**General Consultant Agreement**

Project No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Description/Address:\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT** made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20--\_, by and between

Georgia Tech Facilities, Inc., (herein after known as “**GTFI**”), whose address is 221 Uncle Heinie Way, Lyman Hall, Atlanta, Georgia 30332-0257

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter known as “**Consultant**”), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Consultant’s SSN or FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for certain consulting services.

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

1. **Services and Standards**
	1. **Consultant’s Services.** Consultant shall provide consulting services (“Services”) as set forth in Exhibit A - Services. Subconsultants may provide portions of the Services, provided that GTFI has approved, in writing, each such subconsultant and, further, provided that the Consultant remains fully responsible for all Services provided by its subconsultants.
	2. **Standard of Care.** Consultant shall provide the Services consistent with the skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). Consultant shall provide the Services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Services.
	3. **Coordination with other GTFI Vendors.** Consultant shall provide the Services in conjunction and in coordination with the services of other GTFI vendors and consultants, as designated by GTFI from time to time.
	4. **Use of Consultant’s Work Product, Confidentiality.** Consultant understands, acknowledges, and agrees that any work product resulting from this Agreement may be utilized in the design and construction of a public works project. No reports, information, or other material given to or prepared by the Consultant under this Agreement shall be made available to any person by the Consultant without the prior written approval of GTFI, unless otherwise required by law.
	5. **Ownership and Copyright.** Without limitation, all studies, study calculations, drawings, specifications, other data, and embodiments of such documents (collectively “Work Product”) produced in connection with the Services hereunder by Consultant and its subconsultants shall be delivered to GTFI, and title thereto shall vest in GTFI regardless of the stage to which the development of such Work Product may have progressed. In addition, Consultant hereby expressly assigns, transfers, and otherwise transfers to GTFI, its successors, and assigns forever, all rights, title, and interest, including all copyrights and all termination/renewal rights for such copyrights and all causes of action accruing under such copyrights, in all Work Product produced hereunder by Consultant, its employees, or its subconsultants. Consultant shall provide GTFI reproducible copies of all Work Product without cost whether the work for which they are made be executed or not. Consultant may make and retain for its internal use such additional copies as it may desire.
	6. **GTFI Approvals.** Consultant acknowledges and agrees that GTFI does not undertake to approve, pass upon, or inquire into the adequacy, fitness, suitability, or correctness of any Work Product or Services. Consultant acknowledges and agrees that the approval or acceptance of any Work Product or Services is limited to the function of determining whether the Consultant has complied with instructions issued to the Consultant by GTFI regarding the Services. Consultant agrees that no approval of the Services or Work Product by GTFI shall relieve Consultant of the responsibility for the adequacy, fitness, suitability, and correctness of the Services or any Work Product in accordance with the Standard of Care.
2. **Term and Compensation**
	1. **Term.** The Term of this Agreement shall commence on the date set forth above and shall terminate upon completion and acceptance of the Services by GTFI.
	2. **Time for Completion.** Consultant shall complete all Services not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	3. **Compensation.** As compensation for providing the Services, GTFI shall pay Consultant a lump sum fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including all expenses, unless otherwise approved in advance in writing by GTFI.
	4. **Other Reimbursements.** If approved by GTFI in writing in advance, GTFI will reimburse Consultant for the actual, documented, out-of-pocket costs incurred by Consultant in the performance of the Services. Should GTFI approve reimbursement of travel, subsistence, and accommodation expenses incurred by Consultant in the performance of the Services, such travel, subsistence, and accommodation expenses shall be reimbursed at actual documented cost and in accordance with State of Georgia travel regulations issued by the State of Georgia Auditor. Consultant must provide copies of receipts for all expenses for which reimbursement is requested.
	5. **Payment.** GTFI shall make payments to Consultant in accordance with the following provisions:
		1. **Interim Progress Payments.** Compensation for Services and approved expenses shall be based upon an invoice submitted to GTFI monthly for payment that corresponds to the percentage of Services completed the previous month. GTFI will make payment to Consultant within thirty (30) calendar days following GTFI receipt of a properly documented invoice.
		2. **Final Payment.** Final payment for Services shall not be due and payable until GTFI has accepted and approved all Services, and the Consultant has submitted a final invoice therefore.
		3. **Prompt Payment to Subconsultants.** Consultant shall make payments to any approved subconsultants within fifteen (15) calendar days following receipt of payment from GTFI. Invoices of the Consultant for compensation following the initial invoice must contain a statement certifying “all subconsultants have been paid in full to the extent that the Consultant has been paid.”
	6. **Maximum Amount Payable.** In no event shall GTFI be liable for compensation to Consultant in excess of the compensation set forth above, unless otherwise approved by GTFI as an amendment to this Agreement.
3. **GTFI Representative, Assignment**
	1. **Representative.** GTFI shall designate a representative authorized to act on behalf of GTFI for this Agreement. Such representative shall review and approve all Services and shall render prompt decisions pertaining to the Services and the Agreement in order to avoid unreasonable delay in the provision of the Services.
	2. **Assignment.** Consultant hereby agrees that GTFI may assign this Agreement to another entity, as long as such entity agrees to assume GTFI’s rights and obligations under the Agreement. Consultant hereby agrees it shall not assign or transfer any interest or right in the Agreement in whole or in part to any party without the express written consent of GTFI.
4. **Insurance and Indemnity**

Consultant shall purchase and maintain insurance coverage as required by Exhibit B – Insurance Requirements.

1. **Personal Services**

In contemplation that the Services are personal, Consultant hereby agrees that no material change under which the Consultant shall provide the Services may be made without advance written consent of GTFI, and such consent may be conditioned upon retention of key Consultant staff for performance of the Services. In the event of a change in business form during the Term of this Agreement, Consultant shall notify GTFI in writing and shall include in the notice all updated business information, including any updated tax identification number.

1. **Access to Records**
	1. **Access and Audit.** GTFI shall have access to any pertinent books, documents, papers, and records of the Consultant for the purpose of making audit examinations, excerpts, and transcripts relative to this Agreement. Records of reimbursable expenses and expenses pertaining to the Services shall be maintained on the basis of generally accepted accounting principles and shall be available to GTFI at mutually convenient times, but in no event more than 72 hours after a written request from GTFI.
	2. **Open Records Act.** Consultant acknowledges that the Services may affect property owned by the State of Georgia. Consultant hereby consents that this Agreement and all Work Product produced therefrom shall be shall be subject to the requirements of the Open Records Act (see O.C.G.A**.** §50-18-70). Consultant hereby acknowledges that non-compliance with the Open Records Act may constitute a criminal act. Consultant must respond within 24 hours to a written request by GTFI to produce records or other Work Product under the provision of the Open Records Act. Failure to comply with the requirements of the Open Records Act will be deemed a material breach of this Agreement which may result in termination.
2. **Contract Adjustments and Termination**
	1. **Changes**
		1. GTFI may, without invalidating the Agreement, order changes in the Services within the general scope of the Agreement. GTFI shall issue such changes in writing. Consultant shall be entitled to an equitable adjustment in compensation and the time for completion as a result of changes to the Services.
		2. Supplemental agreements resulting from a change in the Services required by this Agreement shall not be valid or effective until executed by all parties to this Agreement.
	2. **Other Consultants**. GTFI may contract with other consultants to perform services directly to GTFI without invalidating this Agreement.
	3. **Termination**
		1. Termination for Convenience. GTFI may at any time, and for any reason or without any reason or cause, terminate this Agreement by written notice to Consultant specifying the termination date. In the event of termination under this provision, GTFI shall pay Consultant all compensation properly due (i) for Services already performed prior to the effective date of termination, and (ii) for all reimbursable expenses properly incurred prior to the effective date of termination. In the event of such termination, Consultant shall have no claim in excess of what is allowed in this Section 7.3.1 for any payment as a result of or relating to such termination.
		2. Termination for Cause. In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Agreement, or if for any cause fails to make progress in the work hereunder in a reasonable manner, or if the conduct of the Consultant impairs or prejudices the interest of GTFI or violates any of the terms, covenants, or provisions of this Agreement, GTFI shall have the right to terminate this Agreement by giving notice in writing of the fact and date of such termination to Consultant, and all Work Product and other documents relating to the Services shall be surrendered forthwith by the Consultant to GTFI. In the event of termination under this provision, GTFI shall pay Consultant all Compensation properly due (i) for Services properly performed prior to the effective date of termination, less all damages incurred by GTFI as a result of such cause, and (ii) for all reimbursable expenses properly incurred prior to the effective date of termination. In the event of such termination, Consultant shall have no claim in excess of what is allowed in this Section 7.3.2 for any payment as a result of or relating to such termination.
3. **Miscellaneous Provisions**
	1. Gender. Throughout this Agreement, both GTFI and Consultant are referred to in the masculine gender for the convenience of both parties. The use of the masculine gender is not intended to and does exclude GTFI or Consultants of the feminine gender.
	2. No Estoppel. No course of action or failure to act by GTFI or any of its officers, members, employees, agents or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to prevent GTFI from enforcing its provisions.
	3. Captions. The caption of each numbered provision herein is for identification and convenience only and shall be completely disregarded in construing this Agreement.
	4. Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties to be notified at such party’s address as shown in this Agreement.
	5. Applicable Law. Consultant shall comply with all laws, rules, regulations, ordinances, and orders of the State of Georgia and any government agency having jurisdiction in the performance of the Services.

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

**CONSULTANT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Print Name/Title)

**ATTEST:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Print Name/Title)

{Affix seal over signature}
[If not a corporation, signature must be notarized}

**USING AGENCY**: Georgia Tech Facilities, Inc. (GTFI)

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Print Name/Title)

**WITNESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Print Name/Title)

Consultant shall provide the following Services under this Agreement:

[INSERT SCOPE OF SERVICES]

# ARTICLE B1   TYPES AND LIMITS OF COVERAGE

From insurers authorized and licensed to provide insurance in the State of Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Consultant under the Agreement. Within ten (10) calendar days after execution of the Agreement and during the entire period of the Consultant’s responsibility under the Agreement, the Consultant shall maintain the following insurance coverages. The Consultant shall file with GTFI and the Georgia Institute of Technology a certificate of insurance from an insurance company rated at least A- by the A.M. Best Company and licensed to do business in the State of Georgia showing evidence of insurance as follows:

§ B1.1. Worker's Compensation and Employer's Liability. Statutory coverage; Employer's Liability in the minimum amount of $1,000,000 per occurrence;

§ B1.2 Commercial General Liability Insurance. Commercial General Liability Insurance (1996 ISO occurrence form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations, including products and completed operations, personal and advertising injury and contractual liability. The Commercial General Liability Insurance shall provide a minimum the following limits:

|  |  |
| --- | --- |
| **Coverage** | **Limits** |
| Premises and Operations | $1,000,000 per occurrence |
| Products and Completed Operations | $1,000,000 per occurrence |
| Personal and Advertising Injury | $1,000,000 per occurrence |
| Contractual Liability | $1,000,000 per occurrence |
| General Aggregate | $2,000,000 |

§ B1.3 Business Automobile Liability Insurance with limits of not less than $1 million per occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles.

§ B1.4 Commercial Umbrella Liability Insurance with limits of not less than $2 million per occurrence.

§ B1.5. Commercial general liability, business automobile liability, and commercial umbrella liability insurance policies shall name the officers, agents and employees of GTFI and the Board of Regents of the University System of Georgia as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act, O.C.G.A. Section 50-21-20 et seq. The commercial general liability policy must provide primary limits over any other liability policy provided by the State of Georgia for any claims not covered by the Georgia tort Claims Act.

§ B1.6 Professional Liability (Errors and Omissions) Insurance. For Services provided under this Agreement that are classified as “professional” by the State of Georgia Department of Administrative Services, State Purchasing Division, the Consultant shall maintain professional liability (errors and omissions) insurance in limits not less than the following:

 (a) For all projects - $2,000,000 per claim and $2,000,000 in aggregate coverage;

(b) The Consultant shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Consultant for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

§ B1.7 Maximum Deductible. No policies shall specify a deductible of more than $100,000 per claim. If demanded in writing by the insurer and with GTFI’s approval, the deductible limit may be increased to an amount not in excess of the limit established for Consultants under the usual deductible guidelines of the insurer.

§ B1.8 Insurer's Endorsement. Each certificate of insurance shall bear an endorsement in words exactly as follows:

*Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty calendar days (ten calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the party to be notified at such party's address as follows:*

Georgia Tech Facilities, Inc.
221 Uncle Heinie Way
Lyman Hall
Atlanta, Georgia 30332-0257
Attn: Executive Director

# ARTICLE B2   INSURANCE PREMIUMS AND DEDUCTIBLES

The insurance (other than Professional Liability) required by the provisions of this Exhibit B shall be primary and non-contributory to GTFI. Neither the procurement nor maintenance of any type of insurance by the Consultant shall in any way be construed or be deemed to limit, discharge, waive or release the Consultant from any of the obligations or risks imposed upon the Consultant by this Agreement or to be a limitation on the nature or extent of such obligations and risks. Consultant is solely responsible to pay all premiums and for all deductible amounts required by insurance provided by the Consultant. All insurance obtained by the Consultant and all deductible amounts are subject to the approval of GTFI, not to be unreasonably withheld.

# ARTICLE B3   WAIVER OF SUBROGATION

There is no waiver of subrogation rights by either party with respect to insurance.

1. University Standards – In addition to the documents referenced elsewhere in this contract, the Consultant shall comply with the requirements set forth in the most current version of the Georgia Tech Architectural and Engineering Design Standards for Building Technology (also known as the Georgia Tech “yellow book”). This document includes campus technical design standards for both renovation and new construction: http://www.facilities.gatech.edu/dc/standards/

2. Insert additional or "N/A"

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

• “Name of Employer” shall mean “Georgia Tech Facilities, Inc, for the use and benefit of Georgia Institute of Technology, Using Agency”

• “Name of Project” shall mean “Project No. Insert Project Number, Description”

**Consultant Affidavit**

By executing this affidavit, the undersigned consultant verifies that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Tech Facilities, Inc., has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program. Furthermore, the undersigned consultant will continue to use the federal work authorization program throughout the contract period and the undersigned consultant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who also use and shall continue to use the federal work authorization program. 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

Georgia Tech Facilities, Inc., for the use and benefit of the Georgia Institute of Technology

 Name of 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:

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