



**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

**REQUEST FOR PROPOSALS**

**FOR**

**P39947**

**GRANT STREET – ART IN TRANSIT**



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

July 6, 2017

**TO: ALL PROSPECTIVE PROPONENTS**

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NUMBER P39947  
GRANT STREET – ART IN TRANSIT**

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority (MARTA), also referred to as the Authority, a Proposal to provide Grant Street - Art in Transit for MARTA's Office of the Chief of Staff. MARTA is requesting that you review the attached information and Instructions to Proponents, Form of Contract, and Proposal form and provide a proposal. Award of a contract is contingent upon your acceptance of the enclosed Form of Services Contract.

To be eligible for consideration your proposal must be received by the Authority no later than **2:00 PM (local time) on August 2, 2017**. The RFP can be reviewed and downloaded from MARTA's website ([www.itsmarta.com](http://www.itsmarta.com)). On the home page, point to "More"/click Current Opportunities/click on RFP P39947 /Download Invitation for Bids/Request for Proposals/Log-in (first time users must register).

If you have questions, send them to the attention of Dena B. Hasty, CPPB, Contract Specialist III at [dhasty@itsmarta.com](mailto:dhasty@itsmarta.com). Mrs. Hasty can be reached at (404) 848-5606.

No proposal over \$100,000.00 will be considered.

Sincerely,

A handwritten signature in blue ink that reads "Jacqueline Holland". The signature is written in a cursive, flowing style.

Jacqueline Holland,  
Manager of Contracts

Attachment

**REQUEST FOR PROPOSALS  
GRANT STREET – ART IN TRANSIT**

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**PART 1**  
**INFORMATION AND INSTRUCTIONS TO PROPONENTS**

1. **General and Background Information:** The Metropolitan Atlanta Rapid Transit Authority (“MARTA”) operates the ninth largest transit system in North America, providing bus, rail and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the City of Atlanta and counties of Clayton, DeKalb and Fulton daily. MARTA has approximately 4,540 employees.
2. **Project Summary:** The Metropolitan Atlanta Rapid Transit Authority (MARTA) invites artists to forward submissions for the commissioning of an innovative, dynamic public art installation at Grant Street, in the railroad underpass adjacent to the MARTA King Memorial Transit Station. MARTA is in the planning process for Transit Oriented Development (TOD) behind the King Memorial Transit Station. When the TOD is completed, the Grant Street Tunnel will be the sole pedestrian gateway to the King Memorial Station for TOD residents and business patrons.

The work is envisioned to incorporate lighting and paint or other materials, and to affect both the walls and ceiling of the space by increasing overall light levels within the tunnel. When complete, the artwork will make the underpass accessible and inviting to pedestrians and give it the sense of being a unique and engaging environment. Successful projects will see the tunnel becoming a landmark for the community and even a destination.

The submittal process will lead to 3-4 artists being selected for a more in-depth review by a formal selection panel of MARTA, Airport, and arts community stakeholders.

**Eligibility**

Eligible applicants are artists who have experience completing previous public or gallery artworks on a similar scale and budget as this site requires. Artists are invited to apply as either individuals or as a team of subject matter experts in various areas: lighting, painting, public art, etc. who will collaborate to design one cohesive installation of artwork.

**Budget**

The overall project budget shall not exceed \$100,000, including labor, installation, materials and any permit(s), project contingency amount, or other stipulations as required by the funding agency and/or MARTA. As the piece is intended to incorporate lighting, the selected artist(s) will need to engage the services of an electrical engineer to provide stamped, sealed drawings of the finished electrical design, and this will also be included in the total budget amount, as well as any other permitting or design requirements. The lighting portion of the project is funded by a grant from the Federal Transit Administration.

**Site Description**

The Grant Street underpass is located adjacent to King Memorial Transit Station, and underneath the CSX rail tracks. (See attached photos). The site is co-owned by a number of stakeholders: CSX, MARTA, and the City of Atlanta, and the work is contingent upon the necessary approvals being procured from CSX for the site enhancements.

## Project Goals

- Create an exciting, visually engaging, and fun artwork that becomes a community landmark and enhances the pedestrian experience within the tunnel.
- Increase the light level in the tunnel, thereby increasing accessibility, so that pedestrians feel safe and confident while using the walkways.
- Artwork will affect the entire space and transform it so that people may choose to walk through the tunnel solely to experience the work.
- Design will be appropriately scaled to the site, with durable materials and parts. The selected artwork should be very low maintenance and follow MARTA criteria on material selection and durability.

## Selection Process

A Selection Panel will be assembled of MARTA stakeholders, MARTA's Art in Transit Program Manager, and three (3) or more members of the local arts community as appointed by the MARTA Advisory Council for the Arts. The panel will review submittals and a time will be set for conference calls with each of three to five artists. At that time selected artists will review their submitted work with the panel, and answer questions about various topics that may range from materials and concept to durability and logistics. Stakeholders will then make an artist recommendation to MARTA. Once a proponent has been selected for contract award, an invitation for an in-person meeting and site visit will be sent to the selected proponent. After contract execution, contractor may submit travel expenses to MARTA for reimbursement. Such expenses will be deducted from the overall project budget.

Contract execution will be contingent upon MARTA obtaining approval from all necessary stakeholders.

### 3. **Required Submittals:** A proponent must submit all of the following to be considered for contract award:

#### Proposal Submittals:

- 10 – 20 digital images of relevant previous work.
- An Image List that is numbered to correspond to images and provides a title, brief description, dimensions, location, date of the work, project budget and any project partners as applicable.
- CV/Resume with current contact information.
- Brief (1 -2 paragraph) statement of intent for the space: describe your basic approach.
- Three (3) current references.
- To be eligible for consideration, your proposal must be received by the Authority no later than **2:00 PM (local time) on August 2, 2017.**

#### Required Forms:

- Form 1: Illegal Immigration Reform and Enforcement Act. Each Proponents 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 Proponents 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>.

- Form 2: Acknowledgement of Addenda. Each Proponents must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by MARTA for this RFP. This form is provided and may be used to satisfy this requirement.
- Form 3: No Conflict of Interest. Each Proponents **must** 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.
- 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.

**Failure to submit any of the documents listed in this Part 2 may, in MARTA's sole discretion, be cause for Proponent to be disqualified and deemed non-responsive and/or non-responsible.**

**4. Definitions:** The following terms shall have the following meanings when used throughout this Request for Proposals ("RFP"):

**Proponents:** Each artist or team of artists (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a proposal in response to this RFP with the intent of performing the services as the prime contractor.

**5. Minimum Qualifications:** Prior to final award of either Contract, the successful Proponents will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia and meets all insurance requirements set forth in Exhibit D.

**6. No Offer by MARTA; Firm Offer by Proponents:** This procurement does not constitute an offer by MARTA to enter into an agreement and cannot be accepted by any Proponents to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer or proposal shall bind MARTA.

**7. Proposal Deadline:** To be considered responsive, a Proponent must complete and submit its proposal and all required submittals and attachments in accordance with the instructions contained or referenced in this RFP. All responses to this RFP must be received by MARTA's Office of Contracts, Procurement and

Materials on or before **August 2, 2017, at 2:00 p.m. (local time)**. Any Proposal received after this time will not be considered/reviewed and will be rejected.

- 8. Prohibited Contacts:** All communications by any Proponent **must** be made with MARTA's contact person or any other MARTA employees or representative designated by the head of MARTA's Contracts, Procurement and Materials Department.
  
- 9. Proposal Evaluation, Award and Multiple Awards:**
  - a. Upon receipt and review of the proposals, MARTA shall determine which Proponents are responsive and responsible. MARTA will notify each Proponents in writing of MARTA's determination. If MARTA elects to award this RFP, MARTA will award the same to the most responsive and responsible Proponents that submits a proposal that is in the best interest of MARTA to accept.
  - b. The Proponent who is deemed by MARTA to be the most responsive and responsible Proponent will be awarded the Contract.
  - c. The selection of the successful Proponents(s), if any, will be based on the following criteria, which are listed in descending order of importance:
    - (i) Experience with Projects of Similar Scale.
    - (ii) Quality of Previous Work in Execution.
    - (iii) Quality of Previous Work in Concept.
    - (iv) Approach to Scope of Services (statement of intent).
  
- 10. Submission of Proposals:**
  - a. The Proposal form shall be signed by hand by a principal of the Proponents with the authority to bind the Proponents 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 Proponents is responsible for the preparation of its proposal and for the costs associated therewith.
  - b. Each Proponents 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 P39947:Grant Street – Art in Transit**. All Proposals must be submitted to:

**Metropolitan Atlanta Rapid Transit Authority  
Department of Contracts, Procurement and Materials  
2400 Piedmont Road, N.E.  
Atlanta, Georgia 30324-3330  
Attn: Contract Control (RFP P39947)**

**[See end of Part 1 for directions]**



c. **Proposals must be submitted to the above address between the hours of 9:00 am and 2:00 pm (local time) Monday through Friday. Proposals will not be accepted on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.**

d. A Proponent **must** submit one (1) USB drive [a.k.a., jump or flash drive], marked "Original" in a sealed envelope or package. In addition to the original proposal, Proponents must submit ten (10) USB drives [a.k.a., jump or flash drive] of its proposal. The Proponent's USB drive copies should be submitted in an unlocked Portable Document Format (i.e., .pdf). The envelope or package must clearly identify the name of the Proposal, Proposal number, Proponent's name and address. 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 Proponents shall promptly notify MARTA in writing, prior to the proposal due date, should the Proponents find discrepancies, errors, ambiguities or omissions in any of Proponent's proposal documents or should the intent or meaning set forth in Proponent's proposal documents appear unclear or ambiguous.

f. Each Proponents shall promptly notify MARTA in writing should the Proponents find discrepancies, errors, ambiguities or omissions in any of the RFP documents prior to the due date. 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's website at [www.itsmarta.com](http://www.itsmarta.com).

**11. Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:** MARTA reserves the right to reject any proposal or all proposals or to waive any technical defect in a proposal before or after proposal submission. MARTA also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, MARTA may in accordance with applicable law, by addendum, modify any provision or part of this RFP at any time prior to the proposal due date and time. The Proponents shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Proponent's original submission without discussion.

**12. Georgia Open Records Act:** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "*[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]*."

**13. Representation:** By submitting a proposal in response to this RFP, Proponents 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 Proponents 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 (including, without limitation, the Contract) and acknowledges that Proponents shall be bound by the requirements stated therein; (c) the signatory to the proposal is the Proponents (or Proponent's duly authorized agent or employee of the Proponents with the authority to

bind Proponents hereto); (d) any information or disclosure provided in response to the **RFP No. P39947: Request for Proposals for Grant Street – Art in Transit**, are truthful and accurate representations submitted by Proponents to MARTA; (e) MARTA will not agree to make any substantive revisions to the Contract; and (f) 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, Proponents is representing and warranting to MARTA that none of the following, during the term of the Contract or for one (1) year thereafter, have or will have any interest, direct or indirect, in the Contract or in any part of the proceeds, therefor: (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 this 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 Atlanta or the counties of Clayton, DeKalb or Fulton.

14. **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 <http://www.itsmarta.com/Protest-10359.pdf>.
15. **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 solicitation process and (b) will be required to document their good faith efforts in this regard as an integral part of their proposal. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements. Qualified firms can be found in the MARTA DBE Directory (Georgia Unified Certification Program, GUCP): <https://marta.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=4683&TN=marta>

MARTA has assigned a **0%** goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Proponents agrees and warrants that:

(a) Proponents will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; (b) Proponents 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 Proponents 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 Proponent's compliance with such rules, regulations, and orders; and (c) Proponents 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 submitted Proposal. The breach of any of the foregoing agreements and warranties shall be a material breach of this contract, for which MARTA, in addition to all other remedies, shall have the right to cancel the contract.

(b) In addition to the above, Proponents will provide MARTA with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees. This will be accomplished prior to contract award.

- 16. Award of Contract; Execution:** If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Proponent a Contract for execution substantially in the form included in this solicitation document.

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HQ Annex - 2400 Piedmont Rd NE) is:

**MARTA HQ Annex**  
**2400 PIEDMONT RD NE**  
**ATLANTA GA 30324**  
**404-848-5081 Annex Mail Center**  
**404-848-4773 Mail Services Supervisor**

**Directions from MARTA HQ to MARTA Receiving at the HQ Annex (see map below):**

East on Morosgo Drive to Piedmont Rd. NE  
South on Piedmont Rd to Garson Dr. NE  
West on Garson Dr. NE to third driveway on the right

**RECEIVING HOURS:**

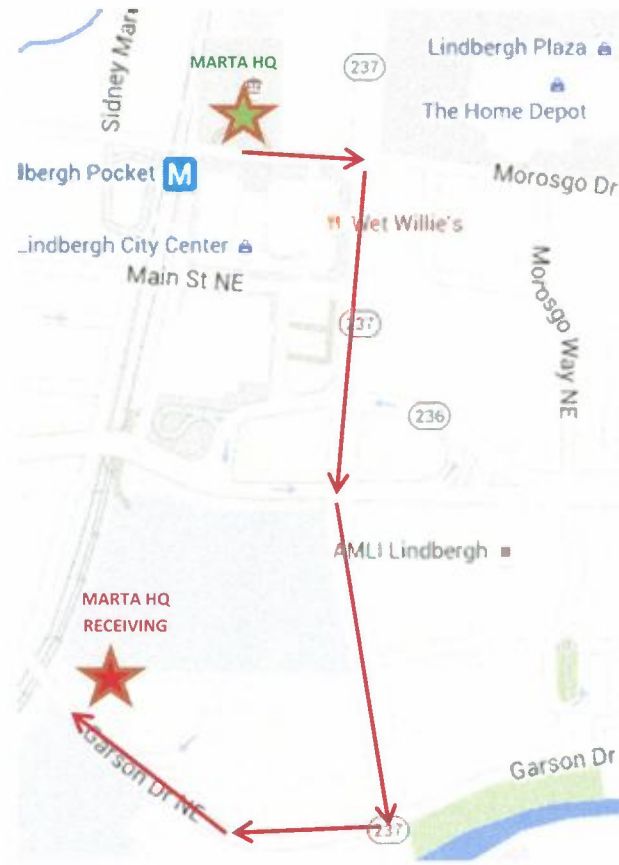
**Monday – Friday**

**9:00 am – 2:00 pm**

Closed: New Year's Day/Martin Luther King, Jr  
Holiday/Memorial Day/Independence Day/Labor  
Day/Thanksgiving Day/Friday Following//Thanksgiving  
Day/Christmas Day

**Driving Directions from I-75 S**

From I-75 S,  
Use the left 3 lanes to take exit 251 to merge onto I-85 N,  
follow signs for I-85 N  
Take the Buford Hwy N exit  
Merge onto GA-13 N  
Take the GA-237 N/Piedmont Rd NE exit  
Turn right onto Piedmont Rd NE  
Turn left onto Garson Dr. NE (turn into third driveway on  
right)



**OVER FOR DRIVING DIRECTIONS FROM I-75 N/I-85 N, I-85 S AND GA - 400**

**&**

**DIRECTIONS TO THE HQ ANNEX MAIL CENTER LOADING DOCK**



**Driving Directions from I-75/I-85 N**

From the I-75 N/I-85 N Connector northbound,

Keep left at fork to stay on I-85 N, follow signs for I-85 N

Take the Buford Hwy N exit

Merge onto GA-13 N

Take the GA-237 N/Piedmont Rd NE exit

Turn right onto Piedmont Rd NE

Turn left onto Garson Dr. NE (turn into third driveway on right)

**Driving Directions from I-85 S**

From I-85 southbound,

Take exit 88 for Lenox Rd toward GA-400 N/Cheshire Br Rd

Turn left onto Cheshire Bridge Rd NE

Turn right onto GA-236 W/Lavista Rd NE/Lindbergh Dr NE

Turn left onto GA-237S/Piedmont Rd NE

Turn right onto Garson Dr NE (turn into third driveway on right)

**Driving Directions from GA-400 S**

From GA-400 southbound,

Take exit 18 for Sidney Marcus Blvd

Turn left onto GA-237 S/Piedmont Rd NE

Turn right onto Garson Dr NE (turn into third driveway on right)

**Directions to the HQ Annex Mail Center Loading Dock**

Enter the driveway (note signage on fence for MARTA HQ Annex, MARTA Police) and proceed to the gate and intercom. Press the intercom button and provide the Protective Specialist:

- Your Name
- Your Company Name
- Purpose for Your Visit

From the gate, proceed to the first stop sign and turn left to the HQ Annex Mail Center and loading dock. The pedestrian entrance and doorbell are to the left of the loading dock.



**PART 2**  
**SUBMITTAL FORMS**

See attached.

**FORM 1**  
**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORMS**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Proponents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Proponents in complying with the requirements of MARTA's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal prior to the proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponents is such that Proponents is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponents must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponents itself (see Example 1 below). Where the business structure of a Proponents does not require it to obtain an EIN, each entity comprising Proponents must submit a separate Contractor Affidavit (see Example 2 below).

**Example 1:** ABC, Inc. and XYZ, Inc. form and submit a bid/proposal as TransitService, LLC. TransitService, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of TransitService, LLC which includes the Federal Work Authorization User ID Number issued to TransitService, LLC.

**Example 2:** ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a bid/proposal under the name TransitService, JV. If, based on the nature of the JV agreement, TransitService, JV is not required to obtain an Employer Identification Number from the IRS. The bid/proposal submitted by Transit Service, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. All Contractor Affidavits must be notarized.
5. Subcontractor and sub-subcontractor affidavits are not required at the time of bid/proposal submission, but will be required at or prior to Contract execution or in accordance with the timelines set forth in IIREA.

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

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(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: \_\_\_\_\_

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**FORM 1b**  
**Subcontractor Affidavit**  
O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to 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: \_\_\_\_\_

Name of Public Employer:    Metropolitan Atlanta Rapid Transit Authority

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**FORM 1c**  
**Sub-subcontractor Affidavit**  
O.C.G.A. § 13-10-91(b)(4)

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number                      Date of Authorization

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer:                      Metropolitan Atlanta Rapid Transit Authority

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**FORM 2**  
**ACKNOWLEDGMENT OF ADDENDA**

Each Proponents must complete and submit an acknowledgement with its proposal, that it has received all Addenda issued by MARTA for this solicitation. If none were issued check the box next to the word "NONE" below. This form has been included and may be used to satisfy this requirement. This is to acknowledge receipt of the following Addenda for **RFP No. P39947: Grant Street – Art in Transit.**

**NONE [ ]**

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_;
4. \_\_\_\_\_;
5. \_\_\_\_\_;
6. \_\_\_\_\_;
7. \_\_\_\_\_;
8. \_\_\_\_\_;
9. \_\_\_\_\_;
10. \_\_\_\_\_; and
11. \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_\_\_

**Corporate Proponents or Proponents:**  
**[Insert Corporate Name]**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

Date: \_\_\_\_\_, 20\_\_\_\_

**Non-Corporate Proponents or Proponents:**  
**[Insert Proponents Name]**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires: \_\_\_\_\_**

**FORM 3**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Proponent's organization and in the proceeds of a contract or agreement which might be made between Proponents and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponents to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponents from being awarded the Contract and future work by MARTA.

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED TO MARTA.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Telephone #: (\_\_\_\_) \_\_\_\_\_

Name of Proponents Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**DEPARTMENT OF DIVERSITY AND EQUAL OPPORTUNITY REQUIREMENTS**

See Attached.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

**OFFICE OF DIVERSITY AND INCLUSION**

**EEO STATISTICAL DATA**

**Contract # P39947 Grant Street - Art in Transit**

**Employment Data as of:** \_\_\_\_\_  
Company Location Contract Name

The Proponent shall provide the following information pertaining to its workforce. If the Proponent 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												
<b>TOTALS</b>												

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

\_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
Signature /Title

\_\_\_\_\_  
Date

**PART 3**  
**FORM OF SERVICES CONTRACT**

This Services Contract ("Contract") is entered into and effective on and as of \_\_\_\_\_, 2017 ("Effective Date") by and between the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or the "Authority") and the \_\_\_\_\_, a \_\_\_\_\_ ("Contractor" or "Consultant"). MARTA and Contractor are collectively referred to herein as the "Parties" and each, individually, as a "Party."

<b>Contract Name:</b> _____	<b>Contract No:</b> P39947
<b>Contractor:</b> _____	<b>MARTA Department:</b> Chief of Staff
<b>Address:</b> _____ _____ _____	<b>Address:</b> MARTA 2424 Piedmont Road, NE Atlanta, Georgia 30324-3330
<b>Phone:</b> _____	<b>Phone:</b> 404-848-5475
<b>Contractor's Authorized Representative:</b> _____	<b>MARTA's Authorized Representative:</b> (his or her designee(s))

1. **SERVICES.**

- (a) **Service.** Subject to the terms and conditions set forth herein, Contractor shall perform the services described in the statement of work attached hereto as **Exhibit A** ("Statement of Work," "Scope of Work," "Scope of Services" or "Services"). The Contractor shall perform the Services when ordered from time to time by MARTA or as stipulated in the Statement of Work. Contractor will be responsible for the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Contractor in performing Services and complying with this Contract. Contractor acknowledges and agrees that MARTA is exempt from all State taxes, use taxes and federal excise taxes, and no provisions for such taxes should be included in any price proposal/quote and MARTA will not pay any such tax if included therein or otherwise invoiced.
- (b) **Contractor Costs.** Unless otherwise expressly provided in this Contract, all materials, equipment, software, facilities and labor required for the proper performance of the Services shall be furnished by and be under the sole direction and control of Contractor and at Contractor's sole expense. Contractor shall be responsible, at its sole cost, for procuring and using such resources in a professional and workmanlike manner at no additional cost to MARTA.
- (c) **Removal of Employees Assigned to MARTA Contract.** Within a reasonable period, but not later than seven (7) days after Contractor's receipt of notice from MARTA that the continued assignment to this Contract of any Contractor Employees is not in the best interests of MARTA or may create a conflict of interest (in MARTA's sole determination), Contractor shall remove such Contractor Employee(s) from providing services under this Contract. Contractor will not be required to terminate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Employees. In addition, Contractor agrees to remove from this Contract any Contractor Employees who have engaged in willful misconduct or have committed a material breach

of this Contract immediately after Contractor becomes aware of such misconduct or breach and notify MARTA of the same. For purposes of this Contract, the term "Contractor Employee(s)" shall mean all of Contractor's employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Contractor's partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Contract under the color of Contractor's authority.

(d) Contractor Authorized Representative. Contractor designates the person(s) named herein above as its Contractor Authorized Representative ("Contractor Authorized Representative") who shall: (a) be an employee within Contractor's organization, with the information, authority and resources available to properly coordinate Contractor's responsibilities under this Contract; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

(e) MARTA Authorized Representative. MARTA designates the person(s) named herein above as its MARTA Authorized Representative(s) ("MARTA Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Contract; and (c) to the extent provided under applicable law (and the policies and procedures of MARTA) as the same may change from time to time, have the authority to execute any additional documents or changes on behalf of MARTA.

2. **TERM**. The term of this Contract shall commence on the Effective Date and expire June 30, 2018 thereafter, unless earlier terminated in accordance with the terms of this Contract.

3. **OPTIONS TO EXTEND TERM**. RESERVED

4. **SPECIAL TERMS AND CONDITIONS**. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that in the event of a conflict between the terms and conditions contained in **Exhibit B** and the balance of the Contract, the terms and conditions set forth in **Exhibit B** shall control.

5. **COMPENSATION**. MARTA shall only pay Contractor for the Services actually requested by MARTA's Authorized Representative, which are timely performed by Contractor in accordance with the terms of this Contract by Contractor and actually received by MARTA. MARTA shall pay Contractor at the rate(s) set forth **Exhibit C** or elsewhere in this Contract. Contractor acknowledges and agrees that the total compensation to Contractor shall not exceed \_\_\_\_\_. Notwithstanding anything to the contrary contained herein, Contractor acknowledges and agrees not to submit an invoice to MARTA if the amount due is less than \$500.00, unless it is the final invoice. Each invoice must contain the following information in order to be processed by MARTA: (A) Contract Number; (b) contain a description of the Services rendered;. Invoices must be submitted via electronic mail at [dhasty@itsmarta.com](mailto:dhasty@itsmarta.com). MARTA will pay each properly formatted, rendered and undisputed invoice within thirty (30) days after the later of MARTA's receipt of the invoice (as noted above) or MARTA's receipt and acceptance of the goods, equipment and/or services.

6. **EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES**.



- (a) Contract agrees comply with the terms, conditions and goals set forth in Appendix A attached hereto and incorporated herein by this reference.
- (b) Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap/disability in connection with the award or performance of this Contract. Contractor agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements related to this Contract.
- (c) Contractors are required to submit with their Equal Employment Opportunity ("EEO") statistical data, as well as, Disadvantaged Business Enterprise ("DBE") utilization commitments. This requirement pursuant to Title VII of the Civil Rights Act of 1964, Executive Order 11246 as implemented by the Department of Labor's Office of Contract Compliance, Executive Order 11625, [Federal Transit Administration Circular 4716.1A, Federal Department of Transportation 49 CFR Part 23] and MARTA Board Policies on equal employment opportunity and DBE contracting goals.
- (d) If Contractor has fifty (50) employees or more, Contractor is required to submit a copy of its affirmative action plan along with all other cited materials. The affirmative action plan shall contain, at a minimum, a utilization analysis, an analysis of any underutilization, a program of goals and timetables to correct any such underutilization, an auditing and record keeping process, internal and external EEO policy dissemination procedures and the identification and delineation of the affirmative action officer's responsibilities.
- (e) If Contractor has less than fifty (50) employees, Contractor shall provide an equal opportunity policy statement signed by the firm's Chief Executive Officer (or its equivalent). The policy statement will indicate that the Contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Further, the Contractor will state that it will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regards to race, color, religion, sex, or national origin.

7. **DEFAULT; REMEDIES.**

- (a) Contractor shall be in default under the terms of this Contract if Contractor:
  - (i) ceases to provide any of the Services without the written consent of MARTA's Authorized Representative or becomes permanently deprived of the rights, powers, or privileges necessary for the proper conduct thereof;
  - (ii) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;
  - (iii) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing

- (iv) fails to keep, perform or observe any term, covenant or condition set forth in this Contract;
  - (v) intentionally or willfully misrepresents any material fact to MARTA;
  - (vi) makes any material misrepresentation (or failed to make a full and accurate disclosure) to MARTA in the documents, questionnaires, forms or materials submitted by Contractor in response to the Request for Qualifications, Request for Proposals, Request for Quotes, Invitation to Bid, any other solicitation document or any document pursuant to which this Contract was awarded, or failed to comply with all requirements, including, without limitation, MARTA's ethical standards and conflicts of interest policies; or
  - (vii) fails to pay any and all taxes and assessments required to be paid under this Contract or in the operation of MARTA's business.
- (b) If Contractor is in default, MARTA will notify Contractor in writing of the nature of the default and the time period within which to cure, if any. If Contractor, (a) where a specific time period for the cure is provided in the applicable subsection of this Contract, does not cure the default within that period, or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the default within twenty (20) days from receipt of notice from MARTA, MARTA may, without further notice to Contractor and Contractor's sureties, if any, elect to exercise any of the following remedies:
- (i) terminate all or any portion of this Contract or any of Contractor's rights under this Contract at any time thereafter and recover from Contractor all costs, expenses, losses and damages recoverable under this Contract (including, without limitation, all reasonable costs associated with the re-procurement of the Services) or applicable law as a result thereof.
  - (ii) cure any default at Contractor's cost. If MARTA at any time, by reason of Contractor's default, pays any sum to cure any default, the sum paid by MARTA shall be immediately due from Contractor to MARTA, and shall bear interest at the rate of one and one-half percent (1.5%) per month from (or such maximum rate permissible by applicable law, if lower) the date paid by MARTA until the date MARTA is fully reimbursed by Contractor.
  - (iii) the right to offset against and deduct from the fees payable to Contractor (if any), any amounts due MARTA from Contractor, including, but not limited to, unauthorized or disputed expenses and liquidated damages as described herein (if any). If MARTA pays any sum or incurs any obligations or expense because of the failure, inability, neglect or refusal of Contractor to perform or fulfill any of the terms or conditions of the Contract that it is obligated to perform or fulfill, then MARTA shall have the right to deduct said expenses from Contractor's fees coming due under this Contract.
  - (iv) exercise any and all other rights or remedies available under this Contract or at law or in equity.

8. **TERMINATION FOR CONVENIENCE.** MARTA shall have the right to terminate this Contract without cause at any time during the term of this Contract by giving written notice to Contractor at least thirty (30) days prior to the date such termination is to be effective.

9. **EFFECT OF TERMINATION.** Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Contract, at law or in equity. Upon termination of this Contract, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and turn over to MARTA all Work Product (hereinafter defined), licenses, equipment, materials, digital files, tools, and property furnished by Contractor or provided by MARTA for performance of the terminated Services; (iii) comply with all other reasonable requests from MARTA regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated.
10. **SUSPENSION OF SERVICES.** MARTA may suspend at any time, by written notice to Contractor, the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Contractor must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, (c) cease advertising to the public as a provider of the suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension.
11. **MARTA'S RIGHT TO REVIEW AND REJECT.** Any Service, Work Product or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of MARTA Authorized Representative. The MARTA Authorized Representative may disapprove, if in MARTA Authorized Representative's sole opinion, the Work Product, Service, document, or item is not in accordance with the requirements of this Contract or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which the Work Product, Service, document, or item is intended or is deemed unsuitable for MARTA purposes by MARTA Authorized Representative. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of MARTA Authorized Representative. However, Contractor shall not be compensated under any provision of this Contract for repeated performance of such disapproved items.
12. **AUDIT AND INSPECTION.**
- (a) Contractor will provide to MARTA, and any entity designated by MARTA, access to Contractor Employees and to Contractor's offices and property for the purpose of performing audits and inspections of Contractor, Contractor Employees and/or any of the relevant information relating to the Services and this Contract. Such audits, inspections and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine Contractor's performance of the Services; (c) monitor compliance with the terms of this Contract, including, without limitation, compliance with DEO policies; and (d) any other matters reasonably requested by MARTA. Contractor shall provide, at no additional cost, full cooperation to MARTA and its designated entities in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

- (b) If any audit or inspection of charges, invoices or Services reveals that MARTA has overpaid any amounts to Contractor, Contractor shall immediately refund such overpayment and Contractor shall also pay to MARTA interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by applicable law, if lower) which shall begin accruing from the date the overpayment was made until the date the overpayment is refunded to MARTA by Contractor. Additionally, Contractor acknowledges and agrees that MARTA may deduct such amounts due from future invoices until all overpaid amounts (including, interest thereon) are repaid in full.
- (c) Until the later of: (a) five (5) years after expiration or termination of this Contract; (b) the date that all pending matters relating to this Contract (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet MARTA's records retention policy or any record retention policy imposed by applicable law, if more stringent than MARTA's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable MARTA to enforce its audit rights under this Contract.

13. **CONFLICTS OF INTEREST; PROHIBITED INTERESTS.**

- (a) Conflicts of Interest. The Contractor agrees to execute and return the Certification of No Conflict of Interest attached hereto as **Exhibit E** and to comply with MARTA's Code of Ethics and Standards of Conduct (available on-line at [www.itsmarta.com](http://www.itsmarta.com)). Contractor shall immediately notify MARTA in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Contract whether or not MARTA has identified such conflict of interest. MARTA shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include termination of this Contract or the suspension of Services.
- (b) Prohibited Interests. The Contractor undertakes, represents, and warrants that none of the following persons, during his 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 or employees of MARTA (or former employees of MARTA who within the preceding twelve month period have been a MARTA employee), or of any representative of MARTA in the administration of the Contract; members of or delegates to the United States Congress or to the Georgia legislature; and members of the governing body, and all other officers or employees of MARTA, City of Atlanta or the Counties of Clayton, Cobb, DeKalb, Fulton or Gwinnett, Georgia.

14. **INSURANCE REQUIREMENTS.** Contractor shall comply with the insurance and bonding requirements set forth on **Exhibit D**. Contractor further agrees that its obligation to indemnify and hold harmless MARTA Indemnitees will not be limited to the limits or terms of Contractor's liability insurance, if any, required under this Contract.

15. **INDEMNIFICATION.** Contractor shall indemnify and hold MARTA, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the "MARTA Indemnitees") harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Contractor or Contractor's subcontractors, agents or employees' performance, non-performance or breach of this Contract;
- (b) any actual, alleged, threatened or potential violation of any applicable laws by Contractor or Contractor's subcontractors, agents or employees, to the extent such claim is based on the act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor;
- (c) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and
- (d) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

16. **LIMITATION OF LIABILITY.** The maximum aggregate liability of MARTA hereunder is limited to the total of all fees actually paid during then current year under the contract. MARTA will not be liable or responsible to contractor for any loss(es), damage(s) or expense(s) that contractor may sustain or incur if either the quantity or character of services to be provided by MARTA, if any, is changed or is no longer available or is no longer suitable for contractor's requirements. MARTA will not be liable or responsible to contractor for any loss(es), damage(s) or expense(s) arising out of, resulting from, relating to or concerning, directly or indirectly, acts of terrorism, including, but not limited to, loss(es), damage(s) or expense(s) sustained or incurred by contractor as a result of:

- (a) a change in MARTA's or Contractor's business resulting from such terrorist acts;
- (b) the enactment of laws responding to or concerning terrorist acts; or
- (c) any other detrimental effect upon Contractor or its business resulting from such terrorist acts.

17. **WORK PRODUCT.**

- (a) Except as otherwise expressly provided in this Contract, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, deliverables, and other work product prepared or authored by Contractor or any of its subcontractors for MARTA under this Contract, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of MARTA. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with MARTA or a third party) shall be deemed to be 'works made for hire' and made in the course of rendering Services and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to MARTA. Contractor and its contractors grant MARTA a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to all Work Product not exclusively developed for MARTA under this Contract.



- (b) If any of the Work Product is determined not to be a work made for hire, Contractor assigns to MARTA, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to MARTA, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants MARTA (during the term of such rights) an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- (c) MARTA shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- (d) To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Employees may not originally vest in MARTA by operation of applicable law, Contractor shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to MARTA all rights, title and interest in the Work Product.

18. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** As of the Effective Date and continuing throughout the Term, Contractor represents and warrants to MARTA that:

- (a) **Authority.** Contractor is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction (including, without limitation, the State of Georgia) where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Contract. Contractor has all necessary power and authority to enter into and perform its obligations under this Contract and within the State of Georgia, and the execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary actions on its part. This Contract constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Contract or the provision of Services by Contractor is pending or threatened.
- (b) **Professional Standards.** The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.
- (c) **Materials and Equipment.** Any equipment or materials provided or used by Contractor shall be of merchantable quality and fit for the purposes for which they are intended. Further, Contractor shall maintain any equipment or materials provided or used by Contractor in good working order, in compliance with the best industry practices, all applicable laws and the Scope of Work.
- (d) **Intellectual Property Rights.** None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its

obligations hereunder, nor any of the Services shall infringe any third party's intellectual property rights or privacy, publicity or other rights.

19. **GEORGIA OPEN RECORDS ACT.** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act, as amended from time to time ("GORA"). PURSUANT TO O.C.G.A. § 50-18-72(A)(34), *an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.]*.
20. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.** This Contract is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, Contractor must actively participate in the E-Verify Program established by the United States Department of Homeland Security to verify the work authorization status of Contractor's employees for the duration of this Contract. For the entire Term of this Contract, Contractor must comply with the Act (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the Services in this Contract.

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor is responsible to independently appraise itself of and comply with the requirements of the Act and to assess its effect on MARTA contracts and its participation in those contracts. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

21. **GENERAL.**

- (a) **Notices.** Any notices required or permitted by this Contract shall be in writing and sent to the respective Party at the address on page one (1) of this Contract, and if to MARTA, a copy to the head of Contracts, Procurement & Materials at 2424 Piedmont Road NE, Atlanta, Georgia, 30324, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested with all postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.
- (b) **Waiver.** Any waiver by either Party or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a continuing waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Contract will be binding on MARTA unless executed in writing by MARTA's Authorized Representative.
- (c) **Assignment.** Neither this Contract, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Contractor without the prior written consent

of MARTA's General Manager (or his/her designee), and any attempt to do so without such written consent shall be void *ab initio*. MARTA's General Manager (or his/her designee) may grant or deny consent to assign, subcontract, license or encumber this Contract or the Services in his/her sole discretion.

- (d) Severability. In the event that any provision of this Contract is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Contract shall not be affected and shall continue to be enforceable to the greatest extent under applicable law. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.
- (e) Independent Contractor. Contractor is an independent contractor of MARTA and nothing in this Contract shall be deemed to constitute Contractor and MARTA as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.
- (f) Entire Contract. This Contract and any exhibits or addenda attached hereto or referenced herein shall comprise the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements (oral or written) between the parties with respect to such subject matter. This Contract may only be amended or modified by a writing executed by each party's authorized representative and each such writing shall be deemed to incorporate all of the Contract Documents, except to the extent that MARTA is authorized under this Contract or applicable law to issue unilateral changes to this Contract. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS CONTRACT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY MARTA AND OF NO FORCE OR EFFECT. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Contract.
- (g) Gender, Exhibits and Attachments and Time. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires. All exhibits, appendices, attachments, riders and addenda referred to in this Contract are incorporated into this Contract and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Contract. If Contractor is other than a natural person, Contractor shall deliver to MARTA such legal documentation as MARTA may request to evidence the authority of those signing this Contract to bind Contractor.
- (h) Suspension of Work during Alerts Issued under the National Terrorism Advisory Service (NTAS). When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publically or otherwise, MARTA shall have the right to suspend or delay completion of work under this Agreement and take additional action as MARTA deems necessary to secure MARTA's facilities as follows:
  - (i) Elevated Threat Alert: MARTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Contractor's personnel and equipment entering work areas until such alert expires.



- (ii) Imminent Threat Alert: MARTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.

MARTA shall provide notice to Contractor, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of Contractor. To facilitate the provision of such notice, Contractor is required to provide MARTA with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to Contractor that work shall be delayed or suspended in accordance with this paragraph. In the event of any such delay or suspension of work required under this paragraph, Contractor shall be entitled to additional compensation under this Agreement. In the event of a delay or suspension, the part of the Phase II Project affected by the delay or suspension shall be extended for a period equal to the delay or suspension plus a period, if any, that in the opinion of Contractor, following consultation with MARTA and the FTA, is necessary for Contractor and MARTA to carry out the Phase II Project.

Should the Federal Transit Administration (“FTA”) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the Authority for the suspension of work which differ from those set forth herein, the parties hereto agree to modify this Agreement by written agreement of the parties to reflect such changes.

- (iii) Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on MARTA property or in the performance of any of the Services. The Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988", which required the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. MARTA maintains compliance with this Act and all personnel conducting business on MARTA property are subject to MARTA's drug-free workplace policy guidelines.
- (iv) Identification of Personnel Security. The Contractor acknowledges and agrees that MARTA may at any time require the Contractor to provide (at Contractor's sole expense) personnel who enter upon MARTA's property with distinctive identification badges showing the employer's name, employee's name, employee's photograph, employee's job title, and any employee identification number assigned to such employee by Contractor. All of Contractor's personnel shall display these badges prominently upon their persons while on MARTA property. MARTA will only allow properly certified personnel of the Contractor on MARTA's property. MARTA shall have the right to require Contractor to conduct background checks on the Contractor's employees and to remove from MARTA's property any employee MARTA considers incompetent, careless, or who constitutes a security risk or safety hazard. The Contractor's personnel must have all appropriate documentation, as determined by MARTA's project manager, on their person to gain access to MARTA's property.

- (v) Usufruct. To the extent MARTA granted Contractor the right to use any real property owned by MARTA, all of Contractor's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of MARTA.
- (vi) Attorneys' Fees. If MARTA should bring any action under this Contract, then Contractor agrees in each and any such case to pay to MARTA all costs, including, but not limited to, court costs and reasonable attorneys' fees, incurred by MARTA in connection therewith.
- (vii) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles. The Parties hereby submit and consent to the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum *non conveniens* to the conduct of any such action or proceeding in such court.
- (viii) Force Majeure. Neither Party shall be deemed to be in breach of this Contract by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities (other than MARTA), acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the Parties (collectively "Force Majeure Event"). If either Party claims the occurrence of a Force Majeure Event, such Party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. In no event shall the failure to pay any amount (or have the ability to pay any amount) be deemed a Force Majeure Event under this Contract.
- (ix) Use of MARTA's Name. The Contractor shall not refer to MARTA or use MARTA's name for purposes of advertising or public relations without MARTA's prior written consent, which may be granted or withheld in MARTA's sole discretion. Any such reference or use shall be strictly factual, and shall not in any way imply that MARTA endorses Contractor or the services Contractor provides.

22. Execution of Contract. This Contract will not become binding on MARTA and MARTA will incur no liability under it until it has been duly executed by Contractor, returned to MARTA with all required submittals, including insurance and bonding, executed by MARTA's authorized signatory and delivered to Contractor.

[Signature Page Follows]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Contract as of the Effective Date.

**MARTA:  
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

**Project Summary**

MARTA is in the planning process for Transit Oriented Development (TOD) behind the King Memorial Transit Station. When the TOD is completed, the Grant Street underpass will be the primary pedestrian gateway between the TOD site and the King Memorial Station.

The work (“Work” or “Project”) is envisioned to incorporate lighting and paint or other materials, and to affect both the walls and ceiling of the space by increasing overall light levels within the underpass. When complete, the artwork will make the underpass inviting to pedestrians and give it the sense of being a unique and engaging environment. Successful projects will see the tunnel becoming a landmark for the community and even a destination.

This project will create an exciting, visually engaging, and fun artwork that becomes a community landmark and enhances the pedestrian experience within the tunnel.

Increase the light level in the tunnel so that pedestrians feel safe and confident while using the walkways.

Artwork will affect the entire space and transform it so that people may choose to walk through the tunnel solely to experience the Work.

Design will be appropriately scaled to the site, with durable materials and parts. The selected artwork should be very low maintenance and follow MARTA criteria on material selection and durability, including the use of MARTA-approved lighting fixture types and brands.

**Site Description**

The Grant Street underpass is located adjacent to King Memorial Transit Station, and underneath the CSX rail tracks. (See attached photos). There are property rights and responsibilities held by a number of stakeholders: CSX, MARTA, and the City of Atlanta, and the Work is contingent upon the necessary approvals being procured from CSX for the site enhancements.

**Milestone 1:** Contractor engagement.

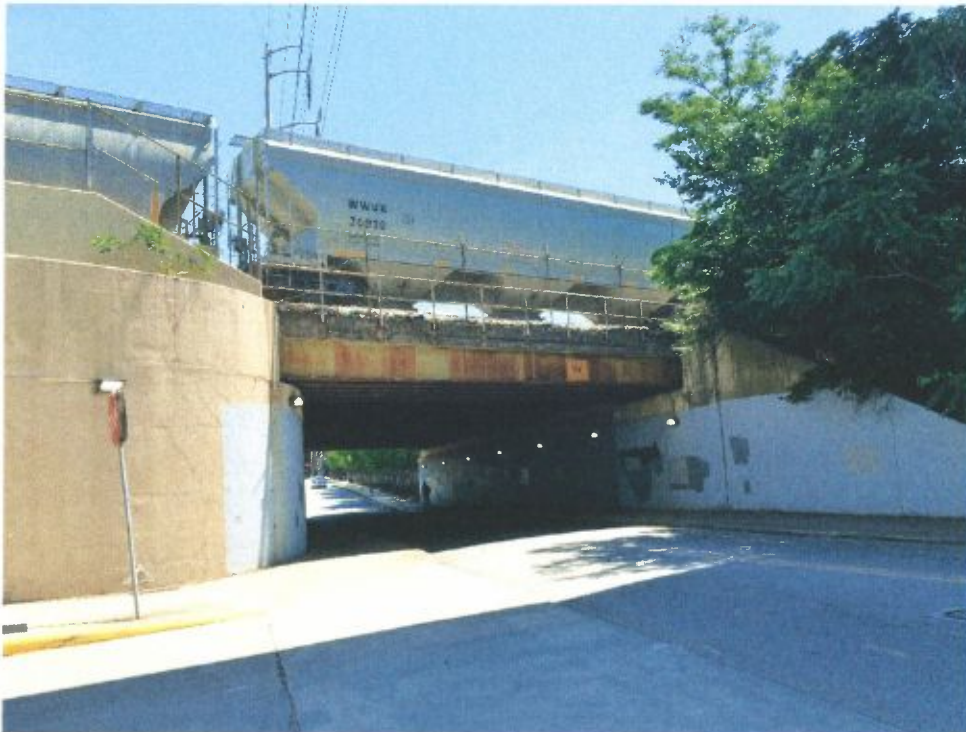
**Milestone 2:** Design. Contractor will submit a detailed site-specific proposed design within 90 days of contract execution. Within 30 days of receiving the proposed design, MARTA will review and provide revisions or accept the proposed design.

**Milestone 3:** Mobilization Plan. Within \_ days of Milestone 1 completion, Contractor will submit a Mobilization Plan to MARTA for review. The Mobilization Plan must include at a minimum an installation plan, a project schedule, a full budget, and future milestones.

## Site Documentation



**Aerial View: yellow rectangle indicates site location**



**View from King Memorial Station approaching future artwork site**





**Interior Underpass Existing Condition**

## EXHIBIT B

### SPECIAL TERMS AND CONDITIONS

1. **Third Party Approvals.** Contractor understands and accepts that some or all components of the Statement of Work of this Contract require the approval of third parties and that should MARTA be unable to obtain such approvals, this Contract, or portions thereof, may be cancelled at MARTA's sole discretion.
2. **Ownership.** In addition to those rights conveyed to MARTA by Contractor including, but not limited to those rights described Section 17 of this Contract, title of the Work shall vest in MARTA upon Project completion and MARTA shall have the right to exhibit, sell, modify, maintain, repair, remove or otherwise alter the Work at its sole discretion. If this Contract is terminated prior to completion of the Work, MARTA shall have the right to keep, and use at its sole discretion, all documents, designs or other submittals, such right shall include sharing such documents or designs with third parties for the completion of the Project.
3. **Contractor's Rights.** The Contractor shall retain the right to reproduce facsimiles of the Work, and shall receive authorship credit of the Work. In the event MARTA elects to modify or otherwise alter the Work, MARTA shall notify the Contractor and Contractor may elect to have authorship credit of the Work removed. In the event MARTA determines it is in its best interests to decommission the Work, Contractor shall have the right to collect the Work within a reasonable time and title of the Work shall vest with Contractor upon collection; provided, however, that such right must be exercised within a reasonable time and that MARTA shall not be required to pay any sum for Contractor's collection of the Work. The rights reserved in this Section shall endure for a term consisting of the life of the Contractor, or in the event of multiple Contractors, the life of the last surviving Contractor.
4. **Waiver of Rights.** Contractor waives all rights conferred under the Visual Artists Rights Act, including but not limited to those rights described in, 17 U.S. §106A, unless otherwise reserved to Contractor herein and agrees that such waiver shall apply to the entirety of the Work and to any use of the Work.
5. **Additional Warranty.** In addition to Contractor's representations and warranties contained in Section 18 of this Contract, Contractor agrees that he/she shall warranty the Work and the products used in the Work which are incorporated into the Work for a period of one (1) year from the acceptance of the Work by MARTA.

**EXHIBIT C**  
**PAYMENT TERMS**

MARTA shall pay to Contractor the following, which are inclusive of all costs and expenses related to the delivery, materials, supplies and services, in accordance with the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, Contractor acknowledges and agrees that it shall not be paid more than \$100,000.00.

**COMPENSATION.** In addition to Section 5 of the Contract, the following shall apply:

The Contractor shall be paid \_\_\_\_\_ after the satisfactory completion of Milestone 1.

The Contractor shall be paid \_\_\_\_\_ after the satisfactory completion of Milestone 2.

The Contractor shall be paid for all additional milestones as set for in the approved Mobilization Plan.



**EXHIBIT D**  
**INSURANCE AND BONDING REQUIREMENTS**

**A. Preamble**

The following requirements apply to all work under the Contract. Compliance is required by the Contractor. **To the extent permitted by applicable law, MARTA reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D.**

1. Evidence of Insurance Required Before Work Begins

**No work under the Contract may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to MARTA as to form and content has been filed with MARTA.** Contractor must provide MARTA with a Certificate of Insurance that clearly and unconditionally indicates that Contractor has complied with all insurance and bonding requirements set forth in this Exhibit D. If the Contractor is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. Either prior to or at the time Contractor submits its executed Contract to MARTA, Contractor must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to MARTA evidencing such compliance. In the event that Contractor does not comply with the insurance and bonding requirements set forth herein after the Effective Date of the Contract, MARTA may, in accordance with the terms of the Contract, deem the Contractor to be in default under the terms of the Contract and exercise its right to any remedy or cure available to MARTA pursuant to the terms of the Contract or pursuant to applicable law.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor to MARTA certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied. For all agreements, regardless of size, companies providing insurance or bonds under the Contract must meet the following requirements:

- (a) Best's Rating not less than A-;
- (b) Best's Financial Size Category not less than Class IX;
- (c) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner of the State of Georgia; and
- (d) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to MARTA, MARTA will notify Contractor in writing. Contractor must promptly obtain a new policy or bond issued by an insurer acceptable to MARTA and submit to MARTA evidence of its compliance with these conditions.

Contractor's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement will not relieve Contractor from any liability under the agreement. Contractor's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the agreement will not be construed to conflict with or limit Contractor's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of MARTA.

4. Notices of Cancellation & Renewal

Contractor must, notify MARTA in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Contract and Exhibit D that concern the proposed cancellation, or termination of coverage.

Risk Management Department  
2424 Piedmont Road, N.E.  
Atlanta, GA 30324-3330  
Facsimile No. (404)848-4549

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Contractor shall provide MARTA with evidence of required insurance prior to the commencement of the Contract, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least thirty (30) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as authorized representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. MARTA coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions. In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

6. Certificate Holder

MARTA must be named as certificate holder. All notices must be mailed to the attention of **Risk Management Department at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324-3330.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

MARTA shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Contract, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the execution date of the Contract.

9. Mandatory Sub-Contractor Compliance

Contractor must require and ensure that all subcontractors at all tiers to be sufficiently insured/bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

If applicable to this Contract, evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

**B. Workers' Compensation and Employer's Liability Insurance**

Contractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation	
Employer's Liability:	<b>Statutory</b>
Bodily Injury by Accident/Disease	<b>\$100,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$100,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$100,000 policy limit</b>

**C. Commercial General Liability Insurance**

Contractor must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$1,000,000 aggregate**. The following indicated extensions of coverage must be provided (only if the box is checked):

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Medical Expense
- Independent Contractor/Subcontractor
- Additional Insured Endorsement\* (primary& non-contributing in favor of MARTA)
- Waiver of Subrogation in favor of MARTA

**D. Commercial Automobile Liability Insurance**

Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **\$250,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of MARTA

If Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor’s personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

**E. Excess or Umbrella Liability Insurance**

- Coverage must follow form with primary policy
- May be used to achieve minimum general and auto liability limits
- Coverage must be as broad as primary policy

**EXHIBIT E**  
**CERTIFICATE OF NO CONFLICT OF INTEREST**

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Proponent's organization and in the proceeds of a Contract and agreement which might be made between Proponent and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponent to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponent from being awarded the Contract and future work by MARTA.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED TO MARTA.**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Telephone #: (\_\_\_\_) \_\_\_\_\_

Name of Proponent Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**  
**DEPARTMENT OF DIVERSITY AND INCLUSION REQUIREMENT**

See attached.

APPENDIX B  
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT: CONTRACTOR'S AND SUBCONTRACTOR'S  
AFFIDAVITS

See attached.