

TRANSMITTAL: Request for Qualifications

To:	Consulting Firm	Sent Via:	N/A
From:	David Yoo	Date:	N/A
Re:	Request for Consulting Services Qualification	Pages:	(37) Pages

Grady Health System Facilities Development (GHS-FD) appreciates your interest in providing consulting services and our intention is to qualify your firm for project consultant involvement.

GHS-FD provides services for maintenance, engineering and construction operations for all the GHS facilities. GHS-FD typically manages projects that have dollar values ranging from \$2,000 to \$20,000,000. GHS-FD manages approximately 150-200 projects annually. New design and construction, light and heavy interior and exterior renovation, equipment replacements, engineering studies, commissioning of existing utility systems, asbestos abatement, and cosmetic upgrades are the types of projects GHS-FD is involved with annually.

GHS-FD is soliciting a qualification package in order to add your firm to our bid list for future project work. We are looking for favorable experience, size, services offered, insurance, bonding capacity, references, financial strength, and safety records.

Per your expressed interest, GHS-FD is requesting the completion of the **Qualification Form** attached. Please be sure to include the requested back-up documentations including signature of acceptance of GHS-FD **General Conditions of Contract** for Consulting Services (form attached). The **W-9 Form** is also required. Feel free to send any additional documents such as brochures, business cards, etc.

Please send the qualifications package to:

Grady Health Systems
Attn: David Yoo, Facilities Development
80 Jesse Hill Jr. Drive, S.E.
P.O. Box 26083
Atlanta, GA 30303

GHS-FD encourages the participation of local, small, minority, women, and disadvantaged businesses.

GHS-FD is excited and looks forward to possibly working with your firm. Please do not hesitate to call me at 404-616-3872 or by email at dyoo@gmh.edu if you have any questions or concerns. We look forward to hearing from you.

Sincerely,

David Yoo

Project Manager
GHS-FD

Professional Services Qualification Form

Name: _____	Date: _____
Address: _____	Contact: _____
City/State/Zip: _____	Phone No. _____
	Email: _____
President: _____	Type of Firm: <input type="checkbox"/> Corporation
Vice President: _____	<input type="checkbox"/> Partnership
Sec/Treas: _____	<input type="checkbox"/> Other

Year Founded _____	Years under present name: _____	Years Performing Work Specialty: _____
Work now under Contract: _____		Percentage of Work Performed by Own Forces: _____
Average Contract Amount: _____		Contract Range: _____ to _____
Work in Place Last Year: _____		Average Annual Sales last Three Years: _____
Average Work in Place Last 3 Years: _____		Number of Employees in the Office: _____
Georgia Architectural/Engineering License Number: _____		

Fundamental Services Offered by Your Firm:

- Planning/Programming Master Planning: _____
- Architectural Design: _____
- Interior Design: _____
- Engineering (Specify): _____
- Landscape Architecture/Design: _____
- Construction Management: _____
- Other (Specify): _____

Is your firm presently using CAD? Yes No System: _____

Current Work (Health Care, Commercial, Hospitality, Other)	Quality of Work Performed References:		
_____ % Volume	Institution	Contact	Phone
_____ % Volume	_____	_____	_____
_____ % Volume	_____	_____	_____
_____ % Volume	_____	_____	_____

Submit a list of relevant projects and references with this form

Insurance Company: _____	Contact: _____	Phone: _____
General Liability Policy Number: _____	Limit: _____	Effective Period: _____
Automotive Liability Policy Number: _____	Limit: _____	Effective Period: _____
Workers Compensation Policy Number: _____	Limit: _____	Effective Period: _____
Excess Liability Policy Number: _____	Limit: _____	Effective Period: _____

Submit a copy of your latest Certificate of Liability Insurance with this form.

Bank: _____	Phone No.: _____
Address: _____	Contact: _____
City/State/Zip: _____	

Professional Services Qualification Form – page 2

Federal Identification Number: _____

Dunn and Bradstreet Number: _____

Submit a copy of your latest Financial Statement with this form

Has Firm Failed to Complete a Contract? Yes No

Has Firm been involved in Bankruptcy or Reorganization? Yes No

Does Firm have any Pending Judgements, Claims, or Suits? Yes No

If the answer to any of the last three questions is yes, submit details.

Credit References:

	Items Supplied	Name	Monthly Bill	Contact/Phone
Suppliers	_____	_____	_____	_____
	_____	_____	_____	_____
Other	_____	_____	_____	_____
	_____	_____	_____	_____
Contractors	_____	_____	_____	_____
	_____	_____	_____	_____

Is Firm qualified as a local, small economically disadvantaged business that is certified by the City of Atlanta, Fulton County, DeKalb County and/or the Georgia Department of Transportation? Yes No

If yes, where: _____

Enclose Copy of Certification

Signature – Information Release:

My signature below authorizes any references including credit-reporting agencies to furnish information requested by GHS-FD.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Name: _____ Title: _____ Date: _____

Comments:

GHS-FD Comments:

General Conditions of Contract Acceptance Form

Firm:

To whom it may concern:

Type of General Conditions of Contract Accepted (Circle all that Apply): Architect Contractor Engineer Consulting Services

I certify that the terms and General Conditions of Contract Between Owner and our firm have been specifically noted and that I have taken them into consideration in the submission of this Qualifications Package. I agree to abide by the General Conditions of Contract Between Owner and Consultant and certify that I am authorized to sign this acceptance form.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

By:

NAME: _____

TITLE: _____

PHONE: () _____

FAX: () _____

SIGNATURE: _____

DATE: _____

Note: this form may, at the firm's discretion, be replaced by another document to the same effect.

**GENERAL TERMS AND CONDITIONS
OF CONTRACT BETWEEN
OWNER AND CONSULTANT**

(For Review and Acceptance in Order to Be Pre-Qualified)

**FULTON-DEKALB HOSPITAL AUTHORITY
(D/B/A GRADY HEALTH SYSTEM)**

**80 Jesse Hill Jr. Drive, SE
Atlanta, Georgia 30303**

("Owner")

and

("Consultant")

Date: Same as date on page 3

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**GENERAL TERMS AND CONDITIONS OF
CONTRACT FOR
PROFESSIONAL SERVICES**

THIS DOCUMENT OF GENERAL TERMS AND CONDITIONS OF CONTRACT ("Document") FOR PROFESSIONAL SERVICES is made as of xx/xx/xx, by and between Fulton-DeKalb Hospital Authority (d/b/a Grady Health System), a Georgia not-for-profit corporation ("Owner"), and xxxxx, LLC ("Consultant").

RECITALS

- A. Owner may desire to engage Consultant for the performance of professional services.
- B. In order to engage the services of Consultant, Owner shall issue an offer substantially in the form of Exhibit A, which is attached and incorporated by reference (the "Project Engagement Letter"). The Project Engagement Letter shall set forth the scope of the work, the consideration to be paid and other project-specific matters. The provisions of the Project Engagement Letter shall be controlling to the extent they are inconsistent or conflict with any of the provisions of the Document.
- C. The parties understand and agree that this Document sets forth the general terms and conditions of the contract which is formed upon the issuance and acceptance of a Project Engagement Letter; together these documents are hereafter referred to as the "Contract."
- D. This Document shall constitute the controlling general terms and conditions upon the acceptance of a Project Engagement Letter. Separate and distinct Project Engagement Letters may be issued by Owner during the term of this Document. Each such Project Engagement Letter together with the general terms and conditions contained in this Document shall constitute a separate and distinct Contract.

THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Consultant agree as follows:

1. CONSULTANT'S SERVICES

- A. Consultant shall perform the professional services that are described in the applicable Project Engagement Letter. Consultant shall furnish all professional services, labor, materials, tools, equipment and supervision necessary and appropriate to fully perform the described professional services.
- B. In performing the professional services, Consultant shall comply with, and shall cause its subconsultants, subcontractors, agents, employees and representatives to comply with, all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees in effect as of the date of the applicable Project Engagement Letter (collectively, "Laws"). If Consultant should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the professional services to be performed, Consultant shall immediately notify Owner in writing of any discrepancy or inconsistency, recommend a course of action to remedy the situation and shall conform the professional services to any orders or instructions issued by Owner.
- C. Consultant shall notify Owner in writing if: (i) Consultant is served with a notice of violation of any Laws that relate to the performance of the professional services; (ii) proceedings are commenced that could lead to revocation

of any registrations, certifications, permits, licenses or any other authorizations or approvals from any governmental entity or professional organizations or associations that relate to the performance of the professional services (collectively, "Certifications"); (iii) any Certifications are revoked; or (iv) litigation is commenced against Consultant that could affect the performance of the professional services.

- D. Consultant shall use qualified and experienced personnel and suitable equipment and materials to perform the professional services in accordance with the Contract. To the extent required by any Laws, each person assigned to perform any part of Consultant's obligations shall be licensed or certified.
- E. Consultant understands that: (i) the professional services shall be performed for the benefit of Owner; (ii) Owner shall be responsible for making payments to Consultant.

2. COMPENSATION

Subject to the other requirements of this Agreement, Owner shall compensate Consultant for professional services properly and fully performed and allowable expenses incurred as stated in the applicable Project Engagement Letter. Consultant shall not invoice Owner for any mark-up, including on the cost of any materials or disbursement.

3. INVOICES AND PAYMENT

- A. Except to the extent otherwise provided in the applicable Project Engagement Letter, Consultant shall invoice Owner monthly for its fees, expenses and costs incurred during the prior month or for such amounts for which Consultant seeks compensation in accordance with any schedule of payments that may be set forth in the Project Engagement Letter. Each invoice shall include: (i) a detailed statement of all professional services performed during the month; (ii) a comparison of professional services scheduled to be performed with those actually performed; (iii) a list of all subconsultants, subcontractors and suppliers who provided services, including an itemized and detailed list of the cost of their services, if applicable; (iv) such backup documentation as Owner may reasonably request to substantiate the amounts properly owing to Consultant; and (v) Consultant's certification that the professional services for which payment is sought have been completed in accordance with the Contract.
- B. Provided that an invoice with all required supporting documentation has been received by Owner not later than the 10th day of a month, Owner shall pay all amounts properly owing to Consultant within forty-five (45) days. However, if Owner objects to all or any portion of any invoice, then Owner shall so notify Consultant within fifteen (15) days from receipt of such invoice, giving Consultant reasons for the objection. Owner shall not pay that portion of the invoice that has been objected to, but shall pay any portion of the invoice not objected to within forty-five (45) days. Unless otherwise directed in writing, all invoices shall be submitted to: Grady Health System – Facilities Development., Attn: GHS Facilities Development Accounts Payable, 80 Jesse Hill Jr. Drive, SE –Atlanta, GA 30303.
- C. If requested by Owner, Consultant also shall submit with any application for payment, in a form reasonably satisfactory to Owner, a sworn statement setting forth a list of all subconsultants, subcontractors and material suppliers retained by Consultant in connection with the performance of the professional services, the amount of each such subcontract, the amount paid to date and the amount remaining to be paid, together with a lien waiver from Consultant and each such subconsultant and subcontractor covering the amounts for which payment is then being sought. Final payment shall not be due until Consultant has delivered to Owner: (i) an affidavit that all professional services have been fully

and satisfactorily performed; (ii) a final sworn statement from Consultant together with final lien waivers from Consultant and all subconsultants and subcontractors; and (iii) a complete release of any liens that may have been filed as a consequence of the performance of the professional services, or a bond satisfactory to Owner indemnifying it against any such liens. Consultant understands and agrees that Owner may apply any and all amounts owing to Consultant to the discharge of any liens that are not so released or bonded over. If any liens remain unsatisfied after all payments are made, Consultant shall pay to Owner on demand all amounts that Consultant may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

4. NO PAYMENT FOR DEFICIENCIES IN WORK

No compensation shall be paid to or claimed to be owed by Consultant for professional services required to correct deficiencies attributable to errors or omissions of Consultant or its subconsultants or subcontractors, and all such errors or omissions shall be corrected at Consultant's sole cost and expense. Any dispute between the parties as to whether certain deficiencies are attributable to errors and omissions shall be resolved pursuant to Section 22.

5. WITHHOLDING PAYMENTS TO CONSULTANT

Owner shall have the right to withhold from payment due Consultant such sums as are reasonably necessary to protect Owner from any loss or damage that may result from: (i) the negligence or unsatisfactory work of Consultant or its subconsultants, subcontractors, affiliates, agents or employees; (ii) the failure by Consultant or any subconsultant, subcontractor, agent or employee to perform the required professional services; or (iii) claims filed against the Owner relating to Consultant's professional services. Any sums withheld from Consultant as provided in this Section and subsequently determined to be due and owing to Consultant, shall be paid to Consultant within twenty-one (21) days.

6. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant represents and warrants to Owner that:

- A. Consultant has visited the building or buildings involved with the Contract and is familiar with all site conditions that may affect the professional services;
- B. Consultant, and each subconsultant, subcontractor, agent or employee, has the training, capability, experience, expertise, and approvals necessary to perform the professional services in accordance with the Contract. If requested by Owner, Consultant shall submit copies of any certifications, registrations, permits, licenses or other authorizations prior to the commencement of the professional services;
- C. Consultant shall perform the professional services promptly, diligently and continuously with an adequate number of qualified personnel to ensure completion by the scheduled completion date;
- D. Consultant possesses and shall keep in force all required licenses, permits and accreditation necessary to perform the professional services;
- E. Consultant shall perform the professional services in compliance with all Laws, including all applicable federal, state and local laws and regulations in effect at the date of the applicable Project Engagement Letter;
- F. The subconsultants, subcontractors, employees and agents of Consultant are fully qualified, licensed and certified, as may be required, and skilled to perform the professional services;

- G. All information previously provided by Consultant regarding Consultant's qualifications is complete and accurate;
- H. No prior or present services provided by Consultant to third parties conflict with the interests of Owner in respect to the professional services being provided pursuant to the Contract except as shall have been expressly disclosed in writing by Consultant to Owner and consented to in writing by Owner;
- I. Consultant has the full power to execute, deliver and perform the Contract and has taken all necessary action to authorize such execution, delivery and performance; the individual(s) executing the Contract are duly authorized to sign the same on Consultant's behalf and to bind Consultant; and
- J. Consultant is financially solvent, able to pay debts as they mature and is possessed of sufficient working capital to complete the services and obligations required under the Contract.

7. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT AND SUBCONSULTANTS

- A. Consultant is engaged by Owner only for the purpose, and to the extent, set forth in the Contract. Consultant understands and agrees that Consultant is an independent contractor and no conduct by any party will, at any time, be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Owner and Consultant, or between the respective officers, directors, partners, managers, employees or agents of Owner, on the one hand and Consultant on the other hand. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subconsultants, subcontractors and agents. Consultant shall not be an employee or agent of Owner, nor claim to be acting as such, and shall have no authority whatsoever to bind Owner, waive any contractual requirements or make any statements or representations on behalf of Owner.
- B. Consultant shall, at its own expense, comply with all applicable worker's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall abide by the Occupational Safety and Health Act of 1970, as the same may be amended from time to time (OSHA), applicable federal, state and local environmental, safety, health and other applicable laws and regulations.
- C. Unless otherwise specifically requested by Owner in writing, Consultant shall cause its employees, agents, and invitees to observe the working hours, rules and security regulations of Owner and to perform their respective duties in a manner that does not unreasonably interfere with the business and operations of Owner. Consultant shall take all necessary precautions to assure the safety of its employees, all equipment and supplies, and all property of Owner or other parties that may be affected by the performance of the professional services. If so requested by Owner, Consultant shall promptly replace any employee or agent performing the services if, in the sole opinion of the Owner, such performance is unsatisfactory.
- D. Consultant shall not subcontract any of its work under the Contract without first securing Owner's approval of the subconsultant or subcontractor and of the subcontract as to the price and other terms and conditions. Each subcontract shall: (i) require such work to be performed in accordance with the Contract, including without limitation all applicable Laws, and (ii) require the subconsultants or subcontractors to agree to be bound by all the terms and conditions of the Contract.

8. STANDARD OF CARE OWED BY CONSULTANT

The Consultant's services shall be performed in accordance with the care, diligence and professional standards commensurate with consulting firms in the locality in which the services are performed, engaged in connection with services of similar scope and magnitude and under similar conditions and circumstances. All services of the Consultant shall be performed as expeditiously as is consistent with

the aforesaid standard and the orderly progress of the work in accordance with a schedule approved by Owner. Consultant shall exercise the highest degree of care when performing hazardous or dangerous activities. Whenever on any property owned or controlled by Owner, Consultant will conduct its activities in a manner that shall, to the greatest extent practicable, avoid any risk of injury to persons and damage to property.

9. INDEMNIFICATION BY CONSULTANT

To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless Owner, their subsidiaries and their agents, directors, officers, trustees, employees and volunteers (collectively referred to as "Indemnitees") from and against any and all claims, demands, suits, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and court costs, which may be alleged, claimed, or recovered against Indemnitees arising out of, resulting from, or in any way connected to the performance or nonperformance of the services under the Contract, whether as a result of breach of contract, tort or otherwise, including but not limited to any such claim, demand, suit, damage, loss or expense attributed to personal injury, sickness, disease, death, or injury to or destruction of property, including loss of use, caused in whole or in part by the negligent acts or omissions of Consultant, any subcontractor, agent, or anyone directly or indirectly employed by Consultant or anyone for whose acts Consultant is, or may be, liable or any other person or persons including but not limited to Owner, their agents and employees. Consultant's obligations of indemnification shall exclude only those matters in which the claim, demand, suit, damage, loss or expense arises out of allegations of the sole negligence of Owner, or any of their respective agents, servants and employees.

10. CONSULTANT'S WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall Owner be liable for consequential, incidental or special damages, including, without limitation, any delay damages, overhead expenses, lost opportunity damages or lost profits, claimed to have been incurred by Consultant or any of its subconsultants, subcontractors, employees, agents or representatives.

11. INSURANCE

- A. Consultant shall provide insurance as set forth in Schedule A, which is attached to this Document and incorporated by reference.
- B. Owner and Consultant waive all rights against each other and any of their subcontractors, suppliers, and the agents and employees of any of them for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. Owner and Consultant shall require their subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.
- C. Neither party nor their respective subcontractors, suppliers, agents, employees or representatives shall be deemed an employee of the other party, and each party shall indemnify, hold harmless, and defend the other party and its subcontractors, agents, employees and representatives from and against any liability of the indemnifying party for compensation under any applicable state or Federal worker's compensation law, including worker's compensation and/or employer's liability claims of employees.

12. CONFIDENTIALITY

All drawings, specifications, studies, analyses, opinions, recommendations and technical documents of any nature, whether original or reproduced, prepared pursuant to the Contract, and any other documents or information relating to Owner's operations, are the property of Owner and are to be treated as confidential; provided, however, Consultant may retain one or more sets of such documents solely for archival purposes. All confidential information shall be: (i) maintained in confidence; (ii) not disclosed to others without Owner's prior written approval; and (iii) delivered to Owner on request. Consultant shall advise all its subconsultants, subcontractors, agents, employees and representatives having access to said confidential information of this obligation of confidentiality and bind such parties to this same obligation. No articles, papers or treatises related to or in any way associated with the services performed pursuant to the Contract shall be submitted for publication without Owner's prior written consent.

13. RETENTION OF RECORDS

Consultant's records relating to the professional services shall be kept in accordance with generally accepted accounting principles, consistently applied, shall be retained by Consultant for a period of not less than six (6) years from the completion of its services, and shall be available to Owner, or any authorized representative of Owner, upon reasonable prior notice, for audit and review during normal business hours.

14. STOP WORK ORDER

Owner may at any time, by delivering written notice to Consultant (hereinafter a "Stop Work Order"), require Consultant to stop all or any part of the performance required by the Contract for a period of up to ninety (90) days after Consultant receives the Stop Work Order. Upon receipt of the Stop Work Order, Consultant shall comply with its terms and take all reasonable steps to minimize the costs applicable to the services covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after Consultant's receipt of a Stop Work Order, or within any extension of that period to which Consultant and Owner have agreed in writing, Owner shall either cancel the Stop Work Order, or terminate the Contract. Provided the Contract has not been terminated, Consultant shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in any time schedule or in the compensation payable to Consultant if the Stop Work Order causes a demonstrable increase in the time required for performance of the services or in Consultant's costs in performing such services.

15. TERM AND TERMINATION OF AGREEMENT

The Contract shall remain in full force and effect from the date of its execution until: (i) Consultant's completion of the services; or (ii) termination of the Contract pursuant to Section A or B of this Section. Termination of the Contract shall discharge only those obligations that are executory by either party on and after the effective date of termination. Any right or duty of a party based on either performance or a breach of the Contract prior to the effective date of termination shall survive any such termination.

- A. Owner shall have the right to terminate the Contract at any time upon written notice to Consultant, even though Consultant is not in default. Such termination shall be effective upon receipt of such notice by Consultant or upon the date, if any, specified in such notice. In the event of any such termination, Owner shall compensate Consultant for all actual expenses and charges outstanding at the time of termination; provided, however, that Consultant shall have no right to any amounts attributable to defective services or services not otherwise fully performed in accordance with the Contract.
- B. Consultant shall have the right to terminate the Contract if Owner shall fail to make any payment properly owing to Consultant and such failure has not been remedied or cured within forty-five (45) days of Owner's receipt of written notice. Upon any such termination, Owner shall pay all actual expenses and

charges as of the date of termination less costs that have been or will be incurred by Owner due to the termination; provided, however, that Consultant shall have no right to any amounts attributable to defective services or services not otherwise performed in accordance with the Contract.

- C. All provisions of the Contract shall survive completion of services or termination of the Contract.

16. WAIVER

A waiver on the part of Owner or Consultant of any term, provision or condition of the Contract shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of the Contract.

17. ENTIRE AGREEMENT

The Contract, including all Exhibits, Schedules and any addenda, constitutes the entire agreement between Consultant and Owner. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written. The Contract may be amended only by a written instrument signed by both parties. The captions in this Document are for the convenience of the parties in identification of the several provisions and shall not constitute a part of the Contract.

18. ASSIGNMENT

The Contract shall be binding on the successors of the parties. The Contract shall not be assigned by Consultant without first obtaining the written consent of Owner. Owner may assign the Contract without the prior consent of Consultant.

19. SEVERABILITY

Every paragraph, part, term or provision of the Contract is severable from the others. If any paragraph, part, term or provision of the Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Contract shall not be affected but shall remain in full force and effect.

20. NOTICES

Every notice, demand or other document or instrument required or permitted to be given under the Contract may be given by either party by depositing the same in the US Mail, first class, addressed to the other as follows:

To Owner: Grady Health System – Facilities Development
80 Jesse Hill Jr. Drive, SE.
P.O. Box 26083
Atlanta, Georgia 30303
Attn.: Director – Facilities Development

With a copy to: **Fulton-DeKalb Hospital Authority (d/b/a Grady Health System)**
80 Jesse Hill Jr. Drive, SE.
Atlanta, Georgia 30303
Attn.: Administration

To Consultant: _____

With a copy to: _____

The foregoing shall not be deemed to preclude the use of other means of notification other than oral or to invalidate any notice properly given by any such other means than oral.

21. GOVERNING LAW

The Contract shall be governed by the law and construed in accordance with internal laws of the State of Georgia exclusive of its conflict and choice of laws rules.

22. DISPUTE RESOLUTION

A. SENIOR OFFICERS' RESOLUTION/NON-BINDING MEDIATION

1. All claims, disputes, events of default or other controversies arising out of, or relating to, this Agreement (hereafter collectively referred to as a "Dispute") shall initially, prior to non-binding mediation, arbitration, or the commencement of legal proceedings, be submitted to a Senior Officer from each party for resolution by mutual agreement between said officers. Any mutual agreement by the Senior Officers shall be final and binding upon the parties.
2. For purposes of this section, the term "Senior Officer" shall mean, with respect to the Consultant, the Consultant's chief executive officer, president, managing partner, chief financial officer, or any vice president or general manager, and with respect to Owner, the chief executive officer, president, chief financial officer or any vice president of GHS.
3. Should such Senior Officers fail to arrive at a mutual agreement as to the Dispute within twenty (20) days after notice to both individuals of the Dispute, in addition to and prior to arbitration or the commencement of legal proceedings, at the sole option of the Owner, such Dispute shall then be submitted to non-binding mediation, in accordance with the terms and provisions set forth in Section 22(A)(3) through 22(A)(6). Such non-binding mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.
4. Demand for non-binding mediation shall be given in writing to the other party and filed with the American Arbitration Association. Within twenty (20) days after the Senior Officers fail to come to a resolution by mutual agreement between said officers as provided in Section 22(A)(3), the Owner shall have the right within thirty (30) days to submit the Dispute to non-binding mediation. In no event shall the demand for non-binding mediation be made after the date when institution of legal or equitable proceedings based on

such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

5. The Owner and Consultant shall include a similar non-binding mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar non-binding mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for non-binding mediation as between all parties on the Project, if required by Consultant as the case may be.
6. The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in non-binding mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. ARBITRATION

1. A Dispute where the aggregate amount at issue is equal to or less than \$250,000 that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 22(A)(1) through 22(A)(2) hereof or by non-binding mediation at the Owner's option in accordance with the terms and provisions of Section 22(A)(3) through 22(A)(6) hereof shall be settled by arbitration in accordance with the terms and provisions set forth in Section 22(B)(4) through 22(B)(12) hereof.
2. A Dispute where the aggregate amount at issue is greater than \$250,000, but equal to or less than \$1,000,000, that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 22(A)(1) through 22(A)(2) hereof or by non-binding mediation at the Owner's option in accordance with the terms and provisions of Section 22(A)(3) through 22(A)(6) hereof shall be settled by arbitration in accordance with the terms and provisions set forth in Section 22(B)(4) through 22(B)(12) hereof.
3. If the Owner and the Consultant mutually agree in writing, any Dispute where the aggregate amount at issue is greater than \$1,000,000 that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 22(A)(1) through 22(A)(2) hereof or by non-binding mediation at the Owner's option in accordance with the terms and provisions of Section 22(A)(3) through 22(A)(6) hereof shall be settled by arbitration in accordance with the terms and provisions of Section 22(B)(4) through 22(B)(12) hereof. In the event the parties do not mutually agree to submit any such Dispute to arbitration, both parties shall nevertheless be entitled to avail themselves of any rights or remedies set forth in this Agreement or as otherwise provided at law and/or in equity. With respect to any Disputes that ultimately become the subject of court proceedings, the parties covenant and agree that (i) the venue for such proceedings shall be in any court of competent jurisdiction within the County of Fulton, State of Georgia, (ii) a trial by jury is hereby waived by Owner and Consultant, and (iii) the Owner and Consultant hereby waive any and all claims for punitive damages against the other party. The prevailing party in any judicial proceedings shall be reimbursed by the other party for all costs, expenses and charges, including, without limitation, reasonable attorneys' fees and court costs, incurred by such prevailing party.
4. All arbitration proceedings shall take place in Fulton County, Georgia, and shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect as of the time of the demand. Notice of the demand for arbitration shall be filed with the other party to this Agreement and the American Arbitration Association, and shall be made within a reasonable time after such party is permitted to arbitrate the Dispute as provided herein. In no event shall demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
5. All demands for arbitration must contain either a statement that (i) the total sum or value in controversy, as alleged in good faith by the party making such demand, does not exceed \$1,000,000, or (ii) the total sum or value in controversy exceeds \$1,000,000 and both the Owner and the Consultant have agreed in

- writing to the arbitration. Unless the parties to this Agreement have previously agreed to arbitration as set forth in Section 22(B)(3), the arbitrators shall not have jurisdiction, power or authority to consider or make findings concerning any Dispute where the amount at issue exceeds \$1,000,000. Similarly, the arbitrators shall not have jurisdiction, power or authority to render monetary awards in excess of \$1,000,000 for any Dispute that was initially submitted to arbitration as a Dispute described in either Sections 22(B)(1) or 22(B)(2).
6. Notwithstanding anything to the contrary contained in the Construction Industry Arbitration Rules, the method of discovery permitted for any arbitration shall be as follows:
 - (i) as to Disputes described in Section 22(B)(1), no discovery shall be permitted or performed;
 - (ii) as to Disputes described in Section 22(B)(2), discovery shall be limited to the exchange of documents relevant to the dispute between the Owner and the Consultant; and
 - (iii) as to Disputes described in Section 22(B)(3), all methods of discovery available under the Federal Rules of Civil Procedure shall be permitted and shall govern the proceedings.
 7. For Disputes described in Section 22(B)(1), the arbitration panel shall consist of one (1) individual appointed by the Owner and Consultant. Such individual shall (i) have been selected from the American Arbitration Association's list of potential arbitrators; (ii) have at least 10 years experience in the discipline which is the subject of the Dispute; and (iii) be an attorney whose 10 years of experience has been in the realm of litigating and arbitrating issues which are of the subject of the Dispute. If the Owner and Consultant fail to mutually agree upon an arbitrator within 20 days after receipt of notice to arbitrate given by either party, then the arbitration panel shall be selected by the administrative office of the American Arbitration Association. Such office shall, within 20 days after notice by either party to this Agreement, select a single arbitrator who complies with the requirements otherwise set forth in this Section. The arbitrator selected shall conduct the hearing and render his or her decision within 25 days after his or her appointment.
 8. For Disputes described in Sections 22(B)(2) and 22(B)(3), the arbitration panel shall consist of three (3) individuals selected as follows. Within 20 days after the receipt of a notice to arbitrate given by either party, the Owner and Consultant shall each select an individual from the list of potential arbitrators furnished by the American Arbitration Association who is an attorney with at least 10 years experience in litigating and arbitrating issues which are of the subject of the Dispute. Within 10 days after both arbitrators have been selected, such individuals shall appoint the third arbitrator. Said third member shall likewise be selected from the list supplied by the American Arbitration Association and shall similarly have 10 years experience in the discipline which is the subject of the Dispute, but need not be an attorney. If the first two arbitrators cannot agree upon the third within 10 days after their appointment, they shall be dismissed and two other persons shall be appointed as described above. This procedure shall continue until a full panel results. Once assigned, the panel of arbitrators need not resolve the dispute within any specific time limit, but shall use all reasonable means to render a decision with reasonable dispatch.
 9. No arbitration arising under this Agreement shall include, by consolidation, joinder or any other manner, any person or entity not a party to this Agreement, unless (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) such person or entity has consented to such inclusion.
 10. Notwithstanding anything to the contrary contained in the Construction Industry Arbitration Rules, the Federal Rules of Evidence shall govern during all arbitration proceedings and shall be liberally construed by the arbitrators to allow for the admission of evidence that is helpful in the resolution of the Dispute.

- 11. The agreement herein among the parties to arbitrate under certain circumstances shall be specifically enforceable in any court having jurisdiction thereof. Any award rendered by the arbitrator(s) pursuant to any arbitration shall be final and binding upon the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 12. The prevailing party in any arbitration proceeding shall be reimbursed by the other party for all costs, expenses and charges, including, without limitation, reasonable attorneys' fees, incurred by said prevailing party; provided, however, the fees paid to the arbitrators shall be shared equally by the Owner and Consultant. The arbitrator(s) shall fix their own compensation, together with the time and manner of payment.

23. DESIGNATION OF DUTIES

Consultant expressly acknowledges and agrees that Owner may, from time to time designate a third party, for example but not in limitation, an architect, engineer or construction manager, to perform any of its duties or obligations under the Contract. In the event of any such designation, Owner shall provide written notice to Consultant.

IN WITNESS WHEREOF, the Parties have caused this Document to be executed by their duly authorized representatives, as follows:

OWNER:

CONSULTANT:

FULTON-DEKALB HOSPITAL AUTHORITY

(D/B/A GRADY HEALTH SYSTEM)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

SCHEDULE A

Consultant's Minimum Insurance Requirements

Compliance by the Consultant with the insurance requirement set forth herein shall not relieve the Consultant from liability for amounts in excess of the required limits of insurance.

The types of insurance and minimum limits required hereunder are:

- a) Worker's Compensation Insurance with statutory limits, as required by the State of Georgia.
- b) Employer's Liability Insurance with limits of not less than \$1,000,000 to any one person;
 - (1) USL&H, FELA, Jones Act & Continental Shelf Act endorsements, if applicable.
- c) Commercial General Liability Insurance, written on an occurrence form including explosion, collapse, and underground:

\$1,000,000	Each Occurrence (BI & PD Combined Single Limit)
\$3,000,000	General Aggregate (Per Project)*
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Products & Completed Operations Aggregate
	Contractual Liability to cover all Liabilities assumed under this contract.
	subject to policy exclusions.
\$100,000	Premises Legal Liability
\$10,000	Medical Expense

*If the Consultant cannot provide the aggregate limit per project, an Owners Consultants Protective Liability must be secured by the Consultant at Consultant's cost in the name of the Fulton-DeKalb Hospital Authority (d/b/a Grady Health System) (Owner) for a minimum limit of:

- \$1,000,000 Each Occurrence and
- \$2,000,000 Annual Aggregate.

- d) Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the Consultant's work with combined single limits for Bodily Injury and Property Damage of not less than \$1,000,000 per accident.
- e) Professional Liability Insurance with limits of not less than \$3,000,000 each occurrence.
- f) Umbrella Liability Insurance excess of all the above required coverages with a minimum limit of \$3,000,000 each occurrence.

Fulton-DeKalb Hospital Authority (d/b/a Grady Health System) (Owner) shall be included as an additional insured under all coverages (except workers' compensation, professional liability insurance, and employers liability) and such additional insured status shall be specifically identified on the certificate of insurance.

All policies are required to be endorsed to indicate that policies provide primary coverage without right of contribution by any insurance carried or self-insured by Owner. A waiver of subrogation in favor of Owner shall also be endorsed to the policies.

Prior to commencement of work, the Consultant shall deliver to Owner's Project Manager, insurance certificates evidencing that the required insurance is in force with insurance companies satisfactory to Owner (Minimum A.M. Best A-VII). All certificates of insurance required hereunder shall specifically state that there shall be no material change in, or cancellation of, the policy or policies evidenced except upon 30 days prior written notice via certified mail to Owner and that 30 days prior to the renewal date. The Consultant shall furnish Owner with updated or replacement certificates of insurance that clearly evidence continuation of coverages in the same manner, limits and protections as required by Owner and Owner's Agent.

Such insurance as required shall be kept in force by the Consultant continuously during the life of this contract and for a period of not less than 90 days after the date of final completion; additionally, the Completed Operations insurance required herein under shall be kept in force by the Consultant for a period of not less than three (3) years after the date of final completion.

SAMPLE

EXHIBIT A

**PROJECT ENGAGEMENT LETTER BETWEEN
OWNER AND CONSULTANT**

Project Number: xxxxxx

Project Name: xxxxxx
Contract Number: xxxxxx

FULTON-DEKALB HOSPITAL AUTHORITY
(D/B/A GRADY HEALTH SYSTEM)
80 Jesse Hill Jr. Drive, SE
Atlanta, Georgia 30303

("Owner")

and

Name
Address

("Consultant")

GHS-FD Project Manager: David Yoo

Phone Number: 404-616-3872

Date

Dear xxxxxx:

Fulton-Dekalb Hospital Authority (D/B/A Grady Health System) a Georgia county hospital authority ("Owner"), desires to retain xxxxxxxxx ("Consultant") to perform services as set forth in this Project Engagement Letter ("Letter") and in the General Terms and Conditions of Contract Between Owner and Consultant ("Document") dated xxxxxxxx executed by Consultant and Owner, the terms and conditions of which are incorporated by reference herein. The Project Engagement Letter, if accepted, the Document and any attached Schedules, Exhibits, or other addenda, form the Contract Between Consultant and Owner and together are hereafter referred to as the "Contract." The contract may only be modified or amended as provided in the Document. The services Consultant provides will not exceed the period of one year. In the event Consultant's performance requires more than one year, this Project Engagement Letter is not valid unless Consultant has received written approval of the Owner.

1. Description of project: Produce structural assessment report, recommendations report, engineered stamped drawings, produce letter and drawings to the City of Atlanta for the sidewalk remediation, and construction administration for the Butler Deck parapet walls (the "Project").
2. Site: Butler Parking Deck
3. Unless otherwise indicated in this Project Engagement Letter, Consultant will perform each of the Basic Services set forth in the Document. To the extent certain Basic Services are not required or will be performed by Owner, Consultant compensation has been equitably adjusted to reflect the actual level of services provided by Consultant.

Scope of Work:

The following list of services is intended to demonstrate the minimum requirements that is necessary to implement the analysis, design development and preparation of construction bid documents. This list may not be inclusive and it is anticipated that this agreement will include and list any additional services that your firm may be required to provide for a successful project.

In order to eliminate conflicts and reduce change orders during construction it is imperative that structural, civil, architectural, mechanical, plumbing, and/or electrical drawings be coordinated and existing conditions be field verified during the construction document phase. Therefore, you are expected to conduct field investigations as required to understand and reflect existing conditions at the job-site.

Provide labor, materials, means and methods to successfully execute completion of the project per scope of work.

Consultant and Owner agree that certain of the duties, obligations and responsibilities of Owner under the Contract shall be performed by the party designated in Attachment A.

Provide an engineering report stating current conditions and recommendations to meet code.

Provide detailed stamped construction drawings and specifications clearly indicating the work required for structural remediation and additional lateral support that withstands high vehicle impact.

A/E drawing sheets consist of but may not be limited to:

- Cover with notes
- Life Safety
- General and specialty notes
- Floor plans with notes and specifications
- Elevations and details
- Individual Structural drawings with notes and specifications

This Project must be designed to an economic construction budget and must meet all codes with Authorities Having Jurisdiction.

The scope of work also includes:

- Field Verification of all existing parapets.
- Provide non-destructive testing as required.
- Provide 4 copies of A/E stamped engineering reports stating current structural conditions, recommendations to meet safety standards, and recommendations for withstanding high vehicle impact collisions for all the parapet walls on the Butler Parking Deck. The recommended design must meet all applicable codes with AHJ.
- Production of 2 full sets of 95% complete construction documents for GHS-FD Project Manager review. These construction documents contain structural remediation work of defected parapet walls and include the owner-selected design to withstand high vehicle impact. Consultant shall specify all specific locations for remediation work and locations where the new design is to be applied.
- Submit 4 full sets of 100% complete A/E stamped construction documents to GHS-FD for contractor bidding. These construction documents contain structural remediation work of defected parapet walls and include the owner-selected design to withstand high vehicle impact. Consultant shall specify all specific locations for remediation work and locations where the new design is to be applied.
- As necessary, submit necessary number of copies of 100% complete stamped construction documents to all necessary AHJs for plan approval and give 1 copy of their approval to GHS-FD Project Manager.

- Draft and submit a letter including pictures and a plan of the area to the City of Atlanta for remediation of the cracked sidewalk at the corner of Decatur and Pratt Street. Submit the letter, plan of area, and pictures to GHS-FD Project Manager for review prior to sending the letter.
- Review and approval of contractor submittals.
- Production of separate cost estimates for structural remediation and for additional lateral support that withstands high vehicle impact for the parapet walls.
- A/E scope responsibility marked on check boxes (see Attachment A).

4. Key dates for this Project are as follows:

- a. Consultant's submittal of 100% complete stamped engineering report and recommendations for withstanding high vehicle impact collisions for all the parapet walls on the Butler Parking Deck including the sidewalk letter to the City of Atlanta due in 30 consecutive days after contract execution.
- b. Consultant's submittal of 95% complete Construction Documents and all cost estimates to GHS-FD due in 30 consecutive days after contract execution.
- c. Consultant's submittal of 100% complete stamped Construction Documents a to GHS-FD due in 5 consecutive days after GHS-FD PM approval of and/or comments on 95% complete Construction Documents.

5. The Owner shall compensate Consultant as follows:

a.) For Basic Services, as described in the Document and any other services included in this Project Engagement Letter as part of Basic Services, the Basic Compensation shall be computed as follows:

Lump sum. The total compensation for Basic Services, shall be \$xxxx.00 (xxxxxxx dollars and zero cents). Progress payments for Basic Services in each phase shall total the following percentages of the total

Basic Compensation payable:

Report Phase: 45%

Construction Document Phase: 26%

Construction Administration Phase: 29%

Total Basic Compensation: 100%

OR

Hourly Labor. The total compensation for Basic Services shall be equal to the hourly rates described below multiplied by the hours worked to perform the Basic Services and shall not exceed \$___. The hourly rates shall include all labor

costs, profit, and overhead. Labor costs shall include salary or hourly wage, taxes, insurance, fringes, and benefits. Overhead shall include home office overhead, support personnel, and administrative costs.

Hourly rates shall be computed as either a:

Retail rate. The agreed hourly rate for personnel anticipated to be used for the Project Basic Services is:

OR

Multiplier rate. The multiplier that will be applied to direct personnel expense for all personnel used for the Project Basic Services is _____.

b.) Compensation for Additional Services shall be equal to the hourly rates described below multiplied by the hours worked to perform the Additional Services. The hourly rates shall include all labor costs, profit, and overhead. Labor costs shall include salary or hourly wage, taxes, insurance, fringes, and benefits. Overhead shall include home office overhead, support personnel, and administrative costs.

Hourly rates shall be computed as either a:

Retail rate. The agreed hourly rate for personnel anticipated to be used for the Project Basic Services is attached as Schedule _____.

OR

Multiplier rate. The multiplier that will be applied to direct personnel expense for all personnel used for the Project Basic Services is _____.

c.) For additional services of consultants, including additional structural, mechanical and electrical engineering services, a multiple of 1.0 times the amounts billed to Consultant for such services.

d.) For Reimbursable Expenses, as described in Section 10.2 of the Document, and any other items included in this Project Engagement Letter as Reimbursable Expenses, the actual out-of-pocket expenses incurred by Consultant, Consultant's employees and consultants in the interest of the Project. Reimbursement by Owner for authorized transportation expenses in connection

with authorized out-of-town travel shall not exceed \$_____ per them per person. For the purposes of this Project, the Project site will / will not be considered "out-of-town". Indicate anticipated reimbursable expenses as follows:

6. No lien or claim for lien may be filed or maintained by anyone by reason of anything done or arising under or growing out of the Contract.

7. Attachments to this Project Engagement Letter include:

- ATTACHMENT A
- ATTACHMENTS B AND C
- EXHIBIT B – CONSULTANT'S PROJECT SERVICES SCHEDULE
- EXHIBIT C – CONSULTANT 'S SCHEDULE OF KEY PERSONNEL
- EXHIBIT D – ANTICIPATED LIST OF SUBCONSULTANTS TO CONSULTANT & CONSULTANTS TO OWNERS
- EXHIBIT E – CHANGES
- OTHER

8. Additional matters, if any:

If Consultant is in agreement with the terms and conditions of this letter and wishes to accept the Contract, then please sign and return one copy to me.

WE ACCEPT AND AGREE TO THE
TERMS OF THE CONTRACT:
Consultant Name

FULTON-DEKALB HOSPITAL
AUTHORITY (D/B/A GRADY HEALTH
SYSTEM)

By: _____
Name:
Title:

By: _____
Name:
Title:

**SAMPLE
Attachment A**
to the Project Engagement Letter
for Consulting contracts using the
**GENERAL TERMS AND CONDITIONS
OF CONTRACT BETWEEN OWNER AND CONSULTANT**

<u>Project Phase</u>	<u>Reference Agreement Section</u>	<u>Item</u>	<u>Consultant</u>	<u>Owner</u>	<u>Not Required</u>	
1.	Planning	2.2.1	Develop the Program	<input type="checkbox"/>	X	<input type="checkbox"/>
			Assist Owner in developing the Program	<input type="checkbox"/>	<input type="checkbox"/>	X
2.	Planning	2.2.2	Preliminary evaluations (identified in Project Engagement Letter)	<input type="checkbox"/>	X	<input type="checkbox"/>
3.	Planning	5.2.1	Development of project budget	<input type="checkbox"/>	X	<input type="checkbox"/>
4.	Schematic Design (SD)	2.2	Schematic design document preparation	<input type="checkbox"/>	X	<input type="checkbox"/>
5.	Schematic Design	2.2.5	Estimate Construction Cost based on SD docs.	<input type="checkbox"/>	X	<input type="checkbox"/>
		i.	Detailed	<input type="checkbox"/>	X	<input type="checkbox"/>
		ii.	Summary	<input type="checkbox"/>	<input type="checkbox"/>	X
6.	Design Development (DD)	2.3	Design development document preparation	X	<input type="checkbox"/>	<input type="checkbox"/>
7.	Design Development	2.3.2	Estimate Construction Cost based on DD docs.			

For purposes of the following sections of the General Terms and Conditions of Contract Between Owner and Consultant, the duties, obligations and responsibilities of Owner shall be performed by:

		i.	Detailed	<input type="checkbox"/>	X	<input type="checkbox"/>
		ii.	Summary	X	<input type="checkbox"/>	<input type="checkbox"/>
8.	Construction Document (CD)	2.4	Construction document preparation	X	<input type="checkbox"/>	<input type="checkbox"/>
9.	Construction Estimate Construction Cost Document based on CD's.	2.4.2				
		i.	Detailed	<input type="checkbox"/>	X	<input type="checkbox"/>
		ii	Summary	X	<input type="checkbox"/>	<input type="checkbox"/>
10.	Construction Document	2.4.4	Identify and assist Owner regarding required governmental permits and approvals	X	<input type="checkbox"/>	<input type="checkbox"/>
11.	Bid	2.5	Assistance in obtaining bids	<input type="checkbox"/>	X	<input type="checkbox"/>
12.	Bid	2.5	Assistance in preparing construction contracts	<input type="checkbox"/>	X	<input type="checkbox"/>
13.	Bid	2.5	Attendance at pre-bid meeting	<input type="checkbox"/>	X	<input type="checkbox"/>
14.	Bid	2.1.1	Provide direct clarifications to contractors during bid process	X	<input type="checkbox"/>	<input type="checkbox"/>
15.	Construction	2.4.4	Give Contractor assistance in obtaining permits	<input type="checkbox"/>	X	<input type="checkbox"/>
16.	Construction	2.6	Attend pre-construction meeting	<input type="checkbox"/>	X	<input type="checkbox"/>
17.	Construction	4.6	Review Contractor's submittals	X	<input type="checkbox"/>	<input type="checkbox"/>

Facilities Development

18.	Construction	2.6.11	Provide additional inspection or test reports	<input type="checkbox"/>	X	<input type="checkbox"/>
19.	Construction	2.6.13	Prepare change orders and construction change directives for Owner's execution	X	<input type="checkbox"/>	<input type="checkbox"/>
20.	Pre-construction		Provide color graphics for Owner use.	X	<input type="checkbox"/>	<input type="checkbox"/>

For purposes of the following sections of the General Terms and Conditions of Contract Between Owner and Consultant - the duties, obligations and responsibilities following shall be performed by:

1.	Construction	3.1.1 and 1.2.3	Review reports of errors from Contractor	<input type="checkbox"/>	X	<input type="checkbox"/>
2.	Construction	3.2.2	Review proposed subcontractors and suppliers; object to subcontractors and suppliers	<input type="checkbox"/>	X	<input type="checkbox"/>
3.	Construction	3.3.4	Review requests for substitutions; recommendations to Owner; request additional data and information	X	<input type="checkbox"/>	<input type="checkbox"/>
4.	Construction	3.4.1	Review Contractor objections regarding products or procedures affecting Contractors warranty	<input type="checkbox"/>	X	<input type="checkbox"/>
5.	Construction	3.6.2	Review Contractor notices re: compliance with laws; inconsistencies between Contract Document and laws	<input type="checkbox"/>	X	<input type="checkbox"/>
6.	Construction	4.1	Administer the Contract	<input type="checkbox"/>	X	<input type="checkbox"/>
7.	Construction	4.2	Visit Site Minimum Frequency is: Bi-Weekly	X	<input type="checkbox"/>	<input type="checkbox"/>
8.	Construction	4.4	Evaluate Contractor's Application for Payments; review and certify amounts due to Contractor	<input type="checkbox"/>	X	<input type="checkbox"/>
9.	Construction	4.5	Reject non-conforming work	X	<input type="checkbox"/>	<input type="checkbox"/>

Facilities Development

10.	Construction	4.6	Review Submittals	X	<input type="checkbox"/>	<input type="checkbox"/>
11.	Construction	4.7	Interpret Requirements of the Contract Documents	X	<input type="checkbox"/>	<input type="checkbox"/>
12.	Construction	9.2.1 & 9.3	Determine extensions of Contract Time	<input type="checkbox"/>	X	<input type="checkbox"/>
13.	Construction	9.7.3	Certify Contractor's Application for Payment	<input type="checkbox"/>	X	<input type="checkbox"/>
14.	Construction	9.3.1	Review data substantiating Contractor's right to payment	<input type="checkbox"/>	X	<input type="checkbox"/>
15.	Construction	9.4	Issue Certificate for Payment; determine proper amount due; reasons for withholding certification	<input type="checkbox"/>	X	<input type="checkbox"/>
16.	Construction	9.6.2	Inspect work; notify Contractor of additional items to be completed or corrected; prepare Certificate of Substantial Completion	X	<input type="checkbox"/>	<input type="checkbox"/>
17.	Construction	9.7.2	Final Inspection of work; issue final Certificate for Payment	X	<input type="checkbox"/>	<input type="checkbox"/>
18.	Construction	13.2.2	Determine if additional testing is required	<input type="checkbox"/>	X	<input type="checkbox"/>
19.	Construction	14.1.2	Review Contractor's notice of termination	<input type="checkbox"/>	X	<input type="checkbox"/>
20.	Construction	14.2.4	Certify amount to be paid to Contractor after termination by Owner	<input type="checkbox"/>	X	<input type="checkbox"/>

21. Construction

Prepare per-item estimate

X

of the cost of completing each item on punchlist

In the event that any duties, obligations or responsibilities of Owner in the Agreement Between Owner and Consultant have not been allocated above, the Consultant shall be responsible therefor.

EXHIBIT B

CONSULTANTS PROJECT SERVICES SCHEDULE

Contract No. DA4-
Project Engagement Letter dated
Date of inclusion of this Exhibit _____:

CONSULTANT:

DATE

EVENT

Commence services

Complete SD

Complete DD

Complete CD's

Complete Basic Services

EXHIBIT C

CONSULTANT'S SCHEDULE OF KEY PROJECT PERSONNEL

(INCLUDE SUBCONSULTANTS)

Contract No. DA4-

Project Engagement Letter dated

Date of inclusion of this Exhibit _____:

CONSULTANT:

<u>FIRM</u>	<u>NAME</u>	<u>TITLE</u>	<u>PROJECT RESPONSIBILITY</u>
-------------	-------------	--------------	-----------------------------------

EXHIBIT D
SUBCONSULTANTS

Contract No. DA4-
Project Engagement Letter dated
Date of inclusion of this Exhibit _____:

CONSULTANT:

ANTICIPATED SUBCONSULTANTS TO CONSULTANT

<u>FIRM</u>	<u>ADDRESS</u>	<u>SERVICE</u>
-------------	----------------	----------------

ANTICIPATED CONSULTANTS TO OWNER
FOR THIS PROJECT

NOT SUBCONTRACTED TO CONSULTANT

<u>FIRM</u>	<u>ADDRESS</u>	<u>SERVICE</u>
-------------	----------------	----------------

**EXHIBIT E
CHANGES**
(INCLUDE SUBCONSULTANTS)

Contract No. DA4-
Project Engagement Letter dated
Date of inclusion of this Exhibit _____:

CONSULTANT:

CHANGE TO PREVIOUS PROJECT ENGAGEMENT LETTER INCLUDING AGREEMENT BETWEEN
OWNER AND CONSULTANT FOR THIS PROJECT, AND ALL EXHIBITS TO THAT AGREEMENT
FOR THIS PROJECT.

*****[DESCRIBE CHANGE, INCLUDING PROJECT LOCATION, CHANGE DESCRIPTION/ SCOPE, TIME CHANGE WORK REQUIRED, EFFECT, IF ANY, TO ANY SCHEDULE DATES, AND COST OF CHANGE OR PAYMENT METHOD. INCLUDE SPECIFIC LOCATION IN DOCUMENTS OF INFORMATION WHICH HAS CHANGED. E.G. - FOR DAYTON C.O., REVISE PROJECT BUDGET IN EXHIBIT A PROJECT ENGAGEMENT LETTER FROM \$450,000 TO \$600,000 AND REVISE FINAL COMPLETION DATE FROM MAY 1, 1997 TO JULY 1, 1997. THERE CHANGE IS EFFECTIVE IMMEDIATELY, AND THERE IS NO CHANGE IN THE CONSULTANT'S COMPENSATION FOR THIS CHANGE.]*****

REASON FOR CHANGE(S):

*****[STATE REASON FOR CHANGE. E.G. - ASBESTOS DISCOVERED IN CASING OF AIR HANDLER BEING DEMOLISHED WHICH WAS AN UNANTICIPATED FIELD CONDITION. ABATEMENT CONSULTANT'S WORK WILL ADD \$150,000 TO PROJECT BUDGET AND REQUIRE A 2 MONTH TIME EXTENSION]*****

Original contract amount _____

Current contract amount including all previously approved changes _____

Amount of this change _____

Total contract amount, including this change _____

Approved By

Submitted By

OWNER:
FULTON-DEKALB HOSPITAL AUTHORITY
(D/B/A GRADY HEALTH SYSTEM)

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SWORN STATEMENT

STATE OF:

COUNTY OF:

_____ being duly sworn, deposes and says that he/she/is/makes this affidavit on behalf of _____, who is the contractor for the construction of the building situated on the following described property, viz.:

that the following is a statement of the number and names of every sub-contractor and laborer in our employ in connection with said building and every person furnishing materials therefore; that the amounts due or to become due to such subcontractors, laborers and persons for work done and materials furnished at the date hereof, is correctly and fully set forth opposite their names, respectively, in said statement to-wit:

NO.	NAME	LABOR OR MATERIAL	AMOUNT

Deponent further says that the Contractor has not employed, or procured material from or subcontracted with, any person or persons other than those above mentioned, and owes no moneys for labor upon material for the construction of said building other than the sums above set forth.

Subscribed and sworn to before me, this _____ day of _____ of 20__.

Notary Public _____ County of _____

My Commission expires _____, 200

SCHEDULE B

INVOICING INSTRUCTIONS

Please send all invoices for payment to:

Grady Health Systems
Attn: Facilities Development Accountant
80 Jesse Hill Jr. Drive, SE
PO Box 26083
Atlanta, GA 30303

This letter serves as guidelines for your firm when invoicing Grady Health Systems for services rendered. Your invoice package should be sent to the above address with a copy to the Facilities Development Project Manager.

Your invoice packages should contain the following items when submitted:

- Your invoice document
- ALL invoices should be rounded to the nearest dollar
- Sworn Statement
- Lien Waiver for the final payment of a contract ONLY.
- Grady's Project and Contract Number reference on invoice document.
- Name of Project and Location.
- Name of Grady's Project Manager on invoice document.
- Period of services rendered.

Invoices should **NOT** be sent to Grady Accounts Payable. Failure to provide the information required on your invoices will result in delays. Improper invoices will be returned to your accounting department. Grady requires invoices and does not pay from statements. Should you have any questions regarding these invoicing instructions, please contact PM or Grady's FD Accountant.