

**GEORGIA BUILDING AUTHORITY**  
**SERVICES CONTRACT**  
**NO.**

**THIS SERVICES AGREEMENT** (hereinafter referred to as "Agreement") entered into this day of \_\_\_\_\_, 2020, by and between the **GEORGIA BUILDING AUTHORITY**, (hereinafter referred to as "GBA" or "Owner"); and \_\_\_\_\_, ("Contractor").

**WITNESSETH:**

**WHEREAS**, GBA requires certain \_\_\_\_\_ services and the Contractor is qualified and desires to perform the required services;

**NOW, THEREFORE**, GBA and the Contractor, in consideration of the premises and the mutual promises and benefits flowing each to the other as hereinafter stated, agree as follows:

**1. SCOPE OF WORK.** Contractor agrees to perform the services as described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference ("Services"). Contractor shall also comply with the Guidelines for Working Within GBA Facilities attached hereto as **Exhibit B** and incorporated herein.

**2. TERM AND RENEWALS.**

**A. Term.** The term of this Agreement will begin on \_\_\_\_\_ and terminate on June 30, (hereinafter referred to as "Termination Date"), unless otherwise renewed or terminated under the provisions of this Agreement.

**B. Renewals.** The Agreement may be renewed at the sole discretion of GBA for four additional Terms of one year each. GBA shall exercise its option to renew the Agreement by giving notice to Contractor prior to the expiration of the current term.

**3. TERMINATION.**

**A. Termination for Convenience.** GBA may at any time, and for any reason or without any reason or cause, terminate this Agreement by written notice to the Contractor specifying the termination date. The effective date of termination shall not be earlier than seven days from the date of written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any work properly completed.

**B. Termination for Cause.** In the event that any provisions of this Agreement are violated by the Contractor, GBA may terminate this Agreement by serving written notice to the Contractor that it is in default and specifying the termination date of the Agreement. GBA, in its sole discretion, may elect to grant a cure period, but it is not obligated to do so. In the event of such a termination, GBA shall not have any further obligation whatsoever to Contractor as of the effective date of the termination. In addition to the basis for termination set forth previously, GBA may terminate this Agreement, in whole or in part, immediately, without notice, if: (a) GBA deems that such termination is necessary to prevent or protect against fraud or otherwise protect the health, life, or property of GBA, the State of Georgia or the general public; or (b) Contractor fails or refuses to comply with the written policies or reasonable directives of GBA, is guilty of serious misconduct in connection with performance hereunder, or breaches any material provisions of this Agreement.

**C. Termination by Contractor.** Contractor may terminate this Agreement, with or without cause, upon 30 days written notice to GBA.

- 4. FEES & PAYMENT.** GBA shall pay Contractor a Fee in a lump sum amount of **Dollars (\$ )** for completion of the Services contemplated under this Agreement. Contractor shall submit an invoice at the beginning of each month for Services provided in the immediate preceding month. Payment shall be made by GBA upon determination that the Services invoiced have been properly provided.
- 5. INDEMNIFICATION.** Contractor hereby agrees to indemnify and hold harmless the Owner, 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") 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, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor 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 Contractor. This indemnification does not extend beyond the scope of this Agreement and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to the sole negligence of any Indemnitee.
- 6. INSURANCE.** The Contractor shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and shall maintain such insurance during the entire term of the Agreement. The Contractor shall file with the Owner a certificate of insurance showing evidence of all required insurance within ten calendar days of the execution of this Agreement and shall provide certificates annually thereafter until termination of the Agreement. All insurance shall be from an insurance company rated at least A- VII by Best's and licensed to do business in the State of Georgia.
- 7. OPEN RECORDS.** Contractor acknowledges and agrees that all documents produced by a private person, firm, or corporation pursuant to a contract with any governmental entity, including Owner, are public records and are subject to disclosure under the Open Records Act unless otherwise exempted (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.
- 8. TIME OF THE ESSENCE.** All time limits stated herein are of the essence. A reference to day, month or year shall mean calendar day, month or year.
- 9. NOTICE.** Any notice (the word "notice", as used herein shall include, but not be limited to, statements, demands, requests, consents, approvals and authorizations) hereunder given by either party to the other party shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, addressed to the party to be notified as provided below. The day upon which any such notice is so mailed shall be treated as the date of service. Either party may from time to time by notice to the other party designate a different address to which notices shall be sent.

In case of GBA, to:

GBA  
1 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334

In case of the Contractor, to:

- 10. ASSIGNMENT.** Contractor shall not transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of GBA.
- 11. NO AGENCY.** This Agreement shall not be construed as making either party the agent of the other, or as creating a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. Neither party shall represent to third parties that it is an agent, partner or joint venture with the other party.
- 12. IMMIGRATION REFORM COMPLIANCE.** Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 *et. seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify”.
- 13. SEXUAL HARASSMENT PREVENTION.** The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- A.** Contractor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy;
  - B.** Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - C.** Upon request of GBA, Contractor will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
- 14. SEVERABILITY.** If any provision of this Agreement should be ruled void or unenforceable or contrary to public policy by any court, then the remaining part of such provision and all other provisions of this Agreement shall survive and be enforceable, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 15. ENTIRETY.** The making, execution and delivery of this Agreement have been induced by no representations, statements or warranties other than those herein expressed. This instrument embodies the entire understanding of GBA and Contractor and there are no further or other agreements or understandings, written or oral, in effect between GBA and Contractor, relating to the subject matter hereof. This Agreement may be amended or modified only by a written instrument of equal formality signed by both GBA and Contractor.
- 16. GEORGIA LAW.** This agreement will be governed, construed, performed and enforced in accordance with the laws, other than the choice of law provisions, of the State of Georgia.

**IN WITNESS WHEREOF**, GBA and Contractor, acting by and through their duly authorized representatives, have signed, sealed and delivered these presents the day, month and year first above written.

**GEORGIA BUILDING AUTHORITY**

Printed Name: Marty W. Smith

Printed Name: \_\_\_\_\_

Title: Executive Director

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**

**GUIDELINES FOR WORKING WITHIN GBA FACILITIES**

(1) **ACCESS CARDS:** All Contractor employees, agents or subcontractors (“Employee” or “Employees”) performing work in GBA facilities or on GBA properties must be issued an access card by GBA’s Parking Services office. Each Employee is subject to a criminal background check by GBA’s third party investigation firm prior to issuance of an access card. The Contractor is responsible for payment of all costs incurred by GBA in the performance of the background checks and issuance of access cards. These background checks shall be completed annually.

a. Fees associated with background checks and access cards:

Item	Estimated Cost
<b>1. Background Investigations</b>	\$30.00 to \$50.00 per Investigation*  *Costs vary depending upon whether an out of state investigation is necessary.
<b>2. Replacement Access Card</b>	\$20.00 per Card
<b>3. Failure to Return Access Card at Project Completion or upon contractor employee discharge</b>	\$50.00 per Card
<b>4. Annual Access Card Renewals</b>	\$20.00 per Card

- b. At least ten (10) working days prior to starting work, the Contractor shall provide GBA’s Project Manager with a list of all Employees that will need access to GBA facilities along with the fee for the background investigation. All Employees must complete and submit the “Awareness Statement, Security Clearance Consent Form” and “Contractor Building Card and ID Authorization Form” in order for GBA to perform the background check and issue an access card.
- c. Upon completion of the background check, any Employee who, in GBA’s sole opinion, is a security risk will not be issued an access card. The fee for background investigations is non-refundable.
- d. Contractor shall make Employees available for the issuance access cards on a schedule to be negotiated with the GBA. Employees must appear in person along with a clear copy of their driver’s license and/or state ID for issuance of access cards. Access cards will be issued by GBA upon verification of identification. Access cards will be valid for the duration of the resulting contract but no longer than a maximum of one year. Should the work exceed one year, Contractor shall renew all access cards.
- e. Contractor shall ensure that all Employees wear access cards on their body in a readily visible manner at all times on GBA property. Any Employee without an access card will be denied entrance to the building or worksite.
- f. Individuals shall show access cards upon request. GBA may periodically verify access cards of contract employees with their personal government issued identification.
- g. Access cards must be returned to GBA within 24 hours of the dismissal or termination of any employee or within 48 hours of contract expiration. There shall be an automatic assessment

of the fee for cards not returned within the specified timeframe. Contractor agrees that access card costs due may be deducted from the Contractor's final compensation for the work.

- h. GBA reserves the right to limit or restrict access to buildings to authorized personnel and to prohibit access to particular subcontractors, agents, servants, or employees of Contractor.
- (2) **PARKING:** GBA will not provide parking space for the Contractor unless otherwise agreed to in writing. Contractors may park at a daily parking facility or purchase a monthly parking pass from GBA. Normal parking for vehicles loading or unloading goods, equipment, supplies and materials will be provided in designated areas. Contractors shall not block any loading dock area or permit its employees to park in the designated loading areas.
- (3) **COORDINATION OF WORK:** Contractor acknowledges that portions of the building where work is required may be occupied by State employees executing State business. Consequently, Contractor agrees that he shall perform his work in such a manner as to provide the least possible disruption to the occupants of the building. The Contractor shall provide the GBA Project Manager work scheduling requests well in advance of the work to be performed. Contractors shall contact the GBA Project Manager upon entering or leaving the facility or work site.
- (4) **FIRST AID:** In the event of injuries requiring assistance, Department of Public Safety, Capitol Police Division shall be immediately notified for assistance by dialing 404-624-7281.
- (5) **SMOKE FREE BUILDING:** All GBA buildings are smoke free, including parking facilities. Smoking is only allowed in designated areas outside the buildings.