******

REQUEST FOR PROPOSAL

601 JENKINS STREET PROJECT

LAGRANGE, GEORGIA

FEBRUARY 16th, 2024

ISSUED BY:

DASH for LaGrange, Inc.
1302 Brownwood Avenue, LaGrange, GA 30240

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# RFP OVERVIEW

 **Request for Proposals (RFP) Announcement for 601 Jenkins Street Project, LaGrange, Georgia**

Dash for LaGrange, Inc. invites proposals from experienced and qualified contractors for an exciting new development in our community.

**Project Overview and Scope:**
The 601 Jenkins Street Project encompasses the construction of 10 new structures on a 2.17-acre site, detailed as follows:

* 4 Detached House Units, each measuring 18'x30'
* 3 Duplex Units, each measuring 24'x36'
* 3 Duplex Units, each measuring 31’x38’

This development aims to enhance the residential offerings in our area, providing quality housing options for our community.

**Location Specifics:**

* **Parcel Number:** 0602A006001
* **Address:** 601 Jenkins Street, LaGrange, GA 30240

**Submission Deadline:** Proposals must be submitted by March 15th, 2024, before 5pm EST. Please deliver your submissions to the Dash for LaGrange office, located at 1302 Brownwood Avenue, LaGrange, Georgia 30240.

**RFP Documents:** Interested contractors can obtain the RFP documents, which include detailed drawings and specifications, by picking up a USB flash drive from the Dash for LaGrange office at the above address. The bidding documents are also available for review on-site.

**Mandatory Pre-Proposal Conference**: Held at Dash for LaGrange office on February 23rd, 2024, at 10:30am. Attendees will be expected to have reviewed construction documents in advance of the conference.

**Inquiries:** For any questions or further clarification, please email Dennis Knight at dknight@dashlagrange.org and cc Sam Craig at scraig@dashlagrange.org, using the subject line "601 Jenkins RFP Enquiry."

We invite you to be a part of this transformative project and look forward to your innovative proposals and the opportunity to collaborate in enhancing LaGrange, Georgia.

SELECTION CRITERIA:

The evaluation of the proposals will be based on the below scorecard:

|  |  |
| --- | --- |
| **MAJOR CATEGORY** | **CRITERIA** |
| **I. Bid Amount(60 points)** | Score relative to the lowest bid (lower bids receive higher scores) |
| **II. Project Execution Plan(20 points)** | Review of Logistic Plan, Project Schedule, Safety Approach, and Communication plan.  |
| 1. Logistic Plan(5 points) |   |
| 2. Project Schedule(5 points) |   |
| 3. Safety Approach(5 points) |   |
| 4. Communication Plan(5 points) |   |
| **III. Project Team(10 points)\*** | Evaluation based on the qualifications and experience of key personnel |
| **IV. Related Experience(10 points)** | Review of relevance and success of 2 reference projects similar to the proposed project. Projects must not be older than 5 years.  |
| 1. Reference Project 1 |   |
| 2. Reference Project 2 |   |

\*Refer to page 8

The owner may elect to interview firms after reviewing proposals.

SCHEDULE OF EVENTS:

The following Schedule of Events represents the Owner’s best estimate of the schedule that will be followed. The owner reserves the right to adjust this schedule, as it deems necessary.

|  |  |  |  |
| --- | --- | --- | --- |
| Event | Location | Date | Time |
| RFP is issued |   | February 16th, 2024 |   |
| Mandatory Pre-Proposal Conference | DASH for LaGrange Office | February 23rd, 2024 | 10:30am ET |
| Deadline for written questions  | Email to dknight@dashlagrange.org and cc scraig@dashlagrange.org  | March 5th, 2024 | 5:00pm ET |
| Deadline for firms’ submission of RFP | DASH for LaGrange Office | March 15th, 2024 | 5:00pm ET |
| Interviews (if desired by Owner) | DASH for LaGrange Office | MAR 2024 |   |
| Notification of selected firm |   | MAR 2024 |   |

# INSTRUCTIONS TO BIDDERS

**IB-01** Pre-qualification of Contractors for bidding; Contractors must submit AIA Document A305 Qualification Statement at least 15 days prior to bid date. The Owner, in its reasonable discretion shall review the Contractor’s Qualification Statement (A305), and shall disqualify any Contractor who, in the Owner’s opinion, and based upon the information presented, is not qualified. The Owner will, at least 10 days before bid date, notify a prospective bidder in writing if it is not qualified to bid on the Project. Disqualified bidders may respond to the decision regarding their disqualification to DASH for LaGrange. An AIA A305 already on file with the Owner will be considered valid if not more than 6 months old. Submit Contractor’s Qualification Statement (A305) to Dash for LaGrange, 1302 Brownwood Avenue, LaGrange, Georgia 30240.

**IB-02** All proposals must be on a lump sum basis; no segregated proposal will be accepted.

**IB-03** The general contractor will be required to prepare and execute the construction contract. A 10% retainage is required.

**IB-04** No bids may be withdrawn for a period of sixty (60) days after the time and date of
opening of bids.

**IB-05** Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid.
Bids must be submitted on the proposal forms as indicated in the specifications.

**IB-06** Performance and Payment Bonds will be required by the successful bidder in the full
amount of the Contract Sum.

**IB-07** Bidders shall carefully examine the documents and the construction site to obtain first-
hand knowledge of existing conditions in advance of the Mandatory Pre-Proposal Conference.

**IB-08** The General Contractor is responsible for all permitting, including the land disturbance permit.

**IB-09** Proposals shall be made on RFP Submission form shown on page 7. Fill in all blank spaces. Proposals shall be signed with the name typed below signature. Where bidder is a corporation, Proposals must be signed by the legal name of the corporation, followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

**IB-10** Firms are to submit:
 Three (3) copies of printed and bound RFP submittal(tabbed three-ring binder is acceptable)
 One (1) Cost Proposal in an opaque, sealed envelope with Firm Name, Project Name:
 601 JENKINS STREET PROJECT, and the text “Cost Proposal” printed on the envelope.
 Provide one (1) electronic submittal in PDF format via the jump drive provided by the owner.
 Submission of Proposal: Proposal must be submitted to:

 DASH for LaGrange
 Attn: Dennis Knight, Grants Management Specialist

1302 Brownwood Avenue

 LaGrange, Georgia 30240

**IB-11** Proposals will be received at the office of the Owner, DASH for LaGrange, 1302 Brownwood Avenue, LaGrange, Georgia 30240, not later than date indicated on
the RFP Overview.

**IB-12** Within 3 working days following the bid opening, the successful bidder shall submit to the Owner the names of the principal subcontractors and material supplier that he intends to use.

**IB-13** The Owner reserves the right to reject any and all bids and to waive all technicalities and informalities.

**IB-14** Before a contract for Construction is executed by the Owner, the Contractor must:

-Execute all affidavits indicating compliance with O.C.G.A. 13-10-91.

-Execute an affidavit indicating that Contractor is in compliance with Owner’s non-collusion statement.

-Submit Contractor’s Dunn and Bradstreet number.

-Contractor must be fully aware and agrees to conduct all business, including but not limited to administrative, financial, procurement and programmatic requirements as stipulated in 2 CFR 200.326 and Appendix II to Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

Affidavits are included in this manual at the end of the RFP document.

**IB-15** The Owner has determined issuing payments by check is the preferred method of payment. The Owner reserves the right to remit payments using an electronic method in lieu of issuing a check.

# RFP SUBMISSION FORM

Part I: Cover Letter:

(To be prepared on Firms’s Letterhead)

To: DASH FOR LAGRANGE

 LAGRANGE, GEORGIA

Re: 601 JENKINS STREET PROJECT

Gentlemen:

Having examined the civil design plans and specifications titled: “601 JENKINS STREET PROJECT”, LaGrange, Georgia, for DASH for LaGrange, dated 29 September 2023, and related architectural documents, and having visited the site of the proposed project, I hereby propose to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. I have also received Addenda Nos.\_\_\_\_\_\_, and have included their provisions in my proposal.

To hold my bid open for 60 days after the date of the bid opening.

To accept the provisions of the Instructions to Bidders regarding the disposition of Bid Security.

To enter into and execute a contract, if awarded, on the basis of this Proposal and to furnish Guaranty Bonds in accordance with the General and Supplementary General Conditions of the Contract within 10 days of acceptance of this proposal.

The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the Owner and to complete fully all work in accordance with the specifications.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder understands and shall abide by the following:

1. The successful Bidder will enter into a contract with the Owner whereby said Bidder shall be required to follow and conduct business in accordance with, and in full compliance of,

administrative, financial and programmatic requirements as stipulated in 2 CFR and Appendix II to Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

The undersigned further acknowledges that they are familiar with the City of LaGrange building codes and zoning ordinances, and that if they are selected for this project, will provide deliverables that fully comply with these requirements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Typed name of staff member submitting document Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature in ink Date

### Part II: Proposal Requirements

Contractors must provide information for each of the following RFP components.

1. **Project Understanding**:
a. Provide a summary of your understanding of the project requirements and objectives:

2. **Project Execution Plan:** Provide an executive summary for your overall approach to execute the project, including the following specific components:
a. Logistic Plan
b. Project Schedule: Describe your general approach to the schedule for this project and provide a thorough timeline representing specific dates and key milestones. Please include a projected pay schedule that includes draw amount and timeline.
c. Safety Approach
d. Communication plan with the owner (schedule of OAC meetings, frequency)

3. **Project Team**: Provide your project team and experience for each of the following positions:
a. Project Director:
b. Project Manager:
c. Superintendent:

4. **Related Experience:** Provide two reference projects most closely related to the proposed project and include the following(Projects must not be older than 5 years):
A. Reference Project 1:
a. Project description, including if the project was residential, the number of units delivered, and the acreage of the project site
b. Provide the original GMP and the Final Project Cost
c. Provide original contingency vs. the Final Contingency
d. Provide the Project Schedule(Pre-Construction/Construction/Final Completion Date)
e. Provide any additional context that demonstrates the relevance of the example project in comparison to the proposed project.

B. Reference Project 2:

a. Project description, including if the project was residential, the number of units delivered, and the acreage of the project site
b. Provide the original GMP and the Final Project Cost
c. Provide original contingency vs. the Final Contingency
d. Provide the Project Schedule(Pre-Construction/Construction/Final Completion Date)
e. Provide any additional context that demonstrates the relevance of the example project in comparison to the proposed project.

**5. Federal Compliance:**
a. Describe your understanding of the requirements of this project as it relates to compliance with 2 CFR 200.326 and Appendix II to Part 200.

#### Part III: Cost Proposal

1. Cost Proposals will be required at the time the proposals are due. The following Base Proposal form should be used. The owner is requiring two allowances that should be included in the base bid: Landscaping at $80,000 and Contingency at $100,000. A landscaping plan has not been finalized and will be finalized during the early stages of the project.

**BASE PROPOSAL:**

|  |  |  |
| --- | --- | --- |
| **Code** | **Category** | **Cost** |
| 2A | Sitework & Utilities\* | $ |
| 3A | Concrete (Turnkey) | $ |
| 6A | Cabinets & Millwork | $ |
| 6B | General Carpentry | $ |
| 7A | Roofing | $ |
| 7B | Waterproofing & Caulking | $ |
| 7C | Fiber Cement Panels | $ |
| 7I | Fireproofing | $ |
| 8A | Doors, Frames, & Hardware | $ |
| 9B | Metal Framing & Drywall | $ |
| 9D | Carpet & Resilient Flooring | $ |
| 9H | Painting | $ |
| 10A | Toilet Accessories, Fire Extinguishers & Specialties | $ |
| 10B | Signage |  |
| 12A | Window Treatments | $ |
| 15A | Plumbing | $ |
| 15B | HVAC | $ |
| 16A | Electrical  | $ |
| Required allowance # 1 | Landscaping and Irrigation | $ 80,000 |
| Required allowance # 2 | Owners Contingency | $ 100,000 |
| Lump Sum Total Cost of Construction |  |  |

\*Utility cost should include tap fees and any additional cost to connect to City of LaGrange’s water and sewer line (will require communication with City of LaGrange).

(1) Bidder agrees to perform all work described on the contract documents for the Lump Sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

I have attached the required Bid Security to this Proposal in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) which is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

 Respectfully submitted:

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

 (Signature)

(Seal – if bid is by a corporation)

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

 (Title)

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

 (Business Address)

##### **Part IV. Additional required documents (see following pages)**

**SECTION 004510**

# 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 the Owner, DASH for LaGrange, has registered with, and 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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 004520**

# SUBCONTRACTOR AFFIDAVIT under O.C.G.A. §13-10-91 (b)(3)

 By executing this 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 the Owner, DASH for LaGrange, 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. Subcontract 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 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\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_.

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

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 004530**

# SUB-SUBCONTRACTOR AFFIDAVIT under 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 the Owner, DASH for LaGrange, 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 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:

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

**SECTION 004540**

# EQUAL OPPORTUNITY POLICY

It is the policy of the Owner, DASH for LaGrange, to promote and insure equal opportunity for all persons, without regard to their gender, race, color, religion, sex, handicap, or national origin employed by or seeking employment with vendors and/or contractors doing business with the Board. As a condition of doing business with the Board each vendor and/or contractor shall furnish as assurance that its business will be operated in accordance with the policy.

The following equal opportunity clause shall be deemed incorporated into every contract and agreement between the Owner and any of its vendors and/or contractors.

“The vendor/contractor will not discriminate against any employee or applicant for employment because of gender, race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that if applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training.”

In the event of the vendor/contractor’s noncompliance with the nondiscrimination policy of the Owner, any contract or purchase order may be canceled, terminated, or suspended in whole or in part and the vendor/contractor may be declared ineligible to transact further business with the Owner.

All vendors and persons desiring to transact business with the Owner are to provide written assurance that their businesses will be in accordance with this non-discrimination policy and that such vendors and or contractors agree to and shall abide by the equal opportunity clause set forth in this policy.

I hereby declare that I understand the Policy as stated above and agree to abide by said policy.

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\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_.

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

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 004550**

# COMPETITIVE PROCUREMENT POLICY

I. Purpose

It is the policy of the Owner, DASH for LaGrange, to ensure responsible stewardship of federal funds and ensure fairness, transparency, and integrity in the procurement of goods and services. This policy complies with the federal regulations found in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. Scope

This policy applies to all employees, officers, directors, and agents who are responsible for procuring goods and services on behalf of the organization.

III. Methods of Procurement

A. Micro-Purchase (up to $10,000) Procurement by informal methods.

 Distributed equitably among qualified suppliers. Price must be reasonable.

B. Small Purchases (between $10,000 and $250,000) Require price or rate quotations from a reasonable number of qualified sources. These quotes must be obtained in writing.

C. Sealed Bids (over $250,000) Used for procuring construction, if appropriate. Bids are publicly solicited, and a firm fixed-price contract is awarded to the responsible bidder whose bid conforms to the invitation and is the lowest price.

D. Competitive Proposals (over $250,000) Used when sealed bids are not appropriate. Request for proposals (RFP) must be publicized. A scorecard is used based on various evaluation factors with each factor weighted by relative importance.

E. Non-Competitive Proposals (Sole Source) Only used when specific conditions are met, such as an emergency requirement or when only one source is available.

IV. Conflict of Interest

All involved in the procurement process must declare any potential conflict of interest. They must not participate in the selection, award, or administration of a contract if a conflict of interest is identified.

V. Documentation

All procurement actions must be fully documented, providing a clear rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

VI. Minority and Women’s Business Enterprises

Efforts must be made to solicit offers from these entities, where possible.

VII. Contract Provisions

All contracts must include provisions that define administrative, financial, and programmatic requirements as stipulated in 2 CFR 200.326 and Appendix II to Part 200.

VIII. Monitoring

Procurement activities must be monitored to ensure compliance with this policy and applicable laws and regulations.

IX. Responsibility

The procurement officer or designated individual is responsible for ensuring that all procurement activities comply with this policy and 2 CFR Part 200.

X. Review and Update

This policy will be reviewed annually and updated as necessary to comply with changes in federal regulations.

I hereby declare that I understand the Policy as stated above and agree to abide by said policy as required.

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\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_.

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

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 004560**

DASH OF LAGRANGE

COMPETITIVELY BID CONTRACTS

# STATEMENT OF ASSURANCE

COMPLIANCE WITH OWNER POLICY

The Undersigned Vendor/Contractor provides this Statement of Assurance to the Owner, DASH for LaGrange wherein the Undersigned acknowledges receipt and awareness of the Competitive Procurement Policy, Section 004550, and agrees to observe and to be bound by said Policy provisions contained therein. The Undersigned submits this Statement of Assurance, understanding that a failure to submit said Statement of Assurance may constitute a basis for rejecting the Undersigned’s bid.

This the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Year).

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

Contractor

DASH FOR LAGRANGE

COMPETITIVELY BID CONTRACTS

# NON – COLLUSION AFFIDAVIT

COMPLIANCE WITH LAWS OF GEORGIA

“I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, (Year)

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

Contractor

**SECTION 006113**

# CONTRACTOR’S PERFORMANCE BOND

 KNOW ALL MEN BY THESE PRESENTS, that we, [CONTRACTOR], as principal, and [SURETY], as surety, are, jointly and severally, held and firmly bound unto DASH FOR LAGRANGE, in the sum of [Amount] and No/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_.00), FOR THE USE OF SAID Owner and of all persons doing work or furnishing skill, tools, machinery, or materials under or for the contract hereinafter referred to.

 THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the above bound principal has entered into a Contract with the said DASH for LaGrange, bearing even date herewith and hereto attached (the “Contract”), for 601 JENKINS STREET PROJECT, LaGrange, Georgia in accordance with the plans and specifications of the Owner, DASH for LaGrange, a copy of such plans and specification being on file in the Office of DASH for LaGrange, 1302 Brownwood Avenue, LaGrange, Georgia 30240, and by reference are made a part hereof. General Conditions of the Contract shall be as provided by the Owner and made a part of the Contract, which are made a part hereof for the same force and effect as those set forth herein in full. Included herein is the Budgeted cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.00.

 NOW, THEREFORE, if the above bound principal shall, in all respects, comply with and complete said Contract in accordance with its terms and obligation thereunder, including the notice of inviting bids, proposals, plans and specifications in said Contract referred to and made apart thereof, and shall save said Owner, DASH for LaGrange free from all costs and charges that may accrue on account of the doing of the work specified for the payments as they become due, and shall comply with all the laws appertaining thereto, then this bond to be void; otherwise, of full force and effect.

This bond is executed in accordance with O.C.G.A. §36-91-70 et. seq. and Section 11 of

the Act of February 25, 1949 (Georgia Laws 1948-1949, pp. 1086 et. seq.), as amended.

IN WITNESS WHEREOF, the principal and the surety have executed this bond, under their seals, on this the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_.

 **[CONTRACTOR]**

 **Principal**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***SEAL*** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Executed by the Principal in the presence

of:

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

**NOTARY PUBLIC**

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **[SURETY]**

 **Surety**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***SEAL*** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed by the Surety in the presence of:

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

**NOTARY PUBLIC**

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bond and Surety Approved.

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

 Duly Authorized Representative

 DASH for LaGrange

**SECTION 006113.13**

# CONTRACTOR’S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, [CONTRACTOR], as principal, and [SURETY], as surety, are, jointly and severally, held and firmly bound unto DASH FOR LAGRANGE , in the sum of [Amount] and No/100 Dollars ($\_\_\_\_\_\_.00), for the use of said Owner and of all persons doing work or furnishing skill, tools, machinery, or materials under or for the contract hereinafter referred to.

 THE CONDITION OF THE FOREGOING OBLIGATION is such that whereas the above bound principal has entered into a Contract with the said Dash for LaGrange, bearing even date herewith and hereto attached (the “Contract”), for 601 JENKINS STREET PROJECT, LaGrange, Georgia in accordance with the plans and specifications of the Owner, DASH for LaGrange, a copy of such plans and specification being on file in the Office of the Owner, DASH for LaGrange, 1302 Brownwood Avenue, LaGrange, Georgia 30240, and by reference are made a part hereof. General Conditions of the Contract shall be as provide by the Owner, which are made a part hereof for the same force and effect as those set forth herein in full. Included herein is the budgeted cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.00.

 NOW, THEREFORE, if the above bound principal shall pay all just claims for work, labor, tools, machinery, skill and materials furnished by persons under, or for the purpose of such Contract, when they become due, and shall comply with all laws appertaining thereto, then this bond to be void; otherwise, of full force and effect.

 This bond is executed in accordance with O.C.G.A. §36-91-70 et. seq. and Section 11 of the Act of February 25, 1949 (Georgia Laws 1948-1949, pp. 1086 et. seq.), as amended. This bond is for the use and protection of the oblige and of any subcontractors and all persons

supplying labor, materials, machinery, and equipment in the prosecution of work provided in the

hereinabove described “Contract”.

IN WITNESS WHEREOF, the principal and the surety have executed this bond, under their seals, on this the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_.

 **[CONTRACTOR]**

 **Principal**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***SEAL***  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Executed by the Principal in the presence

of:

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

NOTARY PUBLIC

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **[SURETY]**

 **Surety**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***SEAL*** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed by the Surety in the presence of:

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

**NOTARY PUBLIC**

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bond and Surety Approved.

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

 Duly Authorized Representative

 DASH for LaGrange

**SECTION 006500**

# WAIVER AND RELEASE OF LIEN AND BOND RIGHTS

Ga. Code Ann., § 44-14-366

(c) When a claimant is requested to execute a waiver and release in exchange for or in order to induce payment other than final payment, the waiver and release shall substantially follow the following form, in boldface capital letters in at least 12 point font and the priority of such claimant's lien rights, except as to retention, shall upon such payment thereafter run from the day after the date specified in such Interim Waiver and Release upon Payment form:

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF CONTRACTOR) TO FURNISH \_\_\_\_\_\_\_\_\_\_ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS \_\_\_\_\_\_\_\_\_\_ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF \_\_\_\_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_\_\_\_, AND IS OWNED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $\_\_\_\_\_\_\_\_\_\_, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF \_\_\_\_\_\_\_\_\_\_ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

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

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

(WITNESS)

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

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

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Provided, however, that the failure to correctly complete any of the blank spaces in the above form shall not invalidate said form so long as the subject matter of said release may reasonably be determined.

(d) When a claimant is requested to execute a waiver and release in exchange for or in order to induce making of final payment, the waiver and release shall substantially follow the following form in boldface capital letters in at least 12 point font:

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF CONTRACTOR) TO FURNISH \_\_\_\_\_\_\_\_\_\_ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS \_\_\_\_\_\_\_\_\_\_ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF \_\_\_\_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_\_\_\_, AND IS OWNED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $\_\_\_\_\_\_\_\_\_\_, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_, \_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

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

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

(WITNESS)

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

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

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Provided, however, that the failure to correctly complete any of the blank spaces in the above form shall not invalidate said form so long as the subject matter of said release may reasonably be determined.

(e) Nothing contained in this Code section shall affect:

(1) The enforceability of any subordination of lien rights by a potential lien claimant to the rights of any other party which may have or acquire an interest in all or any part of the real estate, factories, railroads, or other property for which the potential lien claimant has furnished labor, services, or material, even though such subordination is entered into in advance of furnishing labor, services, or material and even though the claimant has not actually received payment in full for its claim;

AFFIDAVIT OF NONPAYMENT UNDER O.C.G.A. SECTION 44-14-366

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF CONTRACTOR) TO FURNISH \_\_\_\_\_\_\_\_\_\_ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS \_\_\_\_\_\_\_\_\_\_ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF \_\_\_\_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_\_\_\_, AND IS OWNED BY \_\_\_\_\_\_\_\_\_\_ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

PURSUANT TO O.C.G.A. SECTION 44-14-366 THE UNDERSIGNED EXECUTED A LIEN WAIVER AND RELEASE WITH RESPECT TO THIS PROPERTY DATED \_\_\_\_\_\_\_\_\_\_, \_\_\_. THE AMOUNT SET FORTH IN SAID WAIVER AND RELEASE ($\_\_\_\_\_\_\_\_\_\_) HAS NOT BEEN PAID, AND THE UNDERSIGNED HEREBY GIVES NOTICE OF SUCH NONPAYMENT.

THE ABOVE FACTS ARE SWORN TRUE AND CORRECT BY THE UNDERSIGNED, THIS \_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_, \_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

CLAIMANT”S SIGNATURE

SWORN TO AND EXECUTED IN THE PRESENCE OF:

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

WITNESS

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

NOTARY PUBLIC

WITHIN SEVEN DAYS OF FILING THIS AFFIDAVIT OF NONPAYMENT, THE FILING PARTY SHALL SEND A COPY OF THE AFFIDAVIT BY REGISTERED OR CERTIFIED MAIL OR STATUTORY OVERNIGHT DELIVERY TO THE OWNER OF THE PROPERTY. IF THE FILING PARTY IS NOT IN PRIVITY OF CONTRACT WITH THE PROPERTY OWNER AND A NOTICE OF COMMENCEMENT IS FILED FOR THE IMPROVEMENT ON THE PROPERTY FOR WHICH THE FILING PARTY’S LABOR, SERVICES, OR MATERIALS WERE FURNISHED, A COPY OF THE AFFIDAVIT SHALL BE SENT TO THE CONTRACTOR AT THE ADDRESS SHOWN ON THE NOTICE OF COMMENCEMENT. WHENEVER THE OWNER OF THE PROPERTY IS AN ENTITY ON FILE WITH THE SECRETARY OF STATE’S CORPORATIONS DIVISION, SENDING A COPY OF THE LIEN TO THE COMPANY’S ADDRESS OR THE REGISTERED AGENT’S ADDRESS ON FILE WITH THE SECRETARY OF STATE SHALL BE DEEMED SUFFICIENT.

(3) A claimant who is paid, in full, the amount set forth in the waiver and release form after filing an affidavit of nonpayment shall upon request execute in recordable form an affidavit swearing that payment in full has been received. Upon recordation thereof in the county in which the Affidavit of Nonpayment was recorded, the affidavit of nonpayment to which it relates shall be deemed void.

(4) Nothing in this Code section shall shorten the time within which to file a claim of lien.

(5) A waiver and release provided in this Code section shall be suspended upon filing of an affidavit of nonpayment until payment in full has been received.

(6) The claimant may rely upon the information contained in the waiver and release form when completing for filing the affidavit of nonpayment or claim of lien.