

LANIER COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL (RFP)

New Baseball/Softball Athletic Complex for Lanier County Schools Lakeland, Georgia

The Lanier County School District (hereinafter, "LCSD" or "Owner"), is seeking qualifications and proposals from Construction Management (hereinafter, "CM") firms to provide CM at Risk services for the construction of a "New Baseball/Softball Athletic Complex for Lanier County Schools" in Lakeland, GA. The budget for this project is \$3,000,000, subject to final adjustments and approval by the Owner.

Responses must be received by the LCSD not later than 2:00 p.m. on November 22, 2024, after which time and date responses will no longer be accepted. All responses must be submitted in a sealed opaque package marked "Qualifications/Proposal for New Baseball/Softball Athletic Complex for Lanier County Schools - CM at Risk Services". Three (3) printed copies and (1) electronic copy (.pdf format on a flash drive) of RFP response must be addressed and delivered to:

Lanier County School District
247 South Highway 221
Lakeland, GA 31635

Oral or telegraphic (including FAX and e-mail) responses are not acceptable.

Mandatory Pre-Proposal Conference

Prospective Offerors are hereby advised that a Mandatory Pre-Proposal Conference will be held at the Lanier County Board of Education located at 247 S. Highway 221, Lakeland, GA 31635, on October 29, 2024 at 10:00 a.m., locally prevailing time. Offerors who fail to arrive at this location by the appointed time are subject to disqualification at the discretion of the LCSD. Attendance by offerors is required, and any RFP responses received from offerors who did not attend the Mandatory Pre-Proposal Conference will not be considered.

Questions from Offerors regarding this RFP shall be submitted in writing via email to Brad Doyon at bradford.doyon@lanier.k12.ga.us. Phone calls will not receive a response.

Any issued addenda will be posted on the website of the Lanier County Schools at the following link:
[RFP/BIDS - Lanier School District](#)

ALL Offerors are responsible to check for any issued addenda to the RFP Documents and to provide a statement in their RFP response which states that all issued addenda have been reviewed and any changes have been incorporated into their RFP response.

ANY UNSOLICITED CONTACT OR COMMUNICATION REGARDING THIS PROJECT WITH ANY LANIER COUNTY SCHOOL DISTRICT OR LANIER COUNTY BOARD OF EDUCATION OFFICIALS, PERSONNEL OR BOARD MEMBERS, OTHER THAN THE OWNER'S REPRESENTATIVE LISTED ABOVE, BY ANYONE FROM WITHIN OR ON BEHALF OF A PROPOSING FIRM IS STRICTLY PROHIBITED AND WILL BE GROUNDS FOR DISQUALIFICATION. THIS APPLIES FROM THE DATE OF THIS RFP UNTIL AFTER A CONTRACT HAS BEEN AWARDED TO THE CONSTRUCTION MANAGER.

GENERAL INFORMATION

Timeline:

Public Advertisement/RFP Available: October 22, 2024

Mandatory Pre-Proposal Conference: October 29, 2024 at 10:00 a.m.

Deadline for Questions: November 8, 2024 at 5:00 p.m.

Proposals Due: November 22, 2024 at 2:00 p.m.

Announcement of Successful CM December 10, 2024

Anticipated Notice to Proceed to Contractor: December 10, 2024

Submission of an RFP Response indicates offeror's acceptance of the selection process, described herein, and offeror's recognition that some subjective judgments must be made by the LCSD during the determination of ranking order and award.

The Owner reserves the right to reject any or all proposals received and to waive technicalities and informalities. The Owner is not liable for any costs incurred by any person or firm responding to this RFP.

Project Description

The project will be constructed on a parcel of land located at the corner of S Hwy 135 and Houston Lane.

General Scope

Construction of a Baseball/Softball Athletic Complex to include the following:

Two (2) baseball fields and (2) softball fields with required fencing; concession/press box/restroom building; home team dugouts/locker rooms; fieldhouse with offices, maintenance support, and batting cages; associated drives and parking, sidewalks and other required site amenities.

It is the Owner's intent that construction begin on site as soon as practicable after an agreement is signed and a Notice to Proceed is issued to the Construction Manager.

GENERAL REQUIREMENTS

CM Responsibility

The successful Construction Manager (CM) will be required to assume responsibility for all services offered in his/her proposal. The successful CM will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

Required Bonds and Insurance

Proposals must be accompanied by a Bid Bond of not less than five percent (5%) of the GMP. No proposal may be withdrawn for a period of sixty (60) days after time has been called on the date of the opening.

The successful CM will be required to furnish both a Performance Bond and Payment Bond, each in an amount equal to 100% of the Guaranteed Maximum Price for construction of the Project.

To adequately protect the interests of the LCSD, the successful CM shall procure and maintain the required insurance coverages and endorsements during the life of the agreement. See "Exhibit A - Insurance Requirements" for required coverages and endorsements.

Performance and Payment Bonds and insurance certificates shall be presented prior to LCSD's execution of the agreement. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the LCSD.

Background Check Affidavit

After award and before Notice to Proceed is issued, successful CM will be required to execute a background check affidavit attesting to compliance with said affidavit. Such affidavit will require that ALL CM personnel who enter or occupy the Project site pass a background check. See Exhibit C for Background Check Affidavit form.

Similarly, the CM shall require that every subcontractor, sub-subcontractor, laborer, and any other workers who perform any work on the Project site will be required to provide the same affidavit for all their respective personnel.

Taxes, Fees, Code Compliance and Licensing

The CM shall be responsible for compliance of all materials and construction with the requirements of all statutes, codes, and sanitary laws in effect in the City and/or County in which the Work is performed. The CM shall obtain and pay for all necessary plan review fees, permits, inspections, tests and insurance required by law. In addition, if applicable to this project, CM shall pay for all utility connection fees, tap fees, impact fees, taxes, and any other fees associated with any work related to this project including utility connection/service to this project, as well as Land Disturbance/Notice of Intent/Notice of Termination fees. All installation and construction work shall be done by contractors and subcontractors licensed in the State of Georgia.

Payment

CM shall submit monthly payment applications using AIA G702 and AIA G703 Continuation Sheets.

Commencement of Construction

The successful CM will be required to begin work on site immediately following receipt of a Notice to Proceed from the Owner.

LIST OF REPRESENTATIVE SERVICES TO BE PROVIDED BY THE CM

Design

1. Successful CM firm will be required to provide design services to complete the design of the project plans included herewith, and provide final civil, architectural, structural, mechanical and electrical construction documents, all of which must be produced, signed, stamped, and sealed by licensed design professionals and submitted to all authorities with jurisdiction for approval and permitting.

Construction

1. CM is responsible for all construction work required in connection with this project, whether the work is self-performed or subcontracted, such that a completed, turn-key project is delivered to the Owner.
2. Maintain staff for construction management to include an on-site Project Manager and Superintendent. Superintendent shall have supervised similar past projects and have excellent performance references from the owners of those projects. CM shall submit his proposed project manager, superintendent/superintendents and references for review by the owner with this proposal. The CM is responsible for adequately staffing and maintaining the staff on this project at all times.
3. Mobilization of job site: Provide and maintain a fully equipped project office facility on-site to perform all required CM duties and meetings and coordination of on-site temporary facilities.
4. Assure timely procurement of all required permits.
5. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
6. CM to conduct one progress meeting with the Owner every two weeks.
7. Maintain a daily log of jobsite activities.
8. Prepare and submit change order documentation for review and approval by the Owner. Review change order proposals to verify validity, purpose, and cost.
9. Maintain written and photographic records and submit routine reports to the Owner.
10. Maintain quality control and ensure conformity to contract documents.
11. Establish and maintain a jobsite safety program.
12. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
13. Provide coordination of post completion activities, including the assembly of guarantees, manuals, and the owner's final acceptance.
14. Coordinate and assure timely completion of final punch list.
15. Maintain a set of marked-up paper copies of construction drawings and shop drawings to turn over to the Owner at project close-out
16. Assemble close-out documents and forward to Owner at project close-out
17. Any other services required to deliver a completed, turn-key project to the Owner.

Post Occupancy Phase

18. Timely completion of all close-out documents as required
19. Implement and coordinate the one (1) year warranty and one (1) year warranty inspection.
20. Respond to request for corrections for work items found not to be installed correctly.
21. Respond to warranty related request.
22. Assist in post-construction review of the facility.

SELECTION PROCESS

RFP responses will be evaluated and scored by a Selection Committee and a recommendation will be made to the superintendent, based on the highest total qualifications score. The superintendent will present this recommendation to the Lanier County Board of Education for final consideration. If the Board of Education awards this project to the recommended CM firm, that CM firm will be notified in accordance with the timeline provided herein. Any firm receiving an evaluation score of 90 or below will be excluded from further consideration.

RFP Response Evaluation

The response packages will be evaluated against specified criteria and required submittals to determine the most responsible, responsive and advantageous firm for this project. The specified criteria are listed below:

1. Firm Overview (up to 15 points available)
2. Proposed Project Management Team (up to 20 points available)
3. Relevant Construction Experience (up to 20 points available)
4. Proximity to Site (up to 10 points available)
5. Approach to CM-at-Risk (up to 10 points available)
6. Approach to Warranty (up to 5 points available)
7. Claims History (up to 5 points available)
8. Financial Information (up to 5 points available)
9. Guaranteed Maximum Price Proposal (up to 30 points available)

Total available points – 120

RESPONSE FORMAT AND CONTENTS

General Information

RFP responses must be submitted in the format outlined in this section. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The LCSD reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the LCSD is that all responses follow the same format in order to evaluate each response fairly. The LCSD may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided. RFP responses will be evaluated in light of the material and substantiating evidence presented in the responses, and not on the basis of what is inferred. Any exceptions taken to the terms and conditions of this RFP must be clearly identified. If no exceptions are listed, it will be concluded that the Offeror will meet, in every detail, the conditions stipulated in this RFP.

Responses may be modified or withdrawn by written notice received prior to deadline for receipt of responses. A response may also be withdrawn in person by a Offeror or his authorized representative, provided his identity is made known and he signs a receipt for the response package, but only if the withdrawal is made prior to the deadline set for receipt of responses.

Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the offeror indicated clearly across the bottom of each page.

Submission of a response package authorizes the Owner to investigate:

Offeror consents to and authorizes the full investigation of the information given herein or in such other forms completed in connection with this RFP response and consents to representatives of the LCSD contacting the named references, named financial institutions, and such other persons as may be needed to confirm such information, and waives any right Offeror may have for such information to remain confidential. The furnishing of false or misleading information or the intentional withholding of material facts (as determined by the Authority in its sole discretion), shall be a reason for rejection of the RFP response.

Each response shall include a one-page cover letter. The cover letter shall provide an overview and summarize the key strengths of the submitting firm.

Each response shall include a completed Contractor Affidavit E-Verify Compliance Form. Use form provided as Exhibit B.

Firms must also provide a sworn statement attesting to compliance with the following minimum criteria and provide supporting documentation as requested in accordance with all deliverables listed below.

- The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- Firm must have sufficient bonding capacity for anticipated total cost of Work. **Response package must include a letter from Surety Company, signed by an officer of the Surety Company listing State of Georgia license, A.M. Best A-/VII rating (or better), and US Treasury Circular 570 listing including underwriting limitation, and confirming surety**

company's willingness and ability to issue the required 100% performance and payment bonds for this project to this Contractor.

- Firm must have current Commercial General Liability Insurance policy, and must be able to provide all insurance coverages, limits, and endorsements as required by Attachment A – Insurance Requirements, if awarded this project.
- Firm must currently have and maintain Worker's Compensation insurance as required by the State of Georgia Workers Compensation statutes.
- Firms must have all necessary, valid and current licenses to do business in the State of Georgia. **Response package must include a copy of GC license, business license and Georgia Certificate of Existence.**
- Firm must demonstrate sufficient cash flow to undertake the project as evidenced by a quick ratio (current assets/current liabilities) of 1.0 or higher.
- The firm or its principals must not have been terminated for cause or currently in default on any contract.
- Offeror affirms that no person, by himself or herself, or anyone associated with Offeror in any way whatsoever, has prevented or endeavored to prevent competition in bidding or proposals by any means whatsoever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefore by any means whatsoever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work. Offeror further affirms and covenants that it will make an oath confirming the foregoing (as required by O.C.G.A. § 36-91-21(e)) prior to commencing any work, should it be awarded the contract which is the subject of this RFP response.

Evaluation Criteria

1. **Firm Overview (up to 15 points)** Briefly describe your firm, its officers, and executive management. Explain your company philosophy as a Construction Manager, including any unique aspects of your firm that separate you from your competitors. Factors such as years-in-business and work experience may be considered.
2. **Proposed Project Management Team (up to 20 points):** Furnish an organizational chart for your firm specifically indicating those who will be involved in this project, the amount of time they will be assigned to the project and their specific assignments, resumes, and construction experience. Please include detailed resumes of the on-site management team proposed (both Project Manager, Superintendent and person responsible for safety)
3. **Relevant Construction Experience (up to 20 points):** Specifically identify the top five (5) most closely related projects your firm has completed, and include the following information
 - Project name, location & description
 - Original GMP compared to final cost
 - Original schedule compared to actual completion time
 - Reference for the project with name, address and phone number
4. **Proximity to Site (up to 10 points):** Identify the location of the managing home office and its proximity to this site. Describe how your company would provide adequate supervision, oversight, and involvement from company executives/owners.

5. **Approach to CM-at-Risk (up to 10 points):** Describe your general approach to the cost, schedule, quality control, and safety methods for this project as they relate to CM-at-Risk. Describe your firm's project management systems and how your firm intends to provide preconstruction and construction management services. Submit your firm's hard copy loss data on all lines of insurance (Workers Compensation, Auto, General Liability, Pollution, Inland Marine, and Property) for the period of five years prior to submittal of this RFP response. For RFP responses from "joint venture" agreements between multiple firms, RFP response shall include the required loss data listed herein from each firm associated with the "joint venture" agreement.
6. **Approach to Warranty (up to 5 points):** Describe your firm's process for responding to warranty issues that may arise and what level of service the owner can expect after project completion and throughout the warranty period.
7. **Claims History (up to 5 points):** List all litigation, arbitrations, and mediations in which the firm has been involved in the past ten (10) years and indicate the disposition of each such claim, the name of the owner, and the nature of the claim. For RFP responses from "joint venture" agreements between multiple firms, RFP response shall include the required claims history listed herein from each firm associated with the "joint venture" agreement.
8. **Financial Information (up to 5 points):** Provide one copy, in a separate sealed envelope marked "FINANCIAL INFORMATION", of a reviewed and/or audited financial statement, balance sheet and income statement for the firm prepared by a certified public accountant. The financial statement must be within 6 months of year end, but in any case, no more than 18 months old. Provide a general certificate of insurance detailing firm's present coverage and limits, dated within 30 days of the RFP due date. In addition, provide a letter from the proposer's insurance agent indicating that, where additional coverages and/or endorsements are required for this project which may be non-standard, and/or above and beyond the coverages and limits currently in place for the proposer, the insurance company can/will issue the required coverages/endorsements upon receipt of instructions/payment from the successful CM. The letter shall also confirm that the insurer is financially acceptable and lawfully authorized to do business in Georgia with an A.M. Best rating of no less than A-/VII.
9. **GMP Proposal Requirements (up to 30 points):**

The GMP proposal shall include the following:

- a. Construction cost based on drawings identified as "Preliminary Design for the New Ball Fields and Athletic Complex for LCS". These design documents consist of preliminary civil design for the site package and preliminary architectural design of buildings/structures. These preliminary design documents include adequate information to allow for pricing of a Guaranteed Maximum Price for this project.

Preliminary Civil Design Package includes the following:

Preliminary site design of the mass grading; ball field construction including ball field surfacing, base installation, backstop construction, fencing, seeding; parking lot and drives; concrete paving; concrete curb and gutter; well location; utility and storm drainage; site electrical work including site lighting.

Preliminary Architectural Design Package includes the following:

Preliminary architectural design of the concession/press box/restroom building; home team dugouts/locker rooms; fieldhouse with offices, maintenance support, and batting cages.

Construction Cost shall be presented as a complete Schedule of Values of the entire Cost of the Work, organized by trade categories, and shall include General Conditions, CM Contingency, CM Fee, and any other associated costs required to construct a completed Project.

- b. Design Fees - Successful CM firm will be required to provide design services to complete the design of the project plans included herewith, and provide final civil, architectural, structural, mechanical and electrical construction documents, all of which must be produced, signed, stamped, and sealed by licensed design professionals for the purpose of submitting to all authorities with jurisdiction for approval and permitting. Offerors must include the cost for these design services in the GMP proposal.
- c. Plan review fees, permits, inspections, tests, tap fees, impact fees, taxes, and any other fees associated with any work related to this project including utility connection/service to this project, as well as Land Disturbance/Notice of Intent/Notice of Termination fees, and other fees associated with this Work.
- d. List of Clarifications and Assumptions; and
- e. Project Construction Schedule.

Note that this is not a low bid project as pricing is only one of the evaluation criteria. The Owner reserves the right to negotiate the GMP with the successful CM firm through Value Engineering options offered by the successful CM firm, if that firm's GMP exceeds the Owner's Project Budget.

Total available points - 120

Lanier County School District
Construction of The New Lanier High School
CM AT RISK SCORING MATRIX

SCORING CRITERIA	MAX POINTS	CM AT RISK FIRMS					
Firm Overview	15						
Proposed Project Management Team	20						
Relevant Construction Experience	20						
Proximity to Site	10						
Approach to CM-at-Risk	10						
Approach to Warranty	5						
Claims History	5						
Financial Information	5						
GMP Proposal	30						
Total Available Points	120						

Exhibit A

INSURANCE REQUIREMENTS

- 1) The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.
- 2) The Construction Manager shall procure, at his own expense, and shall maintain such insurance (with limits as shown below) that will protect the Contractor, Owner, and Architect from any claims from property damage or personal injury, including death, which may arise out of operations under this Contract, and the CM shall furnish the Owner certificates and policies of such insurance coverage as shown below.
- 3) In addition to the liability imposed upon the CM as a result of bodily injury (including death) or property damage suffered through the CM's negligence, which liability is not impaired or otherwise affected hereby, the CM assumes the obligation to save the Owner harmless and to indemnify and defend the Owner from all claims, suits, actions, costs, counsel fees, expenses, damages and/or judgments in decrees arising out of or through injury (including death) to any person or persons or damage to property (regardless of who may be the owner of the property) arising out of or suffered through any act or omission of the CM, his agents, representatives, any subcontractor, or anyone either (1) directly or indirectly employed by or (2) under the supervision of any of them in the prosecution of the work included in this Contract.
- 4) In furnishing the insurance policies, or in furnishing proof of existence of the coverage required, as the case may be, the casualty insurance carrier shall submit evidence satisfactory to Owner that its representative who executes the endorsement has the proper authorization to make changes in the policy which are binding on the insurance company.
- 5) Termination of Obligation to Insure - Unless otherwise expressly provided to the contrary, the obligation to insure as prescribed herein shall not terminate until the project is completed and a final certificate is issued.
- 6) Competence of Insurers - The CM is responsible for any delay resulting from the failure (1) of his insurance carriers and (2) of insurance carriers of his subcontractors to furnish proof of proper coverage in (1) the prescribed form, (2) the prescribed manner, and (3) in good reason.

CONSTRUCTION MANAGER - REQUIRED INSURANCE COVERAGES

Requirements, Limits, and Endorsements

Insurance Certificates, stating the types of coverage provided, limits of liability and expiration dates, shall be submitted by the CM at the same time that signed contracts and performance and payment bonds are submitted for review and approval. Notice to Proceed will not be issued until and unless insurance certificates have been submitted, reviewed and approved by the Owner and all requirements listed herein have been satisfied. The Owner shall be named as Additional Insured for Commercial General Liability, Business Auto Liability and Umbrella Liability with a Hold Harmless agreement in favor of the Owner. Coverage shall be primary, non-contributory. Waivers of subrogation shall be provided for all types of insurance required herein.

I. Liability Coverages

- a) Contractor's Commercial General Liability Insurance of at least the following minimum limits.

General Aggregate	\$2,000,000(per project)
Prod-Comp/Op. Agg.	\$2,000,000(per occurrence)
Pers. & Adv. Injury	\$1,000,000(per occurrence)
Contractual	\$1,000,000(per occurrence)
Each Occurrence	\$1,000,000(per occurrence)

- b) Commercial Business Automobile Liability including, but not limited to, owned, hired and non-owned autos.

Combined Single Limit	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Property Damage	\$1,000,000

- c) Worker's Compensation and Employer's Liability

WC Statutory Limits

- d) Employers' Liability

Each accident	\$1,000,000
Disease/policy limit	\$1,000,000
Disease/each employee	\$1,000,000

- e) Commercial Umbrella Liability of at least the following minimums.

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Exhibit A (cont.)

II. Builder's Risk

- a) Construction Manager shall provide Builder's Risk Insurance as follows:
 - 1. The policy shall be Completed Value Builder's Risk Special Perils form/coverage.
 - 2. Policy must be made payable to the Owner-Agency and Contractor, A.T.I.M.A. Owner shall be additional named insured and listed as Loss Payee.
 - 3. All deductibles shall be paid by the Contractor.
 - 4. The policy must include the attached Endorsement A or contain like language acceptable to the Owner.

III. General Requirements

- a) All endorsements to all policies listed above shall be executed by an authorized representative of the insurer(s).
- b) All policies shall be endorsed to provide that policies will not be canceled or allowed to expire until 30 days' prior written notice of cancellation or expiration has been given to the Owner.
- c) If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
- d) The following brief project description MUST APPEAR on all certificates and/or policies submitted.

Owner-Agency: Lanier County School District

Address: 247 S. Highway 221, Lakeland, GA 31635

Project: New Baseball/Softball Athletic Complex for Lanier County Schools

- e) No insurance will be acceptable unless written by a company or companies lawfully licensed and authorized by the State Insurance Commission to issue insurance in the jurisdiction where the Project is located, and the company or companies must, in addition, be acceptable to the Owner. The insurance company must also have a minimum A. M. Best rating of "A-6". Submit copy of state license and A. M. Best rating with insurance certificates. To prevent potential complications, the contractor should submit a request to the Owner to verify whether the insurance company or companies he anticipates using is/are acceptable to the Owner.

Exhibit A (cont.)

Exhibit B

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (Lanier County School District) 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 the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(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

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

Executed on _____, ___, 202__ 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 _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Exhibit C

BACKGROUND CHECK AFFIDAVIT

Project No. and Name: _____

Construction Professional: _____

STATE OF GEORGIA;

COUNTY OF _____:

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor certifies:

1. **ALL** personnel entering or occupying the project job site have passed a background check performed by the Sheriff's Department in the County of the project job site.
2. A file containing that background check of each person permitted access to the project job site will be maintained by the Contractor and available for inspection by the Owner.
3. Personnel with the following offenses shall be considered as having failed the background check and are therefore not permitted access to the project job site:
 - a. Documented sex offenders
 - b. Any capital offense
 - c. Conviction of violent acts involving a minor

The undersigned further agrees that, should it employ or contract with any subcontractor(s), materialmen, suppliers, laborers, etc. in connection with the physical performance of services pursuant to this contract or who would otherwise require access to the project job site, Contractor will secure the required background check on each person and verify compliance with the requirements herein prior to such person being allowed access to the project job site.

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 202__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____