

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY PUBLIC LIBRARY, a component unit of DeKalb County Government (hereinafter referred to as the “LIBRARY”), and _____, a _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “CONTRACTOR”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia..

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the LIBRARY and the CONTRACTOR hereby agree as follows:

ARTICLE I. CONTRACT TIME

The CONTRACTOR shall commence the Work under this Agreement within Ten (10) days from the acknowledgement of receipt of the Notice to Proceed. CONTRACTOR shall fully complete the Work within _____ (____) months from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the Director for DeKalb County Public Library or his/her designee and the CONTRACTOR in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the execution date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the LIBRARY each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20____, unless extended by Change Order adopted and approved by the LIBRARY and the CONTRACTOR in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this contract, the LIBRARY shall pay the CONTRACTOR the Contract Price, which is an amount not to exceed \$_____. The LIBRARY shall pay the CONTRACTOR in accordance with the procedures described in Section 012900 of the Project Manual. Documents should be submitted to:

- A. DeKalb County Public Library
Administrative Services
3560 Kensington Road
Decatur, GA 30032

- B. Maureen Arndt
720 Design
9003 Oakpath Lane
Dallas, TX 75243

ARTICLE IV. SCOPE OF WORK

The CONTRACTOR agrees to provide all _____ services in accordance with the LIBRARY's Request for Proposals (RFP) No. _____ for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The CONTRACTOR's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the LIBRARY. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work.** The CONTRACTOR shall be responsible for the accuracy of the Work and any error and/or omission made by the CONTRACTOR in any phase of the Work under this Agreement.

B. **Additional Work.** The LIBRARY shall in no way be held liable for any work performed under this section which has not first been approved in writing by the LIBRARY in the manner required by applicable law and/or the terms of this Contract. The LIBRARY may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the CONTRACTOR. The CONTRACTOR shall proceed with the performance of any changes in the Work so

ordered by the LIBRARY unless such change entitles the CONTRACTOR to a change in Contract Price, and/or Contract Term, in which event the CONTRACTOR shall give the LIBRARY written notice thereof within fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes until it receives an executed Change Order from the LIBRARY. No extra cost or extension of time shall be allowed unless approved by the LIBRARY and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The LIBRARY shall not be liable for payment for any work performed under this section which has not first been approved in writing by the LIBRARY in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The CONTRACTOR agrees that the LIBRARY may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the CONTRACTOR and without any payment of any monies to the CONTRACTOR therefore. However, any reuse of the documents by the LIBRARY on a different site shall be at its risk and the CONTRACTOR shall have no liability where such documents are reused.

D. **Successors and Assigns.** The CONTRACTOR agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the LIBRARY. If the LIBRARY consents to any such assignment or transfer, then the CONTRACTOR binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the LIBRARY and any person, or entity or than CONTRACTOR.

E. **Reviews and Acceptance.** Work performed by the CONTRACTOR shall be subject to review and acceptance in stages as required by the LIBRARY. Acceptance shall not relieve the CONTRACTOR of its professional obligation to correct, at his own expense, any errors in the Work.

F. **Termination of Agreement.** The CONTRACTOR understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The LIBRARY may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of LIBRARY, elect to terminate the Contract by

delivering to the CONTRACTOR, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to CONTRACTOR at least thirty (30) days prior to the effective date of termination. If CONTRACTOR's services are terminated by the LIBRARY, the termination will not affect any rights or remedies of the LIBRARY then existing or which may thereafter accrue against CONTRACTOR or its surety. In case of termination of this Contract before completion of the Work, CONTRACTOR will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the LIBRARY. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

G. **Indemnification Agreement.** The CONTRACTOR shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the LIBRARY. The CONTRACTOR shall exonerate, indemnify, and save harmless the LIBRARY, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the Library Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, CONTRACTOR shall assume and pay for, without cost to the Library Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CONTRACTOR, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, CONTRACTOR shall not be required to indemnify any LIBRARY Indemnitee against claims, actions, or expenses based upon or arising out of the Library Indemnitee's sole negligence. As between the Library Indemnitees and the CONTRACTOR as the other party, the CONTRACTOR shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by CONTRACTOR's employees, agents, vendors, Suppliers or

Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the CONTRACTOR, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The CONTRACTOR shall defend, indemnify, and hold harmless the Library Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The CONTRACTOR expressly agrees to provide a full and complete defense against any claims brought or actions filed against the Library Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The LIBRARY has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the LIBRARY, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Insurance.** The CONTRACTOR shall furnish the following along with the Agreement documents sent to the LIBRARY for execution:

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the LIBRARY covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that CONTRACTOR is not required to provide such coverage under State law;
 - (b) Professional Liability Insurance on the CONTRACTOR's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
 - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
2. Certificates of Insurance must be executed in accordance with the following

provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain CONTRACTOR's protective coverage for any subcontractor's operations;
- (d) Certificates to contain CONTRACTOR's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

**DeKalb County Public Library
3560 Kensington Road
Decatur, GA 30032
Attn: Jackee Kimbro, Manager of Administrative Services**

3. The CONTRACTOR shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The CONTRACTOR agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. CONTRACTOR agrees to waive all rights of subrogation and other rights of recovery against the LIBRARY and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
6. Failure of the LIBRARY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the LIBRARY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such coverage. CONTRACTOR understands and agrees that the purchase of insurance in no way limits the liability of the CONTRACTOR.
7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the LIBRARY. Policies and Certificates of Insurance listing the LIBRARY and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

8. If the LIBRARY shall so request, the CONTRACTOR will furnish the LIBRARY for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. CONTRACTOR shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the LIBRARY cannot enter into a contract for the physical performance of services unless the CONTRACTOR, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. CONTRACTOR certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. CONTRACTOR agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. CONTRACTOR agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, CONTRACTOR will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract

shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

L. **County Representative.** The LIBRARY may designate a representative through whom the CONTRACTOR will contact the LIBRARY. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the LIBRARY. Payments to the CONTRACTOR shall be made only upon itemized bill submitted to and approved by said representative.

M. **Contractor's Status.** The CONTRACTOR will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The CONTRACTOR shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the LIBRARY and the CONTRACTOR shall be that of owner and independent contractor. Other than the consideration set forth herein, the CONTRACTOR, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by CONTRACTOR shall be by employees of CONTRACTOR or its Subcontractors and subject to supervision by CONTRACTOR. No officer or employee of CONTRACTOR or any Subcontractor shall be deemed an officer or employee of the LIBRARY. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the CONTRACTOR, not the LIBRARY.

N. **Georgia Open Records Act.** CONTRACTOR will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. **First Source Jobs Ordinance and Preferred Employees.** The CONTRACTOR is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term

is defined in the First Source Ordinance, using the First Source Registry. CONTRACTOR, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

P. **Business License.** CONTRACTOR shall submit a copy of its current, valid business license with this Contract. If the CONTRACTOR is a Georgia corporation, CONTRACTOR shall submit a valid county or city business license. If CONTRACTOR is a joint venture, CONTRACTOR shall submit valid business licenses for each member of the joint venture. If the CONTRACTOR is not a Georgia corporation, CONTRACTOR shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If CONTRACTOR holds a professional license, then CONTRACTOR shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. CONTRACTOR shall ensure that any insurance, license, permit or certificate submitted in response to the LIBRARY's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement.** This Contract constitutes the sole contract between the LIBRARY and the CONTRACTOR. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the LIBRARY, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the LIBRARY as provided by law or in this Contract.

R. **Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

List as applicable

S. **Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application

of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the LIBRARY's director or to the CONTRACTOR or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the CONTRACTOR to the LIBRARY's director or by the LIBRARY to the CONTRACTOR's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the LIBRARY:

Library Director
DeKalb County Public Library
3560 Kensington Road
Decatur, GA 30032

If to the CONTRACTOR:

With a copy to:

U. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions.** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications

April 10, 2013

issued after execution of the Contract; the provisions of the LIBRARY's RFP; and the CONTRACTOR's response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Alison L. Weissinger, Director
DeKalb County Public Library

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

ATTACHMENT A

Contractor's Cost Proposal

April 10, 2013

The County's Request for
Proposals (RFP) No. _____”

APPENDIX I

April 10, 2013

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. _____”

APPENDIX II

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

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 DEKALB COUNTY 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 Term 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. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

By: _____
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:

April 10, 2013

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 _____(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA 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. 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

Name of Public Employer

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

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

By: _____
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 ____.

April 10, 2013

NOTARY PUBLIC
My Commission Expires:

April 10, 2013

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

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 DEKALB COUNTY, GEORGIA 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 Public Employer

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

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

By: _____
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

April 10, 2013

My Commission Expires: _____

April 10, 2013

ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the "_____"), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)