

TASK ORDER CONTRACT
FOR _____
BY AND BETWEEN THE GEORGIA BUILDING AUTHORITY
CONTRACTOR NAME
CONTRACT NO. 900-XX-XXXX

THIS AGREEMENT is made this _____ day of _____ 2018, by and between the GEORGIA BUILDING AUTHORITY (GBA), an instrumentality of the State of Georgia, (hereinafter, called the “Owner”), with place of business at 1 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334, and **NAME OF CONTRACTOR HERE** (hereinafter, called the “Contractor”), whose mailing address is 510 Plaza Drive, Suite 2230, College Park, Georgia 30349.

WITNESSETH:

WHEREAS, the Owner has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in the Owner’s judgment necessary to carry on properly the business of the Owner pursuant to O.C.G.A. § 50-17-22(d)(2) – (4) and O.C.G.A. § 50-9-5(5); and

WHEREAS, the Owner selected Contractor pursuant to a competitive selection process; and

WHEREAS, the Owner may require certain handyman task order services; and

WHEREAS, Contractor possesses the skills and experience to provide such services.

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

ARTICLE 1

Services and Standards

1.1 The Contractor's Services. – The Contractor shall provide, for designated projects administered by the Owner, handyman services and associated administrative services (“Services”) as may be necessary for certain projects and as set forth by prospective mutual agreement of the Contractor and the Owner. The Services shall be provided on a requirements basis, upon issuance by the Owner of a specific Assignment Order to Contractor in response to acceptable per-project proposal(s), contingent on approval of proposal(s) by the Owner. An Assignment Order, in addition to authorizing the provision of Services relating to specific tasks under this Contract, shall also require the Contractor's acquisition of appropriate payment and performance bonds and procurement of specified insurance, issuance of the Certificate of Insurance, and other administrative undertakings as may be required by the Owner. The Assignment Order shall, by enclosure, incorporate certain contractual conditions including, but not limited to, General Conditions for small handyman projects, and any other special conditions as may be necessary for the project(s). Subsequent Assignment Orders may be issued on an “as required” basis for the term of this Contract for Services on additional projects. Portions of the Services may be performed by subcontractors, provided that the Owner has approved the employment of each such subcontractor. The Contractor remains fully responsible for all work performed by its subcontractors for the Owner on projects under this Contract. The Contractor shall promptly address all issues of subcontractor non-performance, and if necessary, replace such non-performing subcontractors to the satisfaction of the Owner.

1.2 Scope of the Contractor's Responsibilities. – The Contractor's responsibilities for the provision of the Services shall be defined by the Assignment Order, detailed by “exhibit” inclusion of an acceptable proposal of the Contractor, with additional project requirements and conditions by the Owner. Neither the Contractor nor the Owner shall be bound to the requirements of an Assignment Order unless mutually agreed and properly executed by both parties. The Contractor's responsibilities include general contractor responsibilities in managing the assigned Projects, close coordination with the Owner concerning the progress and issues affecting the assigned Projects, and monitoring and supervising the activities of subcontractors and possible other consultants on behalf of the Owner. The Contractor does not itself prepare any design or engineering plans or specifications for the Owner projects without authorization from the Owner. The Contractor will perform the Services for the benefit of the Owner and the Using Agency (as appropriate).

1.3 Standards. – The Contractor agrees that in performing this Contract, sound principles of handyman services and related activities shall be utilized and not disregarded. The Contractor shall provide Services conforming to the following standard:

The Contractor, 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 firms performing similar professional activities for handyman services 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 firms under similar conditions and like circumstances and shall perform such duties without neglect.

1.4 Use of the Contractor's Work Product, Confidentiality. – The Contractor understands, acknowledges, and agrees that the work product from this Contract is to be performed for the benefit of the Owner and the State of Georgia. No reports, information or other material given to or prepared by the Contractor under this Contract shall be made available to any person not on the project team by the Contractor without the prior written approval of the Owner unless otherwise required by law.

1.5 Ownership and Copyright. – All work product, information data, or documents produced hereunder by the Contractor and his subcontractor shall be deliverable to the Owner, and title thereto shall vest in the Owner regardless of the stage to which the work may have progressed. In addition, the Contractor hereby expressly assigns, transfers and otherwise quitclaims to the Owner, 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 Contractor, his employees, and his subcontractors. The Contractor further warrants that this transfer of copyrights and other rights is valid against the world. Finally, reproducible copies of all work products from this Contract shall be furnished to the Owner without cost. The Contractor may make and retain for its own use such additional copies as authorized by the Owner.

1.6 Owner Approvals. – The Contractor acknowledges and agrees that the approval or acceptance of work under this Contract by the Owner is limited to the function of determining whether there has been compliance with instructions issued to the Contractor regarding the Services. The Contractor agrees that no approval of the Services or work product by any person, body, or agency shall relieve the Contractor of the responsibility for the adequacy, fitness, suitability, and correctness of the Services in accordance with sound and accepted industry principles applicable to the Services. All Assignment Orders resulting from this Contract are subject to proper Owner approval, which shall require the signature of the Executive Director of the Owner or authorized designee.

ARTICLE 2

Term and Compensation

2.1 Term. – The Term of this Contract shall commence on May 1, 2018 and shall end on April 30, 2019. Within thirty (30) days prior to the expiration of the Contract, the parties may, upon mutual written agreement, extend this Contract for four (4) additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein. Any Assignment Order(s) issued prior to the final ending date shall be honored under this Contract and shall be completed no later than 180 days after the ending date or by the date established in the Assignment Order for completion, if the established date for completion is later than 180 days after this Contract expiration.

2.2 Time for Assignment Order Completion. – The time for completion of an Assignment Order shall be set forth in the individually negotiated Assignment Orders.

2.3 Price. – The Owner shall pay the Contractor by approved Lump Sum for each Assignment Order. Each Assignment Order shall set forth a maximum amount for such Assignment Order, which may be amended in writing by mutual agreement upon good cause for such amendment, or the Lump Sum, as applicable. The Owner shall reserve the right to obtain independent verification of any proposed Lump Sum price. The Owner, in its sole discretion, will make final determination of the acceptability of price. All proposals submitted by the Contractor in response to requests by the Owner for prospective projects must include total project lump sum pricing, proposed project time of completion (in days), detailed project team information as prescribed by the Owner, list of subcontractors, and any other relevant proposal information requested by the Owner.

2.4 Reimbursements. – No reimbursements are envisioned for any services under this contract, and none will normally be made for typical general Handyman Services. However, if reimbursable expenses are allowed for any reason and approved for a particular Assignment Order in advance in writing by the Owner, 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/02/sao/home/0,2474,39779022,00.html>.

2.5 Payments. – Payments shall be made as follows:

2.5.1 Invoices. – Compensation for services shall be based upon an invoice submitted to the Owner for payment that corresponds to the percentage of completion of the Services. Invoices for fees for Services (and, if applicable, associated approved reimbursements) shall be submitted monthly to the Owner for payment and shall show actual billable hours by category or by schedule of values, identified to each specific Assignment Order. Payments to Contractor will normally be made within thirty (30) days of receipt by the Owner of a complete and proper invoice.

2.5.2 Complete Services. – Final payment for Services on any specific Assignment Order shall not be due and payable until the Owner has accepted and approved the Services for that Assignment Order as complete.

2.5.3 Prompt Payment to Subcontractors. – The Contractor shall make payments to any approved subcontractors not more than fifteen (15) working days following receipt of payment from the Owner. Invoices of the Contractor for work subsequent to the first statement must contain a notice that "all subcontractors have been paid in full to the extent that the Contractor has been paid."

ARTICLE 3

The Owner Representative, Assignment, Assignment Order Format

3.1 Representative. –The Owner shall designate a representative authorized to act on behalf of the Owner on each Assignment Order. Such representative shall review all Services provided under the Assignment Order and shall render prompt decisions pertaining to the Assignment Order to avoid unreasonable delay in the provision of the Services.

3.2 Assignment. – The Contractor hereby agrees that the Owner, if it wishes to do so, may assign this contract to another governmental entity, which will be subject to the exact requirements of the Owner as described in this Contract. The Contractor hereby agrees that it shall not assign or transfer any interest or right in this Contract in whole or in part to any party.

3.3 Form of Assignment Order. – The form of Assignment Order for this Contract is set forth on Attachment “A” of this Contract.

ARTICLE 4

Insurance and Indemnity

4.1 Liability Insurance. – Within ten days after issuance of the first Assignment Order and during the entire period of the contract, the Contractor shall maintain commercial general liability insurance applicable to the Services being performed. The Contractor shall file with the Owner a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such commercial general liability insurance in limits of not less than \$1,000,000 per person / \$3,000,000 per occurrence, including business automobile liability coverage. Any deductibles and self-insurance retention may not be greater than \$25,000. All insurance policies applicable to this Contract shall include the Owner as an additionally insured party.

4.2 Workers Compensation Insurance. – Within ten days after issuance of Assignment Order No. 1 and during the entire period of the contract, the Contractor shall maintain Workers Compensation insurance in the statutory amounts required. The Contractor shall file with the Owner a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

4.3 Contractor Services Indemnity. – The Contractor shall indemnify, release and hold the Owner, its officers, members, employees and the State of Georgia, harmless from and against all liability, damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by the Owner and any of its officers, members, or employees), claims, suits and judgments, including for injury to persons or damage to property, to the extent arising or resulting from the acts of the Contractor, its subcontractors, or employees in connection with the delivery of the Services under this Contract.

ARTICLE 5

Immigration Reform and Control Act of 1986

5.1 Illegal Immigration Reform and Enforcement Act of 2011. 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.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract.

This Contract, with mutually-approved Assignment Order(s) shall constitute the entire individual project agreement(s) between the parties, hereby superseding all other prior and contemporaneous agreements, representations, statements, negotiations, and undertakings whether oral or written.

ARTICLE 6

Task Order Contract Provisions

6.1 Termination. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Agreement, the Authority without limiting its other remedies may terminate this Contract by written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed less set off for expense incurred by the Authority because of early termination. In any event, the Authority may also terminate this contract for convenience by giving written notice of at least twenty (20) working days. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed less set off for expense incurred by the Authority because of early termination.

6.2 Security. The Contractor agrees for itself and on behalf of employees, subcontractors or others performing work hereunder to be bound by security measures prescribed by the Authority for the protection of persons and property in the vicinity of the work. All such personnel shall be subject to background investigation, and agree to wear contractor identification badges at all times while on the premises. Badges are available upon application and are valid for a one year period or until the completion or termination of the Agreement, and must be obtained prior to commencement of the work (allow three to five days to process) and returned upon termination or expiration of the Agreement. Should the work exceed one year, Contractor shall renew badges.

6.3 Captions. The caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.

6.4 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.

6.5 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 follows:

Owner:

Steven L. Stancil
Executive Director
Georgia Building Authority
One Martin Luther King, Jr., Drive
Atlanta, Georgia 30334

Copy:

Rey Palma, Procurement Services Director
Georgia Building Authority
One Martin Luther King, Jr., Drive
Atlanta, Georgia 30334

Contractor:

NAME OF PRINCIPAL

COMPANY NAME

ADDRESS 1

ADDRESS 2, ZIP CODE

The sender of such notice shall require the United States Postal Service to “show to whom, date and address of delivery” of said notice. 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.

6.6 Drug Free Workplace. The Contractor acknowledges that it is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia. The Contractor does hereby certify that it and its subcontractors comply with the aforesaid code section.

6.7 Conflicts of Interest. The Contractor 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.

6.8 Severability. If any provision of this Contract 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 Contract 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.

6.9 Entirety. The making, execution and delivery of this Contract have been induced by no representations, statements or warranties other than those herein expressed. This instrument inclusive of all attachments and exhibits hereto embodies the entire understanding of the Authority and Contractor and there are no further or other agreements or understandings, written or oral, in effect between the Authority and Contractor, relating to the subject matter hereof. This Contract may be amended or modified only by a written instrument of equal formality signed by both the Authority and Contractor.

6.10 Georgia Law. This contract will be governed, construed, performed and enforced in accordance with the laws, other than the choice of law provisions, of the State of Georgia.

6.11 Attachments and Exhibits. All Attachments and Exhibits to this Agreement are hereby incorporated by this reference, in their entirety, as if wholly written into the body of the Agreement.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET OUT BELOW. EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

GEORGIA BUILDING AUTHORITY

CONTRACTOR NAME

Steven L. Stancil

Printed Name: _____

Executive Director, GBA

Title: _____

By: _____

By: _____

(Signature)

(Signature)

ATTACHMENT "A" TO TASK ORDER CONTRACT

Form of Assignment Order

ASSIGNMENT ORDER NUMBER *****

TASK ORDER FOR _____

900-XX-XXX

THIS AGREEMENT is made the ** day of *****, 20**, by and between the GEORGIA BUILDING AUTHORITY, an instrumentality of the State of Georgia, (hereinafter, called "Owner"), with a place of business at *****, Atlanta, Georgia 30334 and ***** (hereinafter, called the "Contractor"), whose mailing address is *****

WITNESSETH:

WHEREAS, the Owner has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in the Owner's judgment necessary to carry on properly the business of the Owner pursuant to O.C.G.A. § 50-17-22(d)(2) – (4) and O.C.G.A. § 50-9-5(5); and

WHEREAS, the Owner and Contractor are parties to an active and valid Task Order Contract for Handyman Services;

NOW, THEREFORE, The Owner and the Contractor in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish all labor, materials, tools and equipment to perform all the Work described in Exhibit "A" {INSERT NAME OF PROJECT}, Proposal of Contractor. It is the intent and it is hereby agreed that the Contractor shall assure performance of all work covered by this (Assignment Order /or the Contract Documents.)
2. TIME OF COMPLETION - This Contract shall be commenced within ten (10) days after notice to proceed is issued by the Owner and shall be fully completed in _____ consecutive calendar days from and including the date of the Proceed Order, time being of the essence.

3. CONTRACT SUM - The Owner shall pay the Contractor the sum of {INSERT BID AMOUNT, WRITTEN AND NUMBERS} subject to adjustment by additive or deductive Change Orders.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

GEORGIA BUILDING AUTHORITY

{CONTRACTOR}

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____

(Signature)

By: _____

(Signature)

Enclosures: TBD

ATTACHMENT "B" TO TASK ORDER CONTRACT
RFQC RESPONSE

**ATTACHMENT “C” TO TASK ORDER CONTRACT
RFQC SOLICITATION DOCUMENT**