##### EXHIBITS

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Exhibit A List and Description of Additional Services

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Exhibit G Summary of Project Deliverables

Exhibit H The Design Professional’s Key Personnel and Consultants

Exhibit I Owner’s Instructions to Design Professionals:

##### EXHIBIT A – LIST AND DESCRIPTION OF ADDITIONAL SERVICES

Additional Services shall be provided only upon prior written authorization by the Owner and shall be paid for by the Owner as provided in this Exhibit. The descriptions or scope of work of the Additional Services included in this Contract at Contract execution are to be included on this Exhibit . Additional Services added after Contract execution, if any, shall be added by Contract amendment.

***Note 1:*** *An Additional Service may include services in both the design and the Construction Contract Administration phases. Each blank should be filled with one of the following three choices: (i) “Included,” for a service included within the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; (ii) a dollar amount for an agreed Additional Service not included in the Basic Design Services Fee or Basic Construction Contract Administration Services Fee; or (iii) “N/A” for a service not included in the Contract. Each dollar amount must be followed by an indication whether it is a fixed price lump sum (FP) or a guaranteed maximum price (GMP). Allowable reimbursable expenses for the selected Additional Services shall be included in the description of scope of work description. Reimbursable expenses are additional to a fixed price lump sum fee, but are included within a GMP.*

***Note 2:*** *In the event the actual construction of the Project is not commenced, no Additional Services related to Construction Contract Administration shall be incurred and a written amendment to this Contract should be put into place.*

**ADDITIONAL SERVICES.**

**DESIGN CONTRACT DESCRIPTION**

 **ADMINISTRATION**

            Description of Scope of Services

 Subtotals

 **Grand Total of all fixed price and guaranteed maximum price amounts for additional service fees selected at Contract execution**

**Unit Prices for Additional Site Visits : (*See also* Exhibit A-1):**

 Architect

 Civil Engineer

 Structural Engineer

 Mechanical Engineer

 Electrical Engineer

 Landscape Design Professional

 Building Official *(If different rate from the Architect listed above)*

 If any others, list consultant type

**EXHIBIT A - 1**

**SCHEDULE OF ANTICIPATED MEETINGS & SITE VISITS**

**(Included in Basic Services Fee)**

**Schedule A-1 (Part I)**: Anticipated Meetings with Owner/Using Agency to Develop and Review and Project Design

Meetings includes participation by architect, structural engineer, civil engineer, mechanical engineer, and electrical engineer and specialty consultants as needed)

*Schematic Design Phase*

 Meeting with Using Agency & City for Utility Service Coordination

 Design Charette with Using Agency

Conceptual Design Review Meeting with Using Agency

Schematic Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Preliminary Design Phase*

 Preliminary Design Review Meeting with Using Agency

 Preliminary Design Presentation to Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Construction Document Phase*

 50% CD Review Meeting with Using Agency

 100% Document Review with Using Agency & Owner

Other meeting(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Construction Contract Administration Phase*

 Bi-weekly OAC meetings with Using Agency

**Schedule A-1 (Part II)**: Anticipated Site Visits to perform Construction Contract Administration or Building Official Visits

 (Based upon a \_\_\_\_\_\_ month Construction Schedule)

*Standard Site Visits*

Architect \_\_\_\_ Site Visits

Structural Engineer \_\_\_\_ Site Visits

Civil Engineer \_\_\_\_ Site Visits

Mechanical Engineer \_\_\_\_ Site Visits

Electrical Engineer \_\_\_\_ Site Visits

Specialty consultants \_\_\_\_ Site Visits *(If any, list the consultant type)*

Commissioning Agent \_\_\_\_ Site Visits *(If CXA services provide by the DP)*

Building Official \_\_\_\_ Site Visits *(If not included in the Architect visits above)*

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

Total Visits \_\_\_\_ Site Visits

**EXHIBIT B – SCHEDULE OF HOURLY RATES**

The hourly rates to be included in the invoices shall be as follows:

(Titles and rates as applicable to Design Professional)

Design Professional

1. Title – at a rate of $ .

Consultants

Consultant Firm Name

1. Title – at a rate of $ .

These hourly rates may be adjustable annually on the anniversary date of this Contract subject to the customary salary policies of the Design Team member firms and the approval of the Owner.

##### EXHIBIT C – THE OWNER’S PREDESIGN STUDY OR PROGRAM

**[**See Attached**]**

##### EXHIBIT D – PRELIMINARY DESIGN AND CONSTRUCTION SCHEDULE

**[**See Attached**]**

##### EXHIBIT E – CONSTRUCTION CONTRACT GENERAL CONDITIONS

General Conditions for the Construction Contract can be found at the below URL. If you are unable to access this document, please contact the Director of Contracts & Services for the Board of Regents via email (Teresa.Higgins@USG.edu).

URL: <http://www.usg.edu/facilities/resources/contracts_and_agreements>

##### EXHIBIT F

**SITE MEMORANDUM**

***NOTE:*** *See also Reference 1, The Policy, for instructions and guidelines on completing the Site Memorandum.*

1. SITE INVESTIGATIONS.

(a) Plat of Boundary‑Line Survey. The Design Professional shall not undertake the preparation of plans and specifications until he has in its possession a plat of boundary‑line survey furnished to him by the Using Agency or the Owner. In the design of the work, the Design Professional must take into consideration all easements, rights‑of‑way covenants that run with the land, and any U. S. Government "controls" that are referred to on the plat of boundary-line survey.

THE DESIGN PROFESSIONAL WILL DESIGN NO WORK EXTENDING BEYOND THE BOUNDARIES SHOWN ON THE PLAT OF BOUNDARY-LINE SURVEY WITHOUT WRITTEN CONSENT OF THE OWNER IN ADVANCE.

(b) Plat of Survey of Site Conditions. The Design Professional shall obtain a complete and accurate survey of site conditions. Said survey must give the grades and lines of streets, pavements, and adjoining properties, contours of the Site, and full information as to sewer, water, gas, electrical service, telephone service, and any other utilities. The survey may include existing vegetation at the option of the Using Agency. The Design Professional must not rely upon as-built documents of existing structures for fulfillment of its contractual obligations to obtain the plat of survey of site conditions.

The plat of survey of site conditions shall be dated and must bear the signature, seal, and registration number of the person who made the survey. In addition, a certificate exactly in the following words must appear on the plat of survey of site conditions:

CERTIFICATE OF SURVEYOR

PLAT OF SURVEY OF SITE CONDITIONS

*I certify that this plat is correct, that it gives a true representation of the conditions of the property, that all building improvements and objects are shown to scale at actual locations on the property, and that it gives a complete delineation of the grades and the lines of streets, pavements, and adjoining properties, contours of the site, and full information as to sewer, water, gas, electrical service, telephone lines, and other utilities. I certify further that I have examined maps filed pursuant to Ga. Laws 1969, pp. 50, et. seq., as amended, and that all gas lines shown on the site or on adjoining property within one thousand feet outside the boundary of the site as of the date of my examination,* [insert date]*, are delineated on the aforesaid plat. I certify further that all electric power lines carrying in excess of 750 volts and located on the site or within 300 feet outside the boundary of the site as of the date of this certificate are delineated on the aforesaid plat.*

In the event that any grading or site work is proposed to be done by any party or agency other than the Contractor who will construct the Project, the work must have been completed prior to obtaining (1) the Plat of Survey of Building Site Conditions and (2) the report of subsurface investigations. This is because it is indispensable that the Bidding Documents show topography and all other site conditions in strict conformity to the physical state of the site and any existing work at the time bidders will submit their proposals.

(c) Report on Subsurface Conditions. A report on subsurface investigations shall be obtained for all sites unless the work is limited to remodeling of, or construction of betterments to, the interior of an existing structure. The Design Professional must coordinate the work of the structural engineer and the geotechnical engineer, as well as any testing laboratory pertaining to the scope of the investigations that these experts recommend in order to complete these documents. The geotechnical engineer should prepare the report on subsurface conditions. In general, the report should cover a test boring program, seismic exploration (if appropriate), a laboratory testing program, and electrical resistivity testing. After the initial results of the subsurface report (Stage One Statement) are complete, the structural engineer should complete the preliminary design of the foundations and subsurface structures. This design should be provided to the geotechnical engineer, who shall then conduct such additional subsurface investigations as the geotechnical engineer shall deem appropriate. Upon completion of the Stage One Statement, the structural engineer shall make such changes to the structural design as the structural engineer deems appropriate, subject to the approval of the Design Professional.

2. INCLUSION OF SUBSURFACE DATA IN BID PACKAGES. When the Design Professional is on notice regarding unsuitable fill or rock, the Design Professional should give immediate notice in writing to the Using Agency and Owner. The Design Professional should include as a separate line item in its Statement of Probable Construction Cost the cost to remove and replace the fill or rock, and should make provisions in the Contract for the Contractor to include in its Bid an amount to remove the estimated quantities. The unit prices established should be based upon the Design Professional’s experience in the area and verified by communicating with local contractors. The Design Professional should also compute, to the best of its professional abilities and judgment, the amount of unsuitable conditions probable to be found, and obtain from the geotechnical engineer the following opinion:

*Based upon an analysis of test borings made at the site in a reasonable number to permit the forming of a judgment and resolving doubtful signs of rock in favor of the assumption that all signs of rock represent actual conditions, it is (my) (our) opinion and best judgment that the following quantity of rock will be encountered:* [amount to be inserted by registered geotechnical engineer]*.*

The Design Professional must include language in the Supplementary General Conditions putting the bidder on notice of the existence of such unsuitable conditions. The following is sample language that should normally be used when the Design Professional has knowledge of unsuitable subsurface conditions:

*UNSUITABLE FILL*

*Bidders are to include in the Bid the cost of excavating \_\_\_\_\_\_ cubic yards of unsuitable fill material. Payment will be made for all unsuitable fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event that it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of unsuitable fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all unsuitable fill material. The Design Professional shall be responsible for calculating the amount of all unsuitable fill material removed. Measurement of unsuitable fill material shall be calculated on the basis of in-place compacted fill material and not expanded hauled fill material.*

*Bidders are to include in the Bid the cost of importing \_\_\_\_\_ cubic yards of additional fill material to the site. Payment will be made for all fill material in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to haul in less than \_\_\_\_\_\_ cubic yards of fill material, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the haul in, placement, and compaction of fill material in accordance with the project specifications for fill material. The Design Professional shall be responsible for calculating the amount of all fill material brought to the site. Measurement of cubic yards of fill material or excavation shall be calculated using compacted in-place fill material and not expanded hauled fill material.*

The following is sample language for rock:

*ROCK*

*Bidders are to include in the Bid the cost of excavating \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock. Payment will be made for all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock in excess of \_\_\_\_\_\_\_\_ cubic yards at the net unit price of \_\_\_\_\_\_\_\_\_\_\_ per cubic yard, which includes all overhead and profit. In the event it is necessary to excavate less than \_\_\_\_\_\_ cubic yards of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, the Owner will take a credit of \_\_\_\_\_\_\_\_\_ per cubic yard. The unit price of \_\_\_\_\_\_\_ per cubic yard shall include the excavation, haul off, and disposal of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock, as indicated in the Contract Documents, and replacement with earth as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications and compacted as required by {INSERT SPECIFIC SPECIFICATION SECTION} of the specifications. The Design Professional shall be responsible for calculating the amount of all [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock removed. Measurement of [RIPPABLE] [MASS] [TRENCH] [CAISSON] rock shall be calculated on the basis of in-place compacted material and not expanded hauled material. The Contractor agrees to be bound by the Design Professional’s determination of the quantity of all rock removed****.***

3. STAGE ONE AND STAGE TWO STATEMENTS.

(a) Stage One Statement of Geotechnical Engineer:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site and, based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) surveys, and (iv) electrical resistivity tests made as I deemed necessary in my professional judgment to be suitable or advisable to the end that all subsurface conditions that might necessitate redesign or Change Orders during construction if not taken into consideration in the design of the work or provided for in the Bidding Documents, I find that:*

*(1) The following quantity of rock will be encountered: ;*

*(2) Unsuitable soil conditions for foundations will (not) be encountered;*

*(3) Springs or ground water will (not) be encountered;*

*(4) Fill areas will (not) be encountered and additional fill material will (not) be required;*

*(5) Deep foundations may (not) be necessary and the type of foundation recommended is ;*

*(6) That there is (not) suitable material elsewhere on the site to be cut and filled to remedy unsuitable subsurface conditions; and*

*(7) There are other unsatisfactory site conditions as follows:* [None or list]*.*

(b) Stage Two Statement of Geotechnical Engineer: After the foundation design, including the fixed locations of trenches, ditches, caissons, etc., has been completed and provided to the geotechnical engineer, the geotechnical engineer should complete such further tests and analysis and reporting as he deems necessary and shall furnish the following statement:

*I, the undersigned registered geotechnical engineer, have made a visual inspection and subsurface investigation at the project site, and have been furnished with the architectural and engineering site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, a plumbing site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, an electrical site plan dated \_\_\_\_\_\_\_\_\_\_\_\_, and a transmittal letter dated \_\_\_\_\_\_\_\_\_\_\_\_ informing me that the aforesaid plans (a) encompass and (b) delineate the final fixed locations of all areas in which (1) trenches, (2) ditches, (3) excavations, (4) foundations, (5) elevator shafts, and (6) water wells and drainage structures will be dug, excavated, or drilled to receive new utilities or new work for the project. I hereby confirm that I have made such further subsurface analyses as are necessary in my professional judgment and have supplemented and revised my Stage One certification based upon my analysis of (i) soil and test borings, (ii) geophysical observations and testing, (iii) geotechnical surveys, (iv) electrical resistivity imaging, profiling, and sounding, (v) ground penetrating radar, (vi) seismic refraction and reflection testing, etc., made as I deemed necessary in my professional judgment to be suitable or advisable. I find that all subsurface conditions have been investigated that might necessitate redesign or change order during construction (a) if not taken into consideration in the original design of the work and (b) if not provided for in the original bidding documents.*

4. SITE MEMORANDUM. The Site Memorandum of the Design Professional should include the information developed above in a single document reporting the following:

(a) The Plat of Survey of Building Site Conditions and surveyor’s certifications;

(b) The Report of Subsurface Conditions;

(c) The Stage One and Stage Two Statements and certifications of the Geotechnical Engineer

(d) The applicable Supplementary General Conditions, including unit prices and estimated quantities;

(e) A current Statement of Probable Construction Cost; and

(f) The following certification:

*I hereby certify, to the best of my professional skill, knowledge, information, and belief that the above plats, reports, Statements and certifications of consulting professionals are accurate, and that the unit prices and estimated quantities are my present opinion as to the costs probable to be incurred in the construction of the project pursuant to the design, drawings and specifications.*

Design Professional Signature and Seal

**SUMMARY OF DESIGN PHASE DELIVERABLES.**

* A Preliminary Design and Construction Schedule, including major milestones (prepared jointly with the Owner and attached as Exhibit D) (Paragraph 1.1.1.4);
* Notice of changes to key personnel and consultants (Paragraphs 1.1.2.4.2 and 1.1.2.6.4);
* Proposed consultants (Paragraph 1.1.2.7);
* Insurance certificates(Subparagraph 1.1.5.1.3);
* Supplementary General Conditions based on specimens provided by the Owner certificate(Subparagraph 1.1.6.2.11);
* Notice of Change in Business Form, including tax identification number, if appropriate (Paragraph 1.1.2.5);
* Non-approval of appropriate authorities (Paragraph 1.2.4.3);
* The Stage One and Stage Two Statement set forth in the Site Memorandum (Paragraph 1.2.4.11);
* Request for records falling under Georgia Open Records Act (Paragraph 1.2.5.2);

Impracticalities or inconsistencies in “The Process Guide

* Meetings Minutes (Paragraph 2.1.1.2);
* Notice(s) that the Probable Construction Cost of Project will potentially exceed the Stated Cost Limitation (to Owner and to the Using Agency) (Subparagraph 2.1.1.4.3);
* Site related problems (Paragraph 2.1.3.1);
* Notice of the amount of money required to budget for the purpose of complying with the Site Memorandum and a current Budget Certificate (as a part of the next submittal) (Paragraph 2.1.3.3);
* A final sealed Site Plan to accomplish land disturbance and storm water management permitting (Paragraph 2.1.3.4);
* Additional information needed (Paragraph 2.1.3.5);
* Concept Design Studies and Statements of Probable Construction Cost (Paragraph 2.1.4.1);
* Schematic Design Documents (drawings and outline specifications) (Paragraph 2.1.4.2);
* A Basis of Design Document (Site Analysis, confirmation of the schedule, and a Schematic Design Statement of Probable Construction Cost) (Paragraph 2.1.4.2);
* A Site Analysis (in conjunction with the Site Memorandum) (Paragraph 2.1.4.3);
* An initial Statement of Probable Construction Cost (Paragraph 2.1.4.4, and Exhibit F);
* Schematic Design Documents presentation and approval, including an updated schedule (Paragraph 2.1.4.5);
* Design Development Documents (drawings and outline specifications) (Paragraph 2.1.5.1);
* Perspective illustrations, physical models, & 3-D computer models (as Additional Services, if required) (Paragraph 2.1.5.1);
* Design Development Documents presentation and approval, including an updated schedule and updated Statement of Probable Construction Cost (Paragraph 2.1.5.4);
* Changes between the Predesign Study (or Program) and the Construction Documents (Paragraph 2.1.6.4(c));
* An updated Design and Construction Schedule (Paragraph 2.1.5.4);
* Construction Documents (plot plan, working drawings, specifications, bidding information, General Conditions, and Supplementary General Conditions) (Paragraph 2.1.6.1);
* Construction Documents presentation and approval, including an updated schedule and a Final Statement of Probable Construction Cost (Subparagraph 2.1.1.4.1 and Paragraph 2.1.6.9);
* A list of proposed deductive alternates (Subparagraph 2.1.7.2.1);
* Two sets of Construction Documents to the Owner and one set to the Using Agency for written approval (Design Professional Services Contract, page 2, item 6);
* Bid Documents for approval (Paragraph 2.1.7.3);
* If requested, recommended daily amounts for liquidated damages and for compensation to the Contractor for time-dependent costs associated with approved extensions of time (Paragraphs 2.1.2.8 and 2.1.8.1);
* A list of prospective bidders (Paragraph 2.1.8.2);
* An attendance roster of firms attending any mandatory pre-bid conference (Paragraph 2.1.8.2);
* A list of the plan holders of record as of the date set for receiving bids (Paragraph 2.1.8.2);
* Qualifications for qualifying prospective bidders (as Additional Service, if requested) (Paragraph 2.1.8.2);
* Evaluations of prospective bidders responding through a competitive qualifications process (Paragraph 2.1.8.2);
* Addenda to the Bidding Documents for time extensions (Subparagraph 2.1.8.4.2);
* A certification as to the correctness of the bid tabulation (Paragraph 2.1.8.5); and
* Other deliverables required as a result of an amendment to this Contract.

**SUMMARY OF CONSTRUCTION CONTRACT ADMINISTRATION DELIVERABLES.**

* A schedule of anticipated Site Visits, for each design discipline (Paragraph 2.2.1.3);
* Written notices as set forth in The Process Guide Consultants observations and evaluations (Paragraph 2.2.3.1);
* Monthly written reports on progress and condition of the Work (Paragraph 2.2.3.1);
* Construction Progress Meeting Minutes (Paragraph 2.2.3.2);
* Upon the Owner’s request, copies of consultant contracts (Paragraph 2.2.3.3);
* Supplemental Drawings, as required (Paragraph 2.2.5.2); Changes in the Construction Contract approved by Owner (Paragraph 2.2.5.2);
* Advance notice(s) of Site Visits not on the schedule (Paragraph 2.2.6.1);
* Notices of deficiencies and Non-Compliant Work, including stop work orders ( Paragraph 2.2.6.1);
* Deviations from the Contract Documents and Overall Project Schedule (Paragraph 2.2.6.2);
* Certification of the Contractor's Applications and Certificates for Payment (Paragraph 2.2.7.1);
* Advice on Construction Progress with each Contractor’s Application for Payment (Paragraph 2.2.7.4, and Exhibit I);
* Approval of scope changes on submittals (Paragraph 2.2.8.4);
* Change Orders to the Construction Contract (Paragraphs 2.2.9.1 and 2.2.9.3);
* Advice on Construction Progress with Change Orders for extension of Time (Paragraph 2.2.9.5);
* Certificate of Material Completion, including the Final Punch List (Paragraph 2.2.10.1; Exhibit J);
* Certificate of Final Completion (Paragraph 2.2.10.3; Exhibit K);
* Record Drawings reflecting all changes caused by addenda, field changes, Change Orders, or observed changes by the Design Professional, the Contractor, or the subcontractor(s) (Paragraph 2.2.11.1);
* Project equipment and systems operation and maintenance manuals (Paragraph 2.2.11.2);
* Certificate on Final Certification for Capital Asset Accounting (Paragraph 2.2.11.3, and Exhibit L);
* Annual adjustment of Additional Services (Paragraph 4.1.2.2);
* Billings for advertisements for bids (Paragraph 4.1.3.3);
* Monthly invoices for Basic Services, Additional Services (lump sum and hourly), and Reimbursable Services, supported by substantiating back-up documentation, as required (Article 4.1.4);

Other deliverables required as a result of any amendment to this Contract.

## EXHIBIT H

**DESIGN PROFESSIONAL’S KEY PERSONNEL AND CONSULTANTS**

Design Professional’s Key Personnel and Role Descriptions

Position Person Office Location

Design Professional’s Consultants and Role Descriptions

Position Person Office Location

**Exhibit I**

**OWNER’S INSTRUCTIONS AND GUIDELINES FOR DESIGN PROFESSIONALS:**

**Regents Building Projects Procedures Manual**

A copy of the Board of Regents Building Projects Procedures Manual is available on-line at:

<http://www.usg.edu/ref/capital/bppmanual/>

If the Project is assigned to GSFIC for management of the Construction Phase, the Design Professional shall be required to follow the provisions of the GSFIC Process Guide, available on-line at

<http://gsfic.georgia.gov/publications-0>

## DP Certificates of Compliance – Federal and State Work Authorization Programs

“Contractor” in the following Affidavits shall mean “Design Professional” for the purpose of compliance with O.C.G.A. § 19-10-91, (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 Here], Using Agency”
* “Name of Project” shall mean “Project No. [Project No., Project Name]”.

**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 Here], 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

Name of Contractor

Name of Project

 Board of Regents of the University System of Georgia

 for the use and benefit of [Using Agency Here], 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 contractor) on behalf of Board of Regents of the University System of Georgia for the use and benefit of [Using Agency Here], 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Subcontractor

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

Name of Project

Board of Regents of the University System of Georgia

 for the use and benefit of [Using Agency Here], 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 Here], 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Sub-subcontractor

Name of Project

Board of Regents of the University System of Georgia

 for the use and benefit of [Using Agency Here], 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:

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

**SUPPLEMENTARY GENERAL REQUIREMENTS**

1. The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. “Tobacco Products” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

(Board of Regents Policy Manual, 6.10 Tobacco and Smoke-Free Campuses: <https://www.usg.edu/policymanual/section6/C2663> ).