) items (1) through (4) as follows:

- (a) Off-street parking requirements for uses and structures are authorized and permitted, as follows:
 - (1) Dwellings:
 - a. Single-family attached: One (1) space (minimum).
 - b. Multifamily: One (1) space per dwelling unit (minimum).

- (2) Commercial: One (1) parking space for every four hundred (400) square feet of gross building area (minimum).
- (3) Retail: One (1) parking space for every three hundred (300) square feet of gross building area (minimum).
- (4) Restaurants: One (1) parking space for every one hundred twenty five (125) square feet of dining space, including outdoor dining space (minimum).

PART IV.

27-728.15.11 (Signs) is hereby amended by the addition of the following language to such section:

Sidewalk signs shall be allowed within the Brookhaven-Peachtree Overlay District. Sidewalk signs are defined as an A-frame or easel style sign to be placed on the sidewalk in conjunction with a business establishment. The following shall apply to sidewalk signs:

1. Sign composition material: Wood or Metal (dry erase or chalk board style).
2. Setback from Right-of-way: Must be situated to allow for clear passage with a minimum accessible sidewalk width of 36" and compliance with the American with Disabilities Act.
3. Number of Signs allowed: One (1) per establishment.
4. Maximum Height: Three (3) feet.
5. Sign Area: No larger than six (6) square feet.
6. Sign placement per establishment shall not be placed beyond the exterior wall façade per tenant space.
7. All sidewalk signs shall be removed daily upon cessation of business hours and shall be stored indoors.
8. No sidewalk signs shall be lit, contain neon, or contain plastic construction or embellishment.
9. Evidence of neglect or dilapidation of any sidewalk sign shall provide cause for immediate removal.
10. Sidewalk signs shall not require a sign permit or authorization sticker affixed to the subject sign.

PART V.

Section 27-728-15.1 (Scope of provisions) shall be amended by adding the following sentence to read as follows:

Conflict means there are competing regulations or provisions. In the absence of a provision in the overlay district, the regulations of the underlying zoning shall apply.

PART VI.

Section 27-728.15.12 (g) (4) c. is hereby be amended by the substitution of the word "pubic" with the word "public".

PART VII.

Section 27-915 is hereby by amended by the addition of subparagraph (k) to read as follows:

(k) Allow a reduction to second floor area percentages or architectural features within the Brookhaven Peachtree Overlay District.

PART VIII. EFFECTIVE DATE

This ordinance providing for a text amendment and moratorium expiration shall become effective upon adoption by the Mayor and City Council

PART IX. SEVERABILITY

Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this ordinance as a whole, nor any part thereof, other than the part so declared to be invalid or unconstitutional.

PART X. REPEAL OF CONFLICTING ORDINANCES

This ordinance amends the City of Brookhaven Zoning Ordinance, and all other conflicting ordinances or resolutions are hereby repealed, provided that nothing herein shall be construed as repealing the conditions of use, operation, or site development accompany permits lawfully issued under previous ordinances or resolutions, and provided further that modification or repeal of those past conditions of approval may be accomplished as authorized and provided by the requirements of the Zoning Ordinance.

SO ORDAINED AND EFFECTIVE


This 20th day of June, 2013.

APPROVED:




J. Max Davis, Mayor

ATTEST:

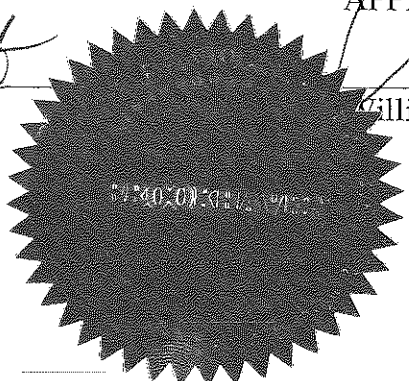


Susan Hiott, City Clerk
(Seal)

APPROVED AS TO FORM:



William F. Riley, Acting City Attorney



6/20/2013 Approved

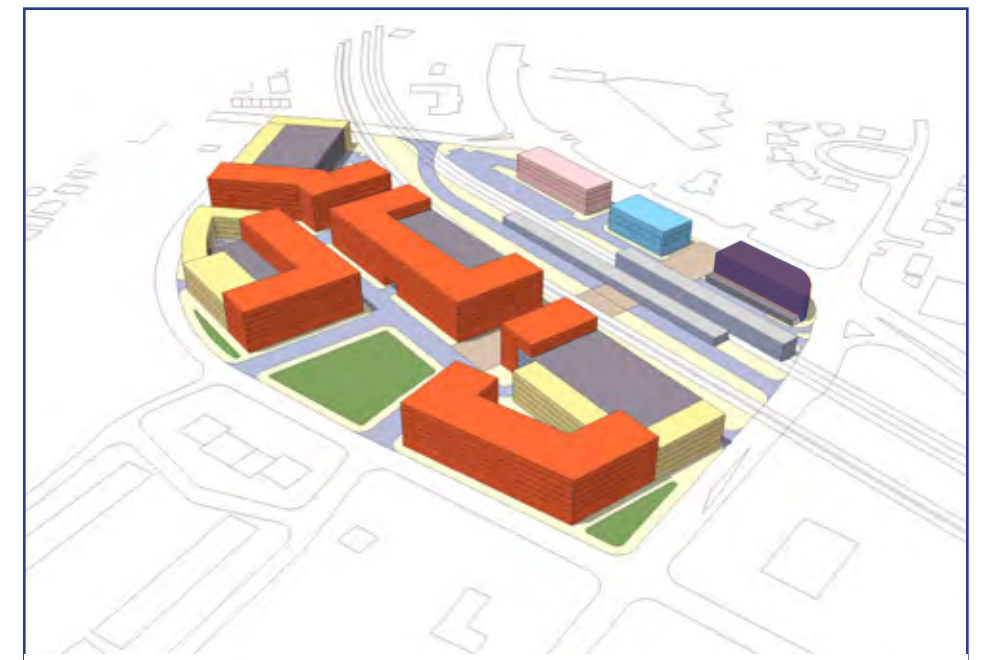
Attachment C: Brookhaven Master Plan



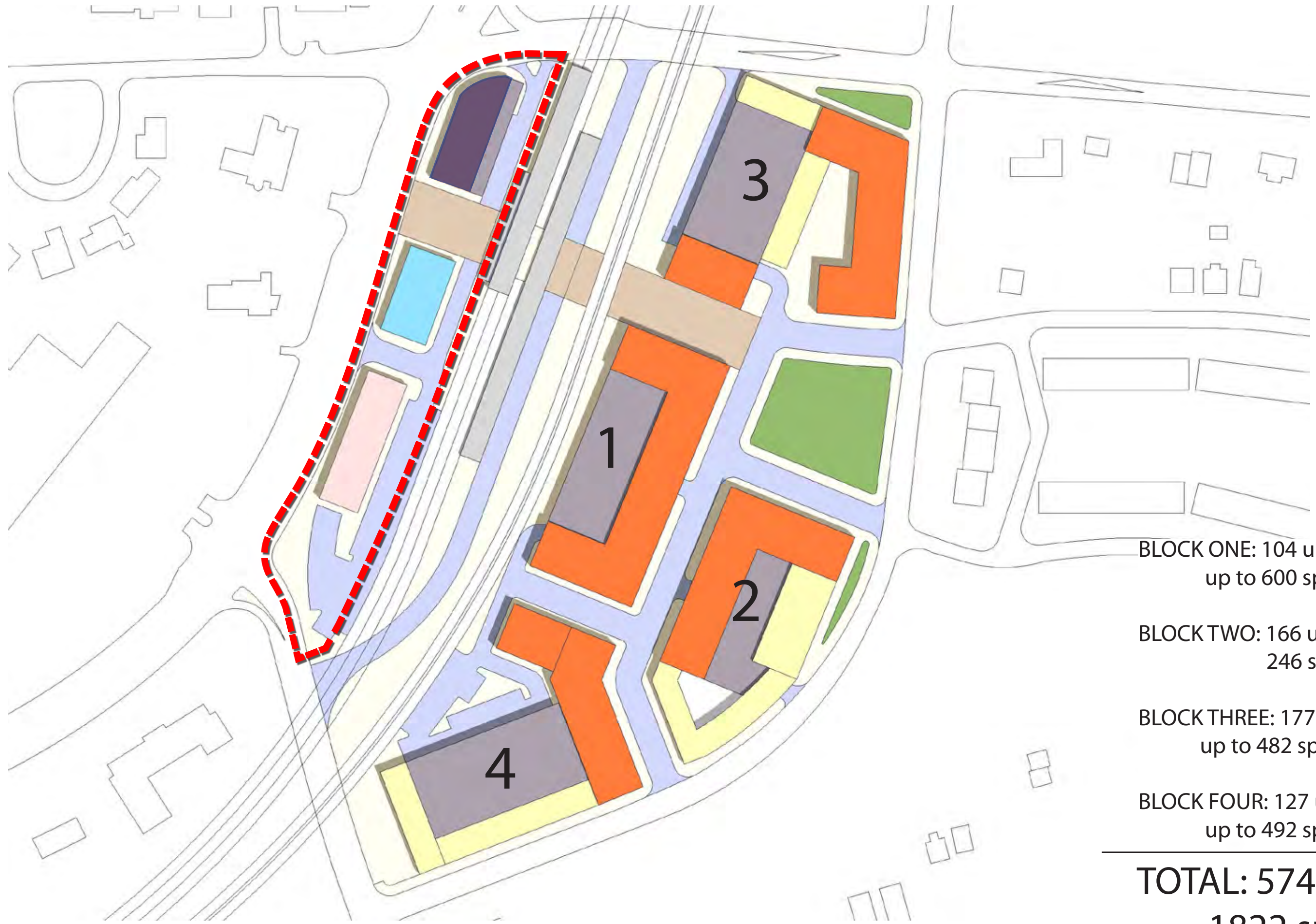
- Residential
- Library
- Hotel
- Open Space
- Mixed Use (residential with retail/office at the street level)
- Office / Commercial

Condominium: 274 units Hotel: 120 rooms
 Apartment: 300 units Library: 18k SF
 Retail/Office: 68k SF Parking: 1820 spaces

scale: 1"=200'  



Brookhaven **MARTA** Station Master Plan



BLOCK ONE: 104 units
up to 600 spaces

BLOCK TWO: 166 units
246 spaces

BLOCK THREE: 177 units
up to 482 spaces

BLOCK FOUR: 127 units
up to 492 spaces

TOTAL: 574 units
1822 spaces

--- Separate phase to be determined based upon market conditions



Phase One

104 units
up to 600 spaces



Phase Two

447 units
up to 1328 spaces



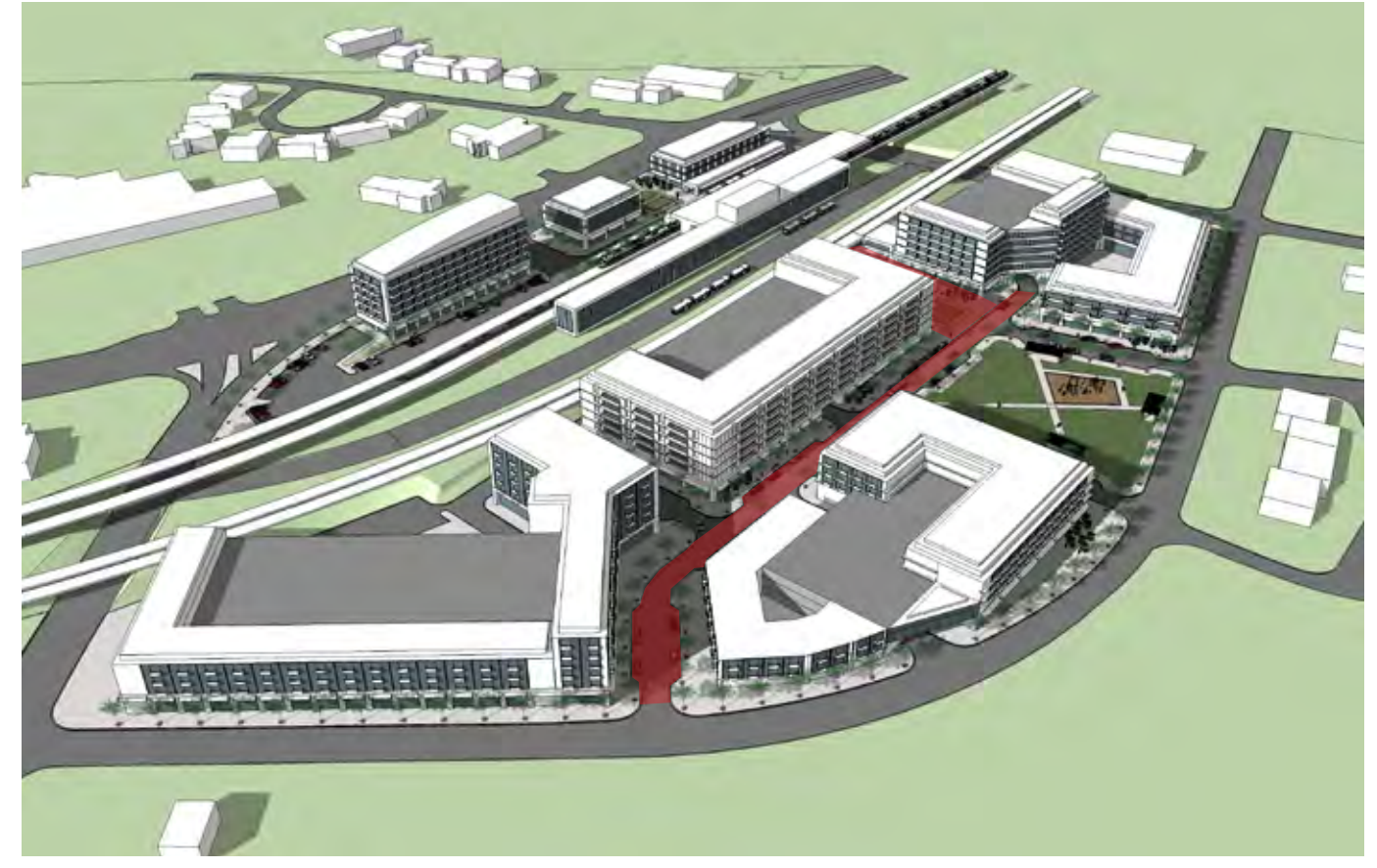
Phase Three

574 units
up to 1820 spaces

*Program does not include development to the west of the MARTA tracks.



Phase Three Plan

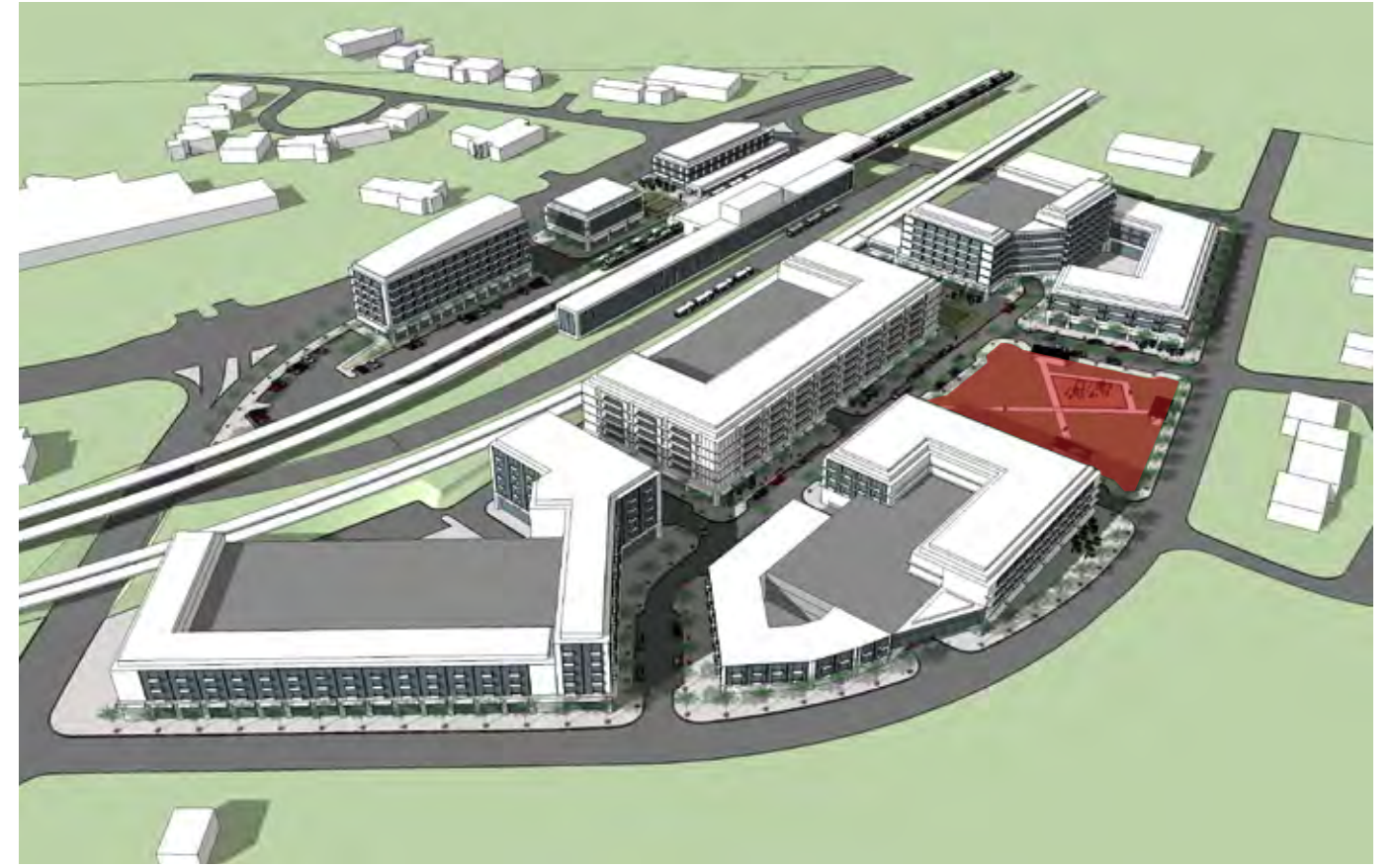


View of new Plaza at MARTA Tunnel



View North along new Street

Perspectives

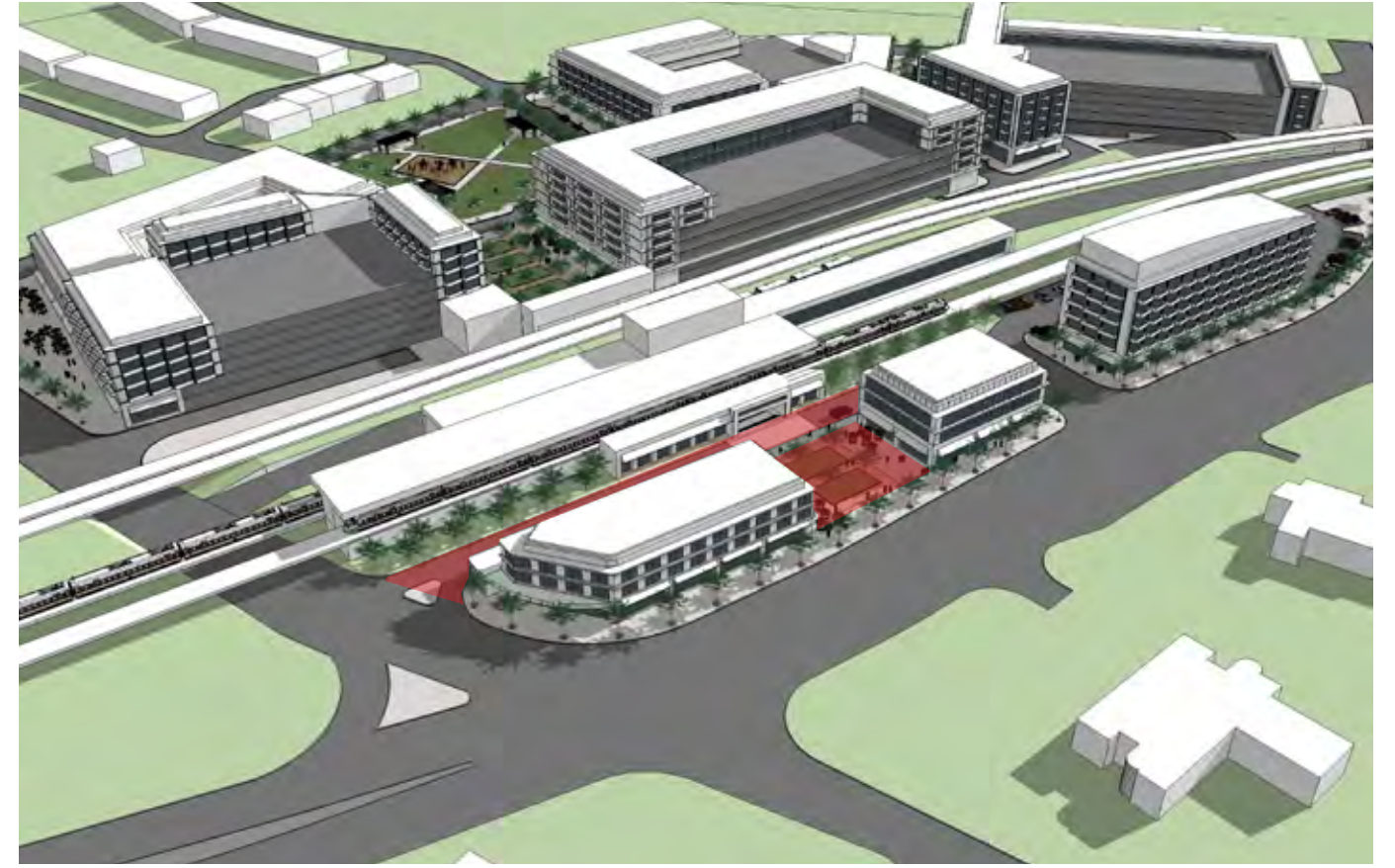


View of new Park looking Northwest



Detail View of new Park

Perspectives



View of Library and Plaza toward MARTA Station



View South along new internal Street

Perspectives

Attachment D: City of Brookhaven's Rezoning Process



Land Use Petition Application

This application applies to:

- Comprehensive plan land use map amendments
- Zoning map amendments
- Major amendments/modifications to one or more conditions attached to previously approved zoning map amendments

If an applicant needs to further relax the dimensional standards of the Zoning Ordinance for a specific property for the purpose of construction, they can request a variance to the text of the Zoning Ordinance. Such a request might seek to modify the strict terms of lot coverage, placement, setback, yard, buffer, landscape strip, parking and loading or other regulations, but these applications will not occur concurrently, and the approval of one does not indemnify the approval of the other. The City Council, following recommendation by the planning commission, shall determine whether the proposed amendment meets the applicable requirements.

The amendment process for the City of Brookhaven involves two public meetings:

The first meeting, a public hearing, is in front of the Planning Commission, where the item will be heard and a recommendation will be made that goes in front of the City Council. The Planning Commission meets the first Wednesday of each month at 7:00 P.M. at City Hall, located at 4362 Peachtree Road, Brookhaven, GA 30319.

Following the Planning Commission public hearing, the application will be heard in front of the City Council on the fourth Tuesday of the month for a final decision based on the applicant's submittal information, the report generated by city staff, and the non-binding recommendation from the Planning Commission.

To initiate a request for a Rezoning within the City of Brookhaven, an applicant must schedule and hold a pre-application meeting with the city Planning & Zoning staff. These meetings are scheduled as-needed and the purpose of the pre-application meeting is to establish an expectation on the part of both staff and the applicant for the rezoning process. The applicant shall provide preliminary/finalized site plans, a letter of intent regarding the request, and/or other illustrative documents as necessary at the time of the pre-application meeting. The applicant will then provide an overview of their proposed application and their reasoning for why the application is necessary. Staff can then inform the applicant of the City's process to affect the proposed change, and offer a preliminary analysis of the feasibility of the proposal, including ways upon which the proposal may need improvements or revisions.

Following the pre-application meeting, applicants can submit their application and required supplemental materials (detailed in the following checklist) by the deadline of the first Wednesday of each month to:

City of Brookhaven
Community Development Department
4362 Peachtree Road
Brookhaven, GA 30319



Public notification of the pending action is the responsibility of the City for all Public Hearings; however, all costs associated with the noticing is the responsibility of the applicant. In all cases, legal advertisements in the City's legal organ (currently The Champion Newspaper) shall be placed by the City no more than 45 days prior to the Mayor and City Council meeting, and not less than 15 days prior to the Planning Commission meeting.

Rezoning Application Checklist

(Incomplete applications will not be accepted)

- Pre-application meeting (A staff signed pre-application form must be submitted with application)
- Completed application with all applicable information
- Letter of intent
- Public Participation Plan
- Environmental Site Analysis Form
- Complete and detailed site plan of the proposed use prepared, signed and sealed by an architect, landscape architect or engineer licensed in the State of Georgia, showing the following, as relevant:
 - o All buildings and structures proposed to be constructed and their location on the property;
 - o Height of proposed building(s);
 - o Proposed use of each portion of each building;
 - o All driveways, parking areas, and loading areas;
 - o Location of all trash and garbage disposal facilities;
 - o Setback and buffer zones required in the district in which such use is proposed to be located;
 - o Landscaping plan for parking areas; and
 - o All additional requirements outlined under page 4 (Site Plan Checklist)
- Written legal description of the property matching the site plan.
- Building elevations (attached residential & non-residential).
- Signed and notarized affidavits of all owners. Use attached sheet.
- Signed and notarized affidavits of all applicants. Use attached sheet.
- Electronic version of the entirety of your application submittal, saved as a single PDF.

Please respond to the following criteria based on the nature of your request, as required by state law and City of Brookhaven Zoning Ordinance (use additional pages where necessary).

Comprehensive Plan Land Use Map Amendments

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

- a. Whether the proposed land use change will permit uses that are suitable in view of the use and development of adjacent and nearby property;
- b. Whether the proposed land use change will adversely affect the existing use or usability of adjacent or nearby property;
- c. Whether the proposed land use change will result in uses that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools;
- d. Whether the amendment is consistent with the written policies in the comprehensive plan text;



- e. Whether there are environmental impacts or consequences resulting from the proposed change;
- f. Whether there are impacts on properties in an adjoining governmental jurisdiction in cases of proposed changes near city boundary lines;
- g. Whether there are other existing or changing conditions affecting the use and development of the affected land areas that support either approval or denial of the proposed land use change; and
- h. Whether there are impacts on historic buildings, sites, districts or archaeological resources resulting from the proposed change.

Zoning Map Amendments

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

- a. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan;
- b. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties;
- c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
- d. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- e. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
- f. Whether there are other existing or changing conditions affecting the use and development of the property that provide supporting grounds for either approval or disapproval of the zoning proposal;
- g. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources; and
- h. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The following items may be required:

(Review provided thresholds for applicability)

- Traffic Impact Study
- Development of Regional Impact Review
- Environmental Impact Report



Public Participation Plan & Report

General Requirements

The Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan which is required with all rezoning, amendments to the comprehensive plan and/or special land use permit applications. The plan must be filed simultaneously with the application. The minimum standards for the plan are as follows:

- Applicants shall provide a mailing list identifying all property owners within 500-feet of the subject property including the name, street address, and tax parcel identification.
(Staff would suggest also including homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application)
- Applicants shall provide a copy of the letter to be mailed to affected parties identifying the date, location within the City of Brookhaven, and time of the information meeting to be scheduled no later than the first business day of the month preceding the Planning Commission hearing date.

Part 2 of the Public Participation Program is the Public Participation Report which is required to be submitted to the Community Development Department no later than the last day of the business week of which the information meeting was held. The report shall include the following information/documentation:

- Provide a sign-in sheet of meeting attendees.
- A summary of concerns or issues expressed by interested parties.
- A summary of the applicant's response to concerns and issues expressed.

The requirement for a Public Participation Plan does not give communities decision making powers or force a consensus on issues. Applicants are not obligated to make any concessions or changes based upon input from citizens. Non-attendance at a community information meeting, by those on the mailing list, does not mean that an applicant fails to meet the requirements of the Public Participation Plan.



Environmental Site Analysis

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. Conformance to the Comprehensive Plan:

- Describe the proposed project and the existing environmental conditions on the site.
- Describe adjacent properties. Include a site plan that depicts the proposed project.
- Describe how the project conforms to the Comprehensive Land Use Plan.
- Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan.
- Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.

2. Environmental Impacts of The Proposed Project

For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

- a. Wetlands
 - U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
 - Georgia Geologic Survey (404-656-3214)
 - Field observation and subsequent wetlands delineation/survey if applicable
- b. Floodplain
 - Federal Emergency Management Agency (<http://www.fema.org>)
 - Field observation and verification
- c. Streams/stream buffers
 - Field observation and verification
- d. Slopes exceeding 25 percent over a 10-foot rise in elevation
 - United States Geologic Survey Topographic Quadrangle Map
 - Field observation and verification
- e. Vegetation
 - United States Department of Agriculture, Nature Resource Conservation Service
 - Field observation
- f. Wildlife Species (including fish)
 - United States Fish and Wildlife Service
 - Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
 - Field observation
- g. Archeological/Historical Sites
 - Historic Resources Survey
 - Georgia Department of Natural Resources, Historic Preservation Division
 - Field observation and verification

3. Project Implementation Measures

Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.



- b. Protection of water quality
- c. Minimization of negative impacts on existing infrastructure
- d. Minimization on archeological/historically significant areas
- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.
- f. Creation and preservation of green space and open space
- g. Protection of citizens from the negative impacts of noise and lighting
- h. Protection of parks and recreational green space
- i. Minimization of impacts to wildlife habitats

Site Plan Checklist

All items must be included on the Site Plan; separate sheets may be used

- Key and/or legend and site location map with North arrow
- Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning.
- Acreage of subject property
- Location of land lot lines and identification of land lots
- Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property
- Proposed streets on the subject site
- Current zoning of the subject site and adjoining properties
- Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property
- Existing buildings' locations and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvement on adjacent properties within 200 feet of the subject property.
- Location of proposed buildings with total square footage
- Layout and minimum lot size of proposed single family residential lots
- Topography on the subject site and adjacent property up to 200 feet as required to assess runoff effects
- Location of overhead and underground electrical and pipeline transmission/conveyance lines
- Required and/or proposed setbacks.
- 100-year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps.
- Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed.
- Required and proposed parking spaces; Loading and unloading facilities.
- Lakes, streams, wetlands, and Waters of the State and associated buffers.
- Proposed stormwater management facilities.
- Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access.
- Availability of water system and sanitary sewer system.
- Tree lines, woodlands and open fields on subject site.



Amendment Application

Applicant	Name:		
	Address:		
	Phone:	Fax:	Email:
Property Owner	Owner's Name:		
	Owner's Address:		
	Phone:	Fax:	Email:
Property Information	Property Address:		Parcel Size:
	Parcel ID:		
	Current Zoning Classification:		
	Requested Zoning Classification:		
	1. Is the zoning proposal in conformity with the policy and intent of the comprehensive plan?		
	2. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties?		
	3. Will the affected property of the zoning proposal have a reasonable economic use as currently zoned?		
Questionnaire	4. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?		
	5. Are other existing or changing conditions affecting the existing use or usability of the development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?		
	6. Will the zoning proposal adversely affect historic buildings, sites, districts, or archaeological resources?		
	7. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?		
	<i>To the best of my knowledge, this zoning application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the</i>		
	Applicant's Name:		Date:
	Applicant's Signature:		Date:
Affidavit	Sworn to and subscribed before me this _____ Day of _____, 20____		
	Notary Public:		
	Signature:		
	My Commission Expires:		
Notary	<input type="checkbox"/> Application Fee <input type="checkbox"/> Sign Fee (\$135 x number of signs required*) <input type="checkbox"/> Legal Admin Fee \$10		



Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this Zoning Map Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for zoning amendment, and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
Property Owner (If Applicable)	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		



Applicant/Petitioner Notarized Certification

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
Attorney / Agent	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		



Campaign Disclosure Ordinance

Campaign Disclosure Ordinance

Please read the law and complete the Campaign Disclosure Statement on the following page if you are requesting a Rezoning, Concurrent Variance, or Conditional Use.

GA Citation/Title

GA Code 36-67A-3, Disclosure of campaign contributions *38069 Code, 36-67A-3

CODE OF GEORGIA TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS (Current through 2000 General Assembly)

36-67 Disclosure of campaign contributions.

- a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - 1) The name and official position of the local government official to whom the campaign contribution was made; and
 - 2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority respective local government showing:
 - 1) The name and official position of the local government official to whom the campaign contribution was made; and
 - 2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government of any of its agencies on the rezoning application.

(Code 1981, 36-67A-3, enacted by Ga. L. 1986, p. 1269, 1; Ga. L. 1991, p. 1365, 1; Ga. L. 1993, p. 91, 36.)

Official Code of Georgia Annotated Copyright 1982 – 2000 State of Georgia.



Thresholds for Additional Studies, Reports & Forms

Traffic Impact Study

When a project equals or exceeds the thresholds listed below, a Traffic Impact Study must be submitted. The Traffic Impact Study shall be prepared by a qualified traffic engineer or transportation planner in accordance with professional practices.

Thresholds for Traffic Impact Study	
Use	Size
Single family residential	500 units
Multi-family residential	700 units
Office	300,000 square feet
Hospital	375 beds
Commercial	175,000 square feet
Hotel / Motel	600 rooms
Industrial	500,000 square feet
Any mixed-use development that exceeds 500 peak hour trips as based on the standards of the Institute of Transportation Engineers (ITE) Handbook.	

Development of Regional Impact

The Department of Community Affairs has formulated development thresholds as listed on the next page. When a development meets or exceeds the thresholds, the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) shall review the project concurrently. Applicants shall first file the rezoning/use permit request with the City of Brookhaven. After the ARC/GRTA findings are completed, the rezoning/use permit request will be placed on the next available appropriate agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details, contact the ARC at <http://www.dca.ga.gov/DRI> and GRTA at <http://www.grta.org/dri> or at 404-463-3000.

Development of Regional Impact – Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Office	Greater than 400,000 square feet
Commercial	Greater than 300,000 square feet
Wholesale & Distribution	Greater than 500,000 square feet
Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Housing	Greater than 400 new lots or units
Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
Hotel	Greater than 400 rooms
Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1,800 sq. ft. per unit toward the total gross sq. ft.); or covering more than 120 acres; or if any of the individual uses meet or exceed a threshold as identified
Airports	All new airports, runways and runway extensions
Attractions and Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000
Post-Secondary Schools	New school with a capacity of more than 2,400 students; or expansion by at least 25% of capacity
Waste Handling Facilities	New facility or expansion of use of existing facility by 50% or more
Quarries, Asphalt and Cement Plants	New facility or expansion of existing facility by 50%
Wastewater Treatment Facilities	New facility or expansion of existing facility by 50%



Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise storage capacity greater than 200,000 barrels
Water Supply Intakes/Reservoirs	New facilities
Intermodal Terminals	New facilities
Truck Stops	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces
Any other development types not identified above (includes parking facilities)	1,000 parking spaces

Environmental Impact Report

Projects having any appreciable impact on the environment --either on site or in the region-- as a result of this proposed action may be required to submit an Environmental Impact Report detailing the impact as a result of the proposed project, and the attenuation measures (Erosion/Sediment Control Plan, water quality devices, noise & lighting barricades, etc.) proposed.

2014 Land Use Process and Meeting Calendar

	Application Deadline	PPP Implementation required by application (neighborhood mtg.)	PPR Due from applicant to be submitted to Comm. Dev.	Ad Runs	Sign Posted	PC Meeting	M-CC Meeting
January	01/02/14	02/03/14	02/07/14	02/13/14	02/18/14	03/05/14	03/25/14
February	02/05/14	03/03/14	03/07/14	03/13/14	03/18/14	04/02/14	04/22/14
March	03/05/14	04/01/14	04/04/14	4/17/2014	04/22/14	05/07/14	05/27/14
April	04/02/14	05/01/14	05/02/14	05/15/14	05/20/14	06/04/14	06/10/14
May	05/07/14	06/02/14	06/06/14	6/12/2014	06/17/14	7/9/2014*	07/22/14
June	06/04/14	07/01/14	07/03/14	7/17/2014	07/22/14	08/06/14	08/26/14
July	07/02/14	08/01/14	08/08/14	8/14/2014	08/19/14	09/03/14	09/23/14
August	08/06/14	09/01/14	09/05/14	9/11/2014	09/16/14	10/1/2014	10/28/14
September	09/03/14	10/01/14	10/03/14	10/16/2014	10/21/14	11/5/2014	11/18/2014**
October	10/01/14	11/03/14	11/07/14	11/13/2014	11/18/14	12/03/14	12/16/2014**
November	11/05/14	12/01/14	12/05/14	12/18/2014	12/23/14	01/07/15	01/27/15
December	12/03/14	01/05/15	01/09/15	1/15/2014	01/20/15	02/04/15	02/24/15

* 2nd Wednesday

** 3rd Tuesday

Attachment E: Brookhaven Citizen Review Board



Brookhaven-Marta Citizens Review Board

First Name	Last Name	Phone	Email	Representing
Bates	Mattison	404-786-6482	bates.mattison@brookhavenga.gov	Brookhaven City Council- ex-officio
Denise	Starling	404-376-0127	denise@livablebuckhead.org	District 1 representative
Blair	Belton	404-315-0294	bbelton@mindspring.com	District 2 representative
Joe	Palladi	404-261-5788	rspjpp@bellsouth.net	District 3 representative
				District 4 representative
				Mayor's representative
Jack	Honderd	404-456-6323	jkhonderd@gmail.com	Brookhaven Fields representative
Giles	Stevens	404-918-0331	gstevens@lee-associates.com	Brookhaven Heights representative
Joel	Putterman	770-778-4444	joelputterman@gmail.com	Historic Brookhaven representative
Kathy	Chrisman	404-852-6487	lbeamkathy@gmail.com	Ashford Park representative
Michael	Roberts	404-625-9425	mpr320@gmail.com	Brookhaven-Peachtree Corridor Alliance (BPCA) representative
Pat	Hoban	404-536-7373	pathbn@gmail.com	Brookhaven Development Authority
Susan	Coker		susan.coker@comcast.net	Brookhaven Development Authority

Marta / COB Contacts

First Name	Last Name	Phone	Email	Position	Notes
Marie	Garrett	404-637-0500	marie.garrett@brookhavenga.gov	City Manager- City of Brookhaven	
Amanda	Rein	404-848-5357	arhein@itsmarta.com	Senior Director- TOD	