

GENERAL CONSULTANT CONTRACT

Single Project Lump Sum

(Not for reliance on Georgia Licensed or Registered Professional's seal)

STATE OF GEORGIA;

COUNTY OF _____:

Project No. _____

Project Description/Address _____

THIS CONTRACT made the ___ day of __, 2019, between USING AGENCY/INSTITUTION NAME, whose address is Physical Address, NO P.O. BOX, hereinafter "Using Agency", a Unit of the **Board of Regents of the University System of Georgia**, whose address is 270 Washington Street SW, 7th Floor, Atlanta, Georgia 30334, hereinafter "Owner", and LEGAL FIRM NAME, whose address is Firm's Physical Address, NO P.O. BOX; Telephone: POC Phone; Email: POC Email, ("Consultant"), for certain general consulting services.

Consultant's SSN or FEIN. _____

WHEREAS, Regents requires certain general consulting services;

WHEREAS, Consultant possesses the skills and experience to provide such services;

WHEREAS, Consultant was selected based upon [competitive qualifications] [non-competitive negotiation] (*Check appropriate option.*); and

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, Regents and Consultant each agree as follows:

ARTICLE 1 Services and Standards

1.1 **The Consultant's Services.** The Consultant shall provide the General Consulting Services ("Services") as set forth in Exhibit A, Scope of Services. Subconsultants may perform portions of the Services, provided that Regents has approved, in writing, each such subconsultant and, further, providing that the Consultant remains fully responsible for all work performed by its subconsultants.

1.2 **Standards.** The Consultant agrees that in performing this Contract, sound principles of the industry governing the Services shall be utilized and not disregarded. The Consultant shall provide Services conforming to the following standards:

1.2.1 General Consulting Services. The standards for the term "*general consulting services*" require that the Consultant, by the execution of this agreement, contracts that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other persons doing similar consultation work and further contracts that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by such persons under similar conditions and like circumstances and shall perform such duties without neglect. This standard is also applicable to non-professional services provided by licensed professionals, such as materials testing, quality control, estimating and information analysis services.

1.2.2 Consulting Review and Reporting/Recommendation Services. The standards for the term "*consulting review and reporting/recommendation services*" require that the Consultant, by the execution of this Contract, contracts that it is possessed of that degree of care, learning, skill, and

ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by such professionals under similar conditions and like circumstances and shall perform such duties without professional neglect. In meeting this standard of care, the Consultant may, *in all respects*, rely upon the calculations and work provided by the professional creating the documents being reviewed. This standard is also applicable to forensic or litigation consulting review services.

1.3 **Use of the Consultant's Work Product, Confidentiality.** The Consultant understands, acknowledges and agrees that the work product from this Contract may be utilized and incorporated into the design and construction of a public works project, but if so incorporated, under the seal of the project's design professional. No reports, information or other material given to or prepared by the Consultant under this Contract shall be made available to any person not on the project team by the Consultant without the prior written approval of Regents unless otherwise required by law.

1.4 **Ownership and Copyright.** All work product, information data, or documents produced hereunder by the Consultant and his subconsultants shall be delivered to Regents, and title thereto shall vest in Regents regardless of the stage to which the development of the study may have progressed. In addition, the Consultant hereby expressly assigns, transfers and otherwise quitclaims to the Regents, its heirs and assigns forever, all right, title and interest, including all copyrights and all termination/renewal rights in such copyrights and all causes of action accruing under such copyrights, in all studies, study calculations, drawings, specifications, other data, embodiments of such studies, documents or other works of authorship produced hereunder by the Consultant, his employees, and his subconsultants. The Consultant further warrants that this transfer of copyrights and other rights is valid against the world. Finally, reproducible copies of all work products and other technical data shall be furnished to the Regents without cost whether the work for which they are made be executed or not. The Consultant may make and retain for its use such additional copies as it may desire. Notwithstanding the rights, ownership, grants, assignments, transfers, and quitclaims set forth herein, the Regents expressly grants, assigns, and transfers a permanent and exclusive license to the Design Professional, its successors, and assigns, for the Design Professional's Instruments of Service, and to each consultant (including the consultant's successors and assigns) of the Design Professional for such consultant's Instruments of Service, to use, reproduce, sell, transfer, and accomplish derivative works therefrom, for any and all purposes.

1.5 **Regents Approvals.** The Consultant acknowledges and agrees that Regents does not undertake to approve, or pass upon, or undertake to inquire into the adequacy, fitness, suitability, or correctness of any work product or Services. The Consultant acknowledges and agrees that the approval or acceptance of the study by Regents is limited to the function of determining whether there has been compliance with instructions issued to the Consultant regarding the Services. The Consultant agrees that no approval of the Services or work product by any person, body, or agency shall relieve it of the responsibility for the adequacy, fitness, suitability, and correctness of the Services in accordance with sound and accepted principles applicable to the Services.

ARTICLE 2 Term and Compensation

2.1 **Term.** The Term of this Contract shall commence on the date set forth above and shall terminate upon completion of the Services.

2.2 **Time for Completion.** The time for completion shall be not later than Month Day, Year.

2.3 **Fees.** Regents shall pay the Consultant a Lump Sum Fee, including reimbursables, of AND /100 DOLLARS (\$)

2.4 **Reimbursements.** Regents shall reimburse actual expenses for shipping documents from Consultant's Offices to Regents' offices in Atlanta. Regents will not make reimbursement for any other expenses unless the expense to be incurred is requested by Regents and Regents approves the expense before the cost is incurred. Transportation, living expenses, reproduction costs, courier services, and long distance telephone charges shall not be reimbursable unless approved in advance in writing by Regents. If reimbursable travel expenses are approved in advance in writing by Regents, such reimbursable expenses will be paid at actual cost and in accordance with the State travel regulations issued by the State Accounting Office, a copy of which is available at: <http://sao.georgia.gov/state-travel-policy>.

2.5 **Payments.** Payments shall be made as follows:

2.5.1 **Invoices.** Compensation for services shall be based upon an invoice submitted to Regents for payment that corresponds to the percentage of completion of the Services. Invoices for fees for Services and associated approved reimbursements shall be submitted monthly to Regents for payment and shall show actual billable hours. Payments to Consultant will normally be made within thirty (30) days of receipt by Regents of a complete and proper invoice.

2.5.2 **Complete Services.** Final payment for Services shall not be due and payable until the Regents has accepted and approved the Services as complete.

2.5.3 **Prompt Payment to Subconsultants.** The Consultant shall make payments to any approved subconsultants not more than fifteen (15) working days following receipt of payment from Regents. Invoices of the Consultant for fees subsequent to the first statement must contain a notice that "all subconsultants have been paid in full to the extent that the Consultant has been paid"

2.6 **Maximum Amount Payable for Fees.** Regents shall in no event be liable for fees in excess of the Lump Sum Price set forth above, as it may be amended.

ARTICLE 3 Regents Representative, Assignment

3.1 **Representative.** Regents shall designate a representative authorized to act on behalf of Regents on this Contract. Such representative shall review all Services provided under the Contract and shall render prompt decisions pertaining to the Contract to avoid unreasonable delay in the provision of the Services.

3.2 **Assignment.** The Consultant hereby agrees that Regents may, if it wishes to do so, assign this contract to another governmental entity. The Consultant hereby agrees that it shall not assign, or transfer any interest or right in this Contract in whole or in part to any party without the prior written consent of Regents.

ARTICLE 4 Insurance and Indemnity

4.1 **Liability Insurance.** Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain professional liability insurance (errors and omissions insurance) that shall be either a practice policy or project-specific coverage applicable to the Services being performed. The professional liability insurance shall contain prior acts coverage for Services performed by the Consultant for this Project and continue in effect for three (3) years following the completion of Services. If there is no professional liability insurance product applicable to the services, the Consultant shall maintain a commercial general liability policy covering his Services. The Consultant shall file with the Regents a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$1,000,000 per occurrence. Consultant shall provide a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia and, with respect to commercial general liability insurance,

copies of the additional insured endorsement naming Regents and the appropriate unit of the University System as an additional insured. Any deductibles and self-insurance retention may not be greater than \$100,000.

4.2 **Workers Compensation Insurance.** Within ten days after execution of this Contract and during the entire period of the contract, the Consultant shall maintain Workers Compensation insurance in the statutory amounts required. The Consultant shall file with the Regents a certificate of insurance from an insurance company or agent licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

4.3 **Consultant Services Indemnity.**

4.3.1 For any Consultant providing engineering, architectural, or land surveying services, Consultant shall indemnify, release and hold Regents, and the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees"), harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by Regents and any of its officers, members, or employees), claims, suits and judgments to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by Consultant in the performance of this Contract;

4.3.2. For all other consultants, Consultant shall indemnify, release and hold Indemnitees harmless from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, intellectual property infringement and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of the Consultant, its agents, employees or others working at the direction of Consultant or on its behalf, or due to any breach of this Contract by the Consultant, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation.

This indemnification extends to the successors and assigns of the Consultant. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Consultant. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Consultant shall reimburse the Funds for such monies paid out by the Funds. If any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Consultant's indemnification hereunder shall apply only to the extent that Consultant contributed to the events. This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder.

**ARTICLE 5
Personal Services**

In contemplation that the Services are personal, the Consultant hereby agrees that no material change under which the Consultant shall provide the Services may be made without written consent of Regents in advance, and such consent may be conditioned upon retention of the key staff persons of the Consultant for performance of the Services. In the event of a change in business form only, the Consultant shall notify Regents in writing and include in the notice the appropriate tax identification number and information. Regents shall make all future payments in accordance with such notice.

ARTICLE 6
Access to Records

6.1 **Access and Audit.** Regents shall have access to any pertinent books, documents, papers, and records of the Consultant for the purpose of making audit examinations, excerpts, and transcripts relative to this Contract. Records of reimbursable expenses and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to Regents at mutually convenient times, but in no event more than 72 hours after a written request from Regents.

6.2 **Open Records Act.** Consultant acknowledges and agrees that all documents collected or produced for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure under the Open Records Act (see O.C.G.A. §50-18-70). The Open Records Act makes it mandatory that any contract with a private person, firm, or corporation provide for the inspection or copying of public records within three business days of the receipt of an open records request. Details and procedures, including permissible exemptions and the means of claiming such exemptions, are contained in the Act. Consultant acknowledges that non-compliance with the Act may constitute a criminal act. Consultant must promptly advise Regents in writing within 24 hours of a request for records falling under the Act. Failure to comply with the Act is a material breach of this Contract which may result in termination for cause.

ARTICLE 7
Contract Adjustments and Termination

7.1 **General.**

7.1.1 Change in Duties. The duties, responsibilities and limitations of authority of the Consultant under this Contract shall not be restricted, modified or extended without written agreement between Regents and Consultant.

7.1.2 Other Consultants. The Regents may contract with other consultants to perform services directly to the Regents without voiding this Contract.

7.2 **Supplemental Agreements.** Supplemental agreements resulting from an increase in the scope of services defined in this Contract are not valid or effective until executed by all parties to this Contract. Until all approvals are received, there shall be no liability upon Regents for payment, nor obligation on the part of the Consultant to commence services on the additional work

7.3 **Termination for Convenience of the Government (Without Cause).** Regents may at any time, and for any reason or without any reason or cause, terminate this contract by written notice to the Consultant specifying the termination date, provided that in the event of termination under this provision Regents shall pay to the Consultant all fees properly due (i) for services already properly performed prior to the effective date of the termination and (ii) for all reimbursable expenses properly incurred. In the event of such termination the Consultant shall have no claim in excess of what is allowed in this Article 8.1 for any sum of money, however denominated, as a result of or relating to such termination.

7.4 **Termination for Cause.** In the event the Consultant through any cause fails to perform any of the terms, covenants, or provisions of this contract on its part to be performed, or if it for any cause fails to make progress in the work hereunder in a reasonable manner or if the conduct of the Consultant impairs or prejudices the interests of Regents or violates any of the terms, covenants, or provisions of this contract, Regents shall have the right to terminate this contract by giving notice in writing of the fact and date of such termination to the Consultant, and all work product and other documents relating to the Services shall be surrendered forthwith by the Consultant to Regents.

ARTICLE 8

Miscellaneous Provisions

8.1 **Matters of Interpretation.**

8.1.1 Masculine Gender. Throughout this document, both Regents and the Consultant are referred to in the masculine gender for the convenience of both parties. The use of the masculine gender is not intended to and does not exclude Regents or Consultants of the feminine gender.

8.1.2 No Estoppel. No course of action or failure to act by Regents or any of its officers, members, employees, agents or other representatives shall serve to modify this Contract, waive rights under it or arising from its breach, or to estop Regents from enforcing its terms.

8.1.3 Captions. The Caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Contract.

8.1.4 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as shown in the Contract.

8.2 **Matters of Law.**

8.2.1 Minority Participation Policy. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Consultants who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O. C. G. A. §48-7-38.

8.2.2 Compliance with Executive Orders Concerning Ethics. The Consultant warrants that he and his firm have complied in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees), and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Consultant certifies that any lobbyist employed or retained by the Consultant or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.

8.2.3 Drug Free Work Place. The Consultant acknowledges that he is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia. The Consultant by execution of the present Contract does hereby certify that, to the best of his knowledge, information and belief, he and his consultants are in compliance with the aforesaid code section.

8.2.4 Prohibition Against Contingent Fees. As required pursuant to O.C.G.A. §50-22-6(d), the Consultant warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for him, to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a *bona fide* employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

8.2.5 Conflicts of Interest. The Consultant acknowledges and certifies that the provisions of O.C.G.A. 45-10-1 *et seq.* concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

8.2.6 Miscellaneous Applicable Law. The Consultant shall comply with all laws, rules, regulations, ordinances and orders of any government agency having jurisdiction in the performance of the work. Without limitation of the foregoing, the following laws are specifically referenced:

- (a) *Preference for Georgia supplies, materials, equipment, and agricultural products, O.C.G.A. §§50-5-60 through 61.*
- (b) *Preference for Georgia forest products, O.C.G.A. § 50-5-63.)*
- (c) *Preference to local sellers of Georgia products, O.C.G.A. § 50-5-62.)*
- (d) *Providing safe workplace, O.C.G.A. §§ 34-2-10 and 34-7-20.*
- (e) *Small and Minority Business Enterprises, O.C.G.A. §§ 50-5-120 et seq. and 50-5-130 et seq.*
- (f) *Title VII of the Civil Rights Act, 42 U.S.C. §§2000a through 2000h-6.*
- (g) *Age Discrimination Act, 29 U.S.C. §621 et seq.; 42 U.S.C. §6101 et seq.*
- (h) *Americans with Disabilities Act, 42 U.S.C. §12101 et seq.*
- (i) *Federal Occupational Safety and Health Act, 29 U.S.C. § § 651 et seq*
- (j) *Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001*
- (k) *Boycott of Israel Prohibited, O.C.G.A. § 50-5-85.*

8.2.7 Compliance with Federal and State Work Authorization and Immigration Laws. The Consultant and all subcontracted consultants must comply with all federal and state work authorization and immigration laws, and must certify compliance using the form set forth in Exhibit B attached hereto. The required certificates must be filed with the Using Agency and copied maintained by the Consultant as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the Owner, retain the right to inspect and audit the Project Site and employment records of the Consultant and subconsultants without notice during normal working hours until Final Completion, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.

8.2.8 Applicable Law. The law of Georgia shall govern this Contract. In case any dispute or controversy arises between the Consultant and the Regents, either party may exercise those legal remedies as may be available to them. The venue for any proceedings is herein agreed to be Fulton County, State of Georgia, unless otherwise specifically agreed. The Consultant shall carry on the services required under this Contract, and the Regents shall continue to pay the Consultant for such services during any legal proceedings unless otherwise agreed by the Consultant and the Regents in writing.

8.2.9 Full Performance. The Regents and the Consultant hereby agree to the full performance of the terms, duties, obligations, responsibilities, conditions and stipulations contained herein.

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the day, month and year first above written.

**CONSULTANT:
CONSULTANT NAME**

PRINT NAME / TITLE

**APPROVED BY USING AGENCY:
INSTITUTION NAME (A UNIT OF THE UNIVERSITY SYSTEM OF GEORGIA)**

PRINT NAME, PRESIDENT

PRINT NAME AND TITLE

**OWNER:
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

SAMSON OYEGUNLE
ASSISTANT VICE CHANCELLOR FOR DESIGN & CONSTRUCTION

TERESA HIGGINS
DIRECTOR OF CONTRACTS & SERVICES

Supplementary Services

1. Insert additional, "See Attached" or "N/A"

EXHIBIT A

Scope of Services

Project No. Project # as listed on Page 1 of the Contract.

Project Description/Address: Project Description and Address as listed on Page 1 of the Contract.

The Using Agency Representative for this Contract is: Name, Title, Physical Address, Telephone, Facsimile, and Email for the Project Point of Contact.

General consulting services –

The Consultant shall (insert scope of services or insert "See Attached." statement and attach the scope of services.)

Consulting review and reporting/recommendation services –

The Consultant shall (insert description of services or insert "See Attached" statement and attach description of services.)

EXHIBIT B

Georgia Security and Immigration Compliance Act Affidavits

“Contractor” in the following Affidavits shall mean “Consultant” for the purpose of compliance with O.C.G.A. § 13-10-91, (b).

For the purpose of completing the following Affidavits, please insert the following:

- “Name of Public Employer” shall mean “Board of Regents of the University System of Georgia, Owner, for the use and benefit of Using Agency Name, “Using Agency”
- “Name of Project” shall mean “Project No. Project Number, Description”

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 Board of Regents of the University System of Georgia for the use and benefit of Using Agency Name, Using Agency (public employer) 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 (Month/Date/Year)

Name of Consultant

Name of Project

Board of Regents of the University System of Georgia
for the use and benefit of Using Agency Name, Using Agency
Name of Public Employer

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

Executed on _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

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 Consultant) on behalf of Board of Regents of the University System of Georgia for the use and benefit of Using Agency Name, Using Agency (public employer) 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 that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization (Month/Date/Year)

Name of Contractor

Name of Project

Board of Regents of the University System of Georgia
for the use and benefit of Using Agency Name, Using Agency
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

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 Board of Regents of the University System of Georgia for the use and benefit of Using Agency Name, Using Agency (public employer) 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 (Month/Date/Year)

Name of Contractor

Name of Project

Board of Regents of the University System of Georgia
for the use and benefit of Using Agency Name, Using Agency
Name of Public Employer

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

Executed on _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:
