Appendix B:
General Conditions and Requirements

This Joint Development Solicitation is issued in accordance with Metro's Joint Development Program Guidelines. Developers should review these guidelines before submitting a proposal. The following includes 1) additional conditions and requirements of the Joint Development Solicitation and 2) the requirements and conditions to be included in the Joint development Agreement. **Further conditions and requirements of the Joint Development Solicitation review, evaluation, and selection process are as follows:**

1. Disclosure and Use of Data

A. Public Access to Records Policy: Metro is required to brief its Board of Directors on all aspects of a Proposal. WMATA will hold business information provided confidential in accordance with WMATA Public Access to Records Policy. Metro will endeavor to hold any third-party landowner whose property is included in a Joint Development Site to respect and abide by the preceding confidentiality, but Metro cannot bind a third party to do so, nor shall Metro incur any liability if a Proposal is not held confidential by a third party.

B. To Jurisdictional Officials: Metro also reserves the right to review the zoning and land use aspects of any Proposal with local zoning, land use planning, transportation and environmental officials and with state officials. Additionally, such review may include conducting public hearings, town meetings and similar public forums.

2. Protest Policy

The policy and procedure for the administrative resolution of protests involving the designation of a Selected Developer arising pursuant to this Joint Development Solicitation are as follows:

A. Who May Protest: Only an Interested Party may submit a protest. An "Interested Party" is defined as a Developer who submitted a Proposal for the relevant Joint Development Site pursuant to this Joint Development Solicitation.

B. Deadline: Protests must be submitted no later than thirty (30) calendar days after Metro staff's preliminary designation of the Selected Developer. Any protest submitted subsequent to this time may be deemed by Metro to be untimely and denied on that basis unless Metro concludes that the issue(s) raised by the protest involves fraud, gross abuse of the selection process, or otherwise indicates substantial prejudice to the integrity of the selection process.

C. Form of Protest: The Interested Party wishing to file a protest shall submit a written document to Metro which contains the following:

- The name and address of the Interested Party.
- Description of the nature of the protest.
- Identification of the provision(s) of this Joint Development Solicitation or of the Joint Development Policies and Guidelines or laws upon which the protest is based.
- A statement of the specific relief requested.
- Any documents relevant to the protest.

D. Metro Review: Metro shall carefully review the protest. At the discretion of Metro, a conference may be held with the Interested Party. Metro shall have thirty (30) calendar days to render a written decision on the merits of the protest. A determination by Metro that a protest is meritorious may result in a change in the terms, conditions or format of this Joint Development Solicitation in the form of an amendment, the rejection of a Proposal, the cancellation of this Joint Development Solicitation in whole or in part, or the termination of the designated Selected Developer.

E. This protest policy is not applicable to actions taken by Metro in response to legal proceedings filed in the courts or to actions taken by Metro.

I. Joint Development Agreement Requirements

The following requirements and conditions will be included in the Development Agreement and/or other final documentation executed by the Selected Developer and WMATA (such as a ground lease or a recorded declaration of covenants, conditions and restrictions). By submitting a Proposal in response to this Joint Development Solicitation, a Developer is agreeing to accept and comply with these requirements and conditions.

1. WMATA's Reserved Areas and Interests

The location of WMATA's Reserved Areas and Interests shall be determined by WMATA in its sole and absolute discretion. The conveyance or lease of any WMATA property shall be subject to a reservation by WMATA of a permanent, exclusive and irrevocable covenant, restriction, reserved area and/or easement for the operation and maintenance of present and future WMATA Facilities, WMATA Improvements and WMATA Reserved Areas and Interests. The nature and method of WMATA's operations shall be determined from time to time by WMATA in its sole and absolute discretion.

2. WMATA's Approval Rights and Adjacent Construction Requirements

The following rights and requirements apply to all Projects:

Approval Rights - WMATA shall have the right to approve in its sole and absolute discretion:

a. Matters that affect the integrity, functionality, efficiency, safety, operation, maintenance, legal compliance, cost or profitability of WMATA's business, customers, operations or activities;
b. Matters that affect WMATA Facilities, WMATA Reserved Areas and Interests, ingress/egress to WMATA Facilities, etc.;
c. Matters that affect any of WMATA's adjacent property;
d. The design and construction of interim and permanent WMATA Replacement Facilities; and
e. Matters that affect the Selected Developer's obligations as they relate to timing (changes in Project schedule) and performance (changes in what will be constructed, e.g., the product mix).

WMATA's Construction Requirements: Projects must be built in compliance with WMATA's adjacent construction criteria as contained in WMATA's then-current *Adjacent Construction Project Manual.* Developers are advised that the *Adjacent*

Construction Project Manual requires the payment to WMATA for the review, coordination and, escort fees, if entry on WMATA Facilities is involved.

3. Relocation or Replacement of WMATA Facilities

WMATA Facilities are critical to the efficient operation of the transit system. WMATA operations must be maintained throughout the development process. Therefore, the existing, reconfigured or relocated WMATA Facilities must be accommodated in the site plan. At a minimum, Developers should assume that existing WMATA Facilities must be maintained in place or replaced at the Selected Developer's expense, unless otherwise stated in the solicitation. If the existing WMATA Facilities must be removed before the permanent new WMATA Facilities are completed, the Selected Developer also must provide interim WMATA Facilities at its own expense.

No WMATA Facility may be taken out of service unless a permanent or interim replacement facility is already available, such that there will be no disruption to WMATA operations. Any exception to this requirement with respect to permanent WMATA Facilities is subject to the specific approval of the WMATA Board of Directors. Additionally, the configuration of the relocated or replaced WMATA Facility must be agreed to by WMATA in writing. WMATA shall operate and preferably own any permanent relocated or replaced WMATA Facility, although it is possible for WMATA Facilities to be operated by WMATA via easements.

4. No Subordination of WMATA's Fee Interest

In the case of a ground lease, WMATA will not subordinate its fee interest in its property except to the covenants, restrictions and easements evidencing the WMATA Reserved Areas and Interests. In a ground lease situation, WMATA will permit *bona fide* lenders to have a leasehold security interest in the Project. The leasehold security interest will be subordinate to WMATA's fee interest, to the covenants, restrictions and easements evidencing the WMATA Reserved Areas and Interests, and to WMATA's right to terminate the ground lease upon a default by the Selected Developer (subject to any right to cure granted to the lender). In a sale situation, any mortgage, deed of trust or other security interest will be subordinate to the covenants, restrictions and easements evidencing the WMATA Retained Areas and Interests.

5. Federal Transit Administration (FTA) Requirements

WMATA is subject to the requirements of the Federal Transit Administration (FTA). The terms of the Development Agreement negotiated with the Selected Developer, as it pertains to WMATA property, are subject to FTA approval. FTA requires, as a covenant running with the land, that the entire Project constitute a Joint Development as defined in the then-current FTA regulations, policies and guidelines. FTA also requires that the Selected Developer comply with certain laws and regulations barring discrimination on the basis of race, color, national origin or disabilities, and further requires compliance with FTA requirements regarding conflicts of interest and debarment. FTA may impose additional requirements which cannot be known until FTA reviews a specific Project.

6. Americans with Disabilities Act (ADA)

All Projects shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder (ADA). Developers are also referred to WMATA's *Station Site and Access Planning Manual*, which is available on WMATA's website) and *Manual of Design Criteria* (available upon written application to WMATA subject to WMATA's approval) for WMATA's own accessibility standards. Whenever WMATA's standards and the ADA differ, the more stringent standard shall apply. Proposals must include a plan indicating how access from the Project to the Metro Station will be provided for persons with disabilities. Additionally, if a Project or any subsequent addition, modification or alteration triggers accessibility-related improvements to the Metro Station, the Selected Developer shall be responsible for the costs of such improvements. The only exceptions are when the accessibility-related improvements predate the date of completion of the Project and are required to be made regardless of the Project or constitute accessibility related improvements that WMATA is implementing at Metro Stations in general as part of its system-wide improvements or alterations.

7. Direct Connections

If a direct connection to a Metro Station (e.g., a direct entrance into a building or a private bridge between a Metro Station and a building) is part of the overall Project, then, FTA may determine that the National Environmental Policy Act, 42 USCA 4321, et seq., as amended, is applicable to the Project. Additionally, the following laws and their implementing regulations are also applicable to a direct connection:

A. Rehabilitation Act of 1973, 29 USCA Section 794;
B. Architectural Barriers Act, 42 USCA Section 4151, et seq.; and
C. Planning and Design for the Elderly and Handicapped, 49 USCA Section 5301, et seq.

8. Davis-Bacon Act/Fair Labor Standards Act

The construction of any WMATA Replacement Facility or WMATA Improvement must comply with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime compensation must be paid in compliance with Section 64 of the WMATA Compact and the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended. This requirement applies even if the remainder of the Project is not subject to these requirements.

9. Other Laws, Regulations and Requirements

Developers are responsible for being fully informed of and complying with the requirements of applicable federal, state, and local jurisdictional laws and regulations. Additionally, the

Selected Developer shall be responsible for obtaining, at its own cost and expense, all requisite approvals, licenses and permits.

10. WMATA's Indemnification Policy

The Selected Developer and its contractors and subcontractors (and space tenants or subtenants, where applicable) shall indemnify WMATA against all claims, liabilities and costs of whatsoever kind and nature, including environmental claims, which may be imposed upon, or incurred by, or asserted against WMATA in connection with the Selected Developer's performance under the Development Agreement or related agreements. Developers are advised that WMATA is generally precluded from indemnifying them.

11. WMATA's Insurance Requirements

The Selected Developer and its contractors and subcontractors must procure and maintain insurance coverage in amounts determined by WMATA, which may include but is not limited to General Liability, All Risk Property, Builder's Risk, Worker's Compensation, Automobile Liability, Contractors' Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability and Boiler and Machinery.

12. Completion Bond

If there are WMATA Improvements (interim and/or permanent) being constructed, WMATA requires the Selected Developer to secure and file with WMATA a completion bond equal to one hundred percent (100%) of the value of the WMATA Improvements. This bond shall name WMATA as the sole obligee for the completion of the WMATA Improvements.

All bonds must be from a federally approved surety company with sufficient assets. All bonds must be in a form acceptable to WMATA and countersigned by a Commonwealth of Virginia, State of Maryland or District of Columbia, as applicable to the Joint Development Site, resident agent of the surety, with a copy of the agent's license as issued by the appropriate Insurance Commissioner.

Alternatively, the Selected Developer may escrow the entire cost of the WMATA Improvements in cash with WMATA or a third party escrow agent (who may be the Selected Developer's construction lender) approved by WMATA. Funds may be drawn from this escrow by the Selected Developer upon submission of draw requests to WMATA and WMATA's approval thereof solely to pay, in arrears, the Selected Developer's actual costs incurred in designing and constructing the WMATA Improvements (excluding any fees or other compensation to the Selected Developer or its affiliates until Final Completion occurs). Should the Selected Developer fail to finally complete the WMATA Improvements as designed and approved by WMATA and on the agreed-upon schedule, WMATA may use the escrowed funds for that purpose. Neither the establishment nor use of the escrowed funds shall be deemed to be liquidated damages or WMATA's sole and exclusive remedy.

13. WMATA's Disclaimer of Liability for Information

WMATA disclaims all responsibility and liability for the completeness or accuracy of any information that it provides. Any error or omission will not constitute grounds or reason for nonperformance by a Developer or be grounds for a claim for allowance, refund or deduction.

14. Inspection of Accounting Records

The Selected Developer will be required to permit WMATA, or any of its duly authorized representatives, at reasonable times and places in the Washington metropolitan area, access to any books, documents, papers and records, including certified financial statements, which are directly pertinent to this Joint Development Solicitation and the Development Agreement. WMATA and/or its representatives shall be permitted to audit, inspect, examine, copy and transcribe such books, documents, papers and records. The Selected Developer shall retain all records for three years after submission of any statement required for determining any payment obligations under the Development Agreement or related agreements.

15. WMATA's Tax Exempt Status; Developer's Responsibility

WMATA is tax exempt pursuant to the WMATA Compact. Any taxes, assessments or impositions on the Project, the Joint Development Site or the ground lease or conveyance anticipated by the Proposal, including (without limitation) real estate taxes, special assessments, and any transfer, recordation, grantor's, stamp, or other documentary tax, shall be assumed and paid by the Selected Developer. In no event shall the Selected Developer assert or attempt to assert for its own benefit an exemption or immunity available to WMATA under the WMATA Compact.

16. Financing Requirements

Obtaining Financing. The Selected Developer shall be obligated to obtain the requisite financing to consummate the ground lease/sale of the Joint Development Site and the development, construction and final completion of the Project by a reasonable date certain or WMATA may terminate the Development Agreement.

No Cross-Collateralization. The Project may not be cross-collateralized or cross-defaulted with any other property, project or other assets. This prohibition shall be included in the covenants, conditions and restrictions to be recorded at closing.

17. Assignment of Proposal, Change in Developer or Withdrawal of Developer

WMATA considers the designation of Selected Developer to be in the nature of a personal services contract. The Selected Developer will be designated because of its skill, experience, knowledge and financial standing. A Developer who submits a Proposal in response to this Joint Development Solicitation may withdraw, assign its Proposal or change the composition of its Development Team only as follows:

A. Withdrawal of Proposal: At any time prior to designation of the Selected Developer, a Developer may elect to withdraw its Proposal. Under such circumstances, WMATA shall return the Proposal Security without interest.

B. Assignment of Proposal:

1. At any time prior to designation of the Selected Developer, a Developer may request WMATA's approval to assign its Proposal to another development entity. No purported assignment is valid unless WMATA has given its prior written approval. The Developer and its proposed assignee shall submit all documents required by WMATA before the request will be considered. WMATA is under no obligation to approve the request and may withhold approval in its sole and absolute discretion. If WMATA refuses to grant approval and the Developer does not want to proceed in accordance with its Proposal, WMATA will return the Proposal Security without interest. An assignment may be subject to the requirement of a guaranty pursuant to **Section II. 28** below.

2. At any time after the designation of the Selected Developer, the Selected Developer may request WMATA's approval to assign its Proposal to another development entity. No purported assignment is valid unless WMATA has given its prior written approval. The Developer and its proposed assignee shall submit all documents required by WMATA before the request will be considered. WMATA is under no obligation to approve the request and may withhold approval in its sole and absolute discretion unless (i) the assignment is to an entity designated as the anticipated Developer in the Proposal, in which case no further WMATA approval is required, or (ii) the assignment is to an entity under the control of the Selected Developer, in which case WMATA shall not unreasonably withhold its approval. If WMATA refuses to grant approval and the Selected Developer does not want to proceed in accordance with its Proposal, the Selected Developer shall so notify WMATA in writing, whereupon the Selected Developer's rights as such shall automatically terminate and WMATA may retain the Proposal Security and any option fee previously paid. An assignment may be subject to the requirement of a.

C. Change in Composition of Developer or Development Team:

1. A Developer may change its internal composition or its Development Team if it gives notice to WMATA of the change at least ten (10) business days before WMATA's tentative designation of the Selected Developer. Thereafter, and before the tentative designation as the Selected Developer, a Developer may change its composition or the composition of its Development Team only with WMATA's prior written approval. WMATA's approval may be withheld in WMATA's sole and absolute discretion. If WMATA does not approve the change and the Developer does not want to proceed in accordance with its Proposal, the Developer may withdraw its Proposal by giving written notice to WMATA and WMATA will return the Proposal Security without interest.

2. After a tentative designation as the Selected Developer, the Selected Developer must request WMATA's written approval to change its internal composition or the composition of its Development Team. WMATA's approval may be withheld in WMATA's sole and absolute discretion. If WMATA does

not approve the change and the Selected Developer does not want to proceed in accordance with its Proposal, WMATA may terminate the Selected Developer designation and retain the Proposal Security and any option fee previously paid.

D. Other Situations: An assignment or change in the internal composition of the Developer or in the composition of the Development Team which is not addressed above is at the sole and absolute discretion of WMATA. (The foregoing includes, without limitation, a merger, consolidation, or division of the Developer.) For any such assignment or change to be valid, WMATA's prior written approval is required. Any purported assignment or change occurring without WMATA's prior written approval shall be void.

18. Termination of Selected Developer Designation

WMATA may terminate the Selected Developer designation for any of the following reasons and, except as stated otherwise in **Sections II.18.I, J** and **K,** retain the Proposal Security and any other deposit held by WMATA. (The refund of the Proposal Security does not affect WMATA's right to retain any option fee under other provisions of this Joint Development Solicitation.) Any such termination shall terminate the Selected Developer's status as such under this Joint Development Solicitation.

A. No Development Agreement: The Selected Developer fails to negotiate and execute the Development Agreement within one hundred eighty (180) days following the designation of the Selected Developer and/or approval of the negotiation of a Term Sheet by the WMATA Board of Directors.

B. Bankruptcy: The Selected Developer or any individual or entity holding ownership in or comprising the Selected Developer or the Development Team files a petition in bankruptcy, or a proceeding in bankruptcy is filed against any one or more of them and not dismissed within ninety (90) days after its filing, or any of them is adjudicated to be bankrupt.

C. Change in Ownership: The ownership structure of the Selected Developer or the identity of anyone in the Development Team changes in violation of **Section II.17** above. Structural changes include changes in percentages of ownership interests or changes in ownership of any entity at any tier holding a direct or indirect ownership interest in the Selected Developer.

D. Assignment of Rights: The Selected Developer assigns its designation or transfers its rights in a Joint Development Solicitation in violation of **Section II.17**.

E. Fraud or Felony: The Selected Developer or any officer, director, partner, member, manager or other principal of any person or entity constituting a member of the Development Team is indicted for, or convicted of, a fraud or a felony.

F. Integrity: The Selected Developer or any officer, director, partner, member, manager or other principal of any person or entity constituting a member of the Development Team is found not to have a satisfactory record of integrity and business ethics in

WMATA's sole and non-reviewable discretion.

G. Incorrect or Incomplete Information: The Selected Developer provided materially incorrect or incomplete information in any of its submissions to WMATA, as determined in WMATA's sole and non-reviewable discretion.

H. Noncompliance: The Selected Developer does not comply with this Joint Development Solicitation, its Proposal or the terms of the Development Agreement as negotiated by the parties.

I. Environmental Issues: In accordance with **Section II. 22**, the Selected Developer conducts environmental due diligence and as a result modifies its Proposal in a manner which is unacceptable to WMATA. Under such circumstances, WMATA shall return the Proposal Security, less any site restoration costs actually incurred by WMATA and any other sums owed to WMATA.

J. Protest: If a protest is filed in accordance with **Section I.2.** and WMATA determines that the designation of the Selected Developer should be terminated. Under such circumstances, WMATA shall return the Proposal Security, less any site restoration costs actually incurred by WMATA and any other sums owed to WMATA.

K. WMATA's Best Interests: WMATA determines (in its sole and non-reviewable discretion) that termination is in its best interest. Under such circumstances, WMATA shall return the Proposal Security, less any site restoration costs actually incurred by WMATA and any other sums owed to WMATA.

19. WMATA Station Access Roads and Interior Maintenance Roads

WMATA's Metro Station access roads and interior maintenance roads are often owned, maintained and improved by WMATA. Any anticipated use of such roads by a Project must be addressed in the Proposal and approved by WMATA. WMATA reserves the right to charge the Developer for the cost of usage and wear and tear on a degree of usage principle to be determined on a case-by-case basis. WMATA also reserves the right to reject shared use of its roads if such use is detrimental to its operations.

20. Developer's Investigative Obligations; As Is, Where Is

A Developer is expected to know all information reasonably ascertainable concerning the size, character, quality and quantity of surface and subsurface materials or obstacles on the Joint Development Site, and the existing utilities on the Joint Development Site. All Joint Development Sites are subject to existing physical and legal conditions, whether of record or not. Additionally, a Developer is expected to know the conditions affecting construction on the Joint Development Site, which include but are not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, the topography and conditions of the ground, and the character of equipment and facilities needed before and during prosecution of the work. Except as may be specifically stated in this Joint Development Solicitation or in a ground lease (or, in the case of a sale, the special warranty deed) or other document delivered at settlement, the Joint Development Site is being ground leased or sold on an "as is, where is" basis and WMATA disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

21. Sustainability

Joint Developments must also meet the green building or sustainability standard of the jurisdiction(s) within which the Joint Development property is located or, in the absence of a local standard, at a minimum meet a nationally-recognized standard such as the U.S. Green Building Council's LEED-Silver certification for neighborhood development and/or for individual buildings.

22. Environmental Matters

Investigation by Developer: WMATA has undertaken no comprehensive environmental investigations of the presence or absence of contaminated material or other environmental conditions that may affect development except as may be specifically identified in this Joint Development Solicitation. Interested Developers may request permission to perform a due diligence environmental site assessment prior to Proposal submission, after Proposal submission, or after designation as the Selected Developer. Such due diligence site assessment and all associated costs shall be the sole responsibility of the Developer. Permission will be granted by WMATA to do non-invasive assessments subject to the execution by Developer and then the subsequent execution by WMATA of a *Right of Entry Agreement*. Any invasive testing shall require a specific agreement signed by the parties addressing the nature and scope of the work to be done; WMATA's standard form *Real Estate Permit* is available on WMATA's website. WMATA shall be provided at no cost to it and in a timely manner with a copy of each test result and report addressing the environmental site investigation.

Contamination Found: If environmental contamination is found that requires a cleanup or remediation of the Joint Development Site under a governmental regulatory agency's review, the Developer may withdraw its Proposal (including any Final Proposal) but is responsible for site restoration costs. In the event that the due diligence environmental site assessment is performed after the designation of the Selected Developer but prior to the execution of the Development Agreement, the Selected Developer and WMATA may negotiate the transaction based upon the levels of contaminated materials or other environmental conditions encountered which would substantially delay development or substantially increase the costs of excavation, removal or disposal of soil/materials or the treatment of groundwater. WMATA, however, will not be liable for the cost of remediating any contamination except contamination arising from the acts or omissions of WMATA while it was the owner of the Joint Development Site. If the parties cannot agree upon the resolution of these issues, the Selected Developer may withdraw its Proposal but the Developer is responsible for site restoration costs, and WMATA has the corresponding right to terminate the Selected Developer designation in accordance with **Section II. 18.I** above.

23. Title

What Constitutes Good Title: Except for the warranties inherent in a special warranty deed in the case of a sale, WMATA will not represent or warrant title to the Joint Development Site. However, it is expected that title to the Joint Development Site will be good of record and fully merchantable and insurable without exception other than customary title exceptions (including the standard exceptions in an American Land Title Association title insurance policy) and easements, restrictions and covenants of record or necessary or appropriate to evidence WMATA's right, title and interest in and to the Reserved Areas and Interests. (Any monetary liens that affect WMATA generally will not be considered encumbrances against the Joint Development Site for these purposes.) If the foregoing standard is not met, a Developer may terminate its Proposal if WMATA does not cure the problem within sixty (60) days after the Developer gives WMATA notice of the problem. Upon such termination, WMATA shall return the Proposal Security to the Developer.

Obtaining Title Insurance: WMATA is not providing any evidence of title. Any title insurance or other evidence of good title desired by a Developer must be obtained by that Developer at its own cost and expense from a party other than WMATA. WMATA will not pay for any title examination, title report, title commitment, title policy, survey or other title-related matter other than to cure any exception to title not permitted by the preceding paragraph. All conveyancing, notary, settlement and other fees (and, per **Section II.16**, all transfer, recordation, grantor's, stamp, or other documentary taxes) shall be paid by the Developer, and WMATA shall have no responsibility for them.

Owner's Affidavit(s): At closing, WMATA will deliver an owner's/seller's affidavit to the Developer's title insurer and an affidavit certifying that WMATA is not a "foreign person" for purposes of tax withholding under the Internal Revenue Code, but such affidavit(s) shall not include any indemnification obligation on the part of WMATA and must be reasonably satisfactory to WMATA.

24. Parking

Parking at Metro Stations is an important element of Metro service. Requirements to replace Metro Parking to be displaced by the Project are defined in the Joint Development Solicitation.

Generally speaking, WMATA operates its own parking facilities and the Selected Developer shall operate the private parking. The Joint Development Solicitation will define any exceptions to be considered for this Project. Except to the extent that parking is provided in a shared structure, all private development amenities, parking, loading, and service facilities shall be independent of WMATA Facilities.

Contractor parking will not be allowed in WMATA facilities, without an executed parking lease agreement with WMATA. Contracts with contractors should specifically so state. Construction plans submitted to WMATA shall show off-site locations for contractor parking. WMATA may consider negotiating short-term parking lease agreements for contractors, depending on parking availability and other factors.

25. Affordable Housing

WMATA does not impose any affordable housing requirement of its own. Instead, WMATA's *Joint Development Policies and Guidelines* (www.wmata.com/realestate) require that developers proposing residential projects on WMATA-owned land must comply with the affordable housing requirements, if any, of the applicable Local Jurisdiction. If affordable housing is proposed, the Proposal should address the amount and nature of it.

26. Transportation Demand Management

WMATA requires all Joint Development projects to implement Transportation Demand Management ("TDM") strategies to further WMATA's goals of increasing transit ridership and reducing motorized vehicle miles traveled within the Washington region. Developers will typically, at a minimum, be required to meet the TDM requirements of the local jurisdiction in which the Joint Development project is located. If a local jurisdiction does not have a TDM requirement, WMATA will work with its Selected Developers to develop a TDM plan.

27. Guaranty

WMATA may require a third party to guarantee some or all of the obligations of the Selected Developer, including but not limited to construction obligations. The form of the guaranty may be a letter of credit issued by a bank in an amount and on terms acceptable to WMATA and/or a guaranty from a parent entity or person determined by WMATA to have sufficient capital or liquidity to ensure payment.