

Exhibit A

**AGREEMENT BETWEEN
OWNER AND CONSULTANT**

PROJECT: Grady South Hospital

CONSULTANT: (Firm Name)
c/o: (Contact)
(Address)
(City), (ST), (Zip)

OWNER: Grady Memorial Hospital Corporation (dba Grady Health System).
c/o: Tom Doenitz, VP Design and Construction
80 Jesse Hill Jr. Dr., SE
Atlanta, GA 30303

**CONTRACT
AMOUNT NOT
TO EXCEED:** \$

**CONTRACT
TERM:** July 1, 2026- December 31, 2031

**SCOPE OF
SERVICES:** Consultant agrees to provide the following Scope of Services subject to the
Terms and Conditions set forth below:

Only those portions, paragraphs, or provisions of Exhibit A explicitly designating the scope of Consultant's services shall be incorporated herein as the Scope of Services. All other paragraphs or extraneous language, including but not limited to that pertaining to purported limitations or waivers of liability, disclaimers, payment terms, and indemnities, are expressly and intentionally omitted from this Agreement. Any conflict between the Terms and Conditions set forth below and Exhibit A shall be resolved conclusively in favor of the Terms and Conditions.

Owner: Grady Health System

Consultant: (Firm Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Initial

TERMS AND CONDITIONS

Consultant agrees to the following terms and conditions for the Project:

1. Consultant agrees to perform the services set forth in this contract (the "Agreement"), including but not limited to the Scope of Services, in a proper and expeditious manner and in accordance with Owner's directives. Consultant further agrees to fully coordinate its work with the work of other contractors or consultants, whether retained by Consultant or Owner. The existence of Disputes between Owner and Consultant, or legal proceedings arising from such Disputes, shall not relieve Consultant of its obligations to properly and expeditiously perform its services and comply with Owner's directives. Changes in or additions to the Scope of Services described above must be confirmed and approved in writing by Owner via an executed change order prior to being undertaken by Consultant.

2. In the performance of its services, Consultant shall exercise that same degree of skill and care ordinarily exercised by licensed members of the same profession currently performing similar services on projects involving the design of healthcare facilities of like size, scope, and complexity, located in the Atlanta metropolitan area and/or Fulton County, Georgia. (the "Standard of Care"). All reports, drawings, plans, specifications, surveys, renderings or other deliverables of Consultant and its subconsultants ("Work Product") shall be prepared in accordance with the Standard of Care and shall comply with applicable law, including codes, statutes, ordinances, and interpretations of governmental AHJ. Consultant shall procure at its expense all permits, licenses, or approvals which may be required to perform its services, and request reimbursement of same from Owner. Drawings, specifications, and other documents, including those in electronic form such as CADD files, prepared by the Consultant and its subconsultants are Work Product intended for unfettered use by the Owner with respect to this Project, for any purpose whatsoever, and under all circumstances. Except as otherwise expressly provided for in the Agreement, Consultant and its subconsultants shall be deemed the authors and owners of their respective Work Product and shall retain all common law, statutory, and other reserved rights, including copyrights. Upon execution of this Agreement, Consultant hereby grants Owner a perpetual, royalty-free, fully paid-up, nonexclusive

and irrevocable license to copy, reproduce, perform, dispose of, use and re-use for the Project, in whole or in part, and to authorize others to do so for the benefit of Owner, all such Work Product; such license will survive termination of this Agreement (for convenience or cause) and continue during any dispute or claim between the parties. Work Product shall, upon completion of the Consultant's services, become the property of the Owner for the purpose of information and reference in connection with the Owner's use and occupancy of the Project. The Work Product is not intended or represented to be suitable for reuse by the Owner for any other project. Upon any termination of Consultant's services under this Agreement, for reasons other than Consultant breach, Owner shall use the Work Product at its own risk.

3. CONSULTANT SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, JUDGMENTS, LIENS, LIABILITIES, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES AND LITIGATION COSTS, WHICH OWNER INCURS WITH RESPECT TO THE PROJECT, TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY VIOLATION OF THE STANDARD OF CARE BY THE CONSULTANT, ITS SUBCONSULTANTS, OR ANY OTHER PERSON OR ENTITY ACTING AT THE CONSULTANT'S DIRECTION OR ON ITS BEHALF, OR FOR WHOM CONSULTANT IS RESPONSIBLE.

4. Consultant agrees to maintain such insurance as will fully protect it from claims under worker's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness or disease, or death, of any of its employees or any person other than its employees; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, as well as professional liability insurance covering errors or omissions in its services and Work Product, which such insurance Consultant shall maintain for a period of at least six (6) years from (i) the date substantial completion of the Project or (ii) the last day Consultant performs services in relation to the Project, whichever occurs last. Limits of coverage for bodily, property damage, and automobile liability shall be

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\$1,000,000.00 per occurrence and per claim, respectively, and \$2,000,000.00 aggregate. Excess or umbrella liability coverage limits shall be a minimum of \$5,000,000.00 per occurrence and per claim, respectively, and \$10,000,000.00 aggregate. For professional errors and omissions liability, limits of coverage shall be \$2,000,000.00 per occurrence and per claim, respectively, and \$4,000,000.00 aggregate. Consultant shall also purchase and maintain insurance for its own equipment, materials, and other personal property to the full insurable value thereof. Consultant shall forward insurance certificates to Owner naming Owner, Owner's representatives, employees, agents, and directors, ("Additional Insureds") as additional insureds prior to the start of its services. Consultant shall provide waivers of subrogation with respect to all such insurance, and shall not cancel or modify any such insurance without first providing Owner with thirty (30) days' written notice of same.

5. Except to the extent otherwise set forth elsewhere in this Agreement, payment shall be due and owing thirty (30) days after Owner's receipt and approval of Consultant's application for payment invoice. Consultant's invoices shall be submitted with sufficient supporting detail, as Owner may require in its reasonable discretion, to allow Owner to confirm the amount due and owing in all respects. Any amounts undisputedly due and owing Consultant under this Agreement shall bear interest at six percent (6%) per annum.

6. Owner may terminate this Agreement by giving notice of same at any time without cause. This Agreement may be terminated by Consultant upon giving at least thirty (30) days written notice to Owner upon the repeated and substantial failure of Owner to make undisputed payments in accordance with all the terms herein, provided that Owner's failure to perform is through no fault of Consultant. Owner agrees to pay to Consultant the reasonable value of Consultant's services to Owner to the date of termination, provided that if Owner terminates this because of Consultant's failure to perform the services as specified, Consultant shall be liable for all damages, costs, and expenses (including attorneys' fees) resulting in whole or in part from such failure, including costs required to facilitate the completion of the services by another consultant.

7. Consultant is engaged as an independent contractor and all persons performing services hereunder are employees or agents of Consultant and

not of Owner. Consultant further agrees that it will be solely responsible for the payment of all taxes and benefits required by law for said employees or agents, without liability to Owner. It is understood and agreed that all federal, state, and local taxes are included in the cost of Consultant's services.

8. All drawings, specifications, surveys or other documents, and copies thereof, which may be furnished by Owner or Owner's other consultants, are and shall remain the property of Owner. They are to be used only with respect to Consultant's services, are not to be used in any manner on any other project and shall not constitute representations or warranties of any sort on Owner's part.

9. No action or failure to act by Owner or any agent, employee, contractor, or other consultant of Owner shall constitute a waiver of any right or duty afforded Owner under the Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as specifically agreed to in writing.

10. All claims, disputes, events of default, or other controversies arising out of, or relating to, this Agreement or Consultant's services provided hereunder (hereafter collectively referred to as a "Dispute") shall initially, prior to non-binding mediation or the commencement of legal proceedings, be submitted to a Senior Officer from each party for resolution by mutual agreement between said Senior Officers. Any mutual agreement by the Senior Officers shall be final and binding upon the parties. 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 principal or vice president, and with respect to Owner, the chief executive officer, president, chief financial officer, General Counsel, or director of Owner or its affiliates.

11. Should the Senior Officers fail to arrive at a mutual agreement resolving the Dispute within thirty (30) days after the submission of the Dispute to them, Owner and Contractor shall in good faith mediate any Dispute as a condition precedent to submitting the Dispute to formal dispute resolution as set forth below. The parties will jointly select the mediator and will share the mediator's fee and any filing fees equally. A request for mediation will be made in writing,

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Initial

delivered to the other party to this Agreement prior to the date when institution of litigation based on such Dispute would be barred by the applicable period of limitations. At Owner's sole discretion, any mediation arising out of or relating to this Agreement may include, by consolidation, joinder, or joint filing, any other person or entity not a party to this Agreement that is substantially involved in a common issue of law or fact and whose involvement in the consolidated mediation is necessary to achieve a final resolution of a matter in controversy therein.

12. All Disputes arising out of or relating to Consultant's performance of services, this Agreement, or the breach thereof, which are not resolved via mediation, shall be decided by a court of competent jurisdiction located in Atlanta, Georgia. In any such litigation, attorneys' fees and costs shall not be recoverable from the other party. Any amounts undisputedly due and owing Consultant under this Agreement shall bear interest at 6 % per annum.

13. Owner and Consultant agree that, notwithstanding any other provision of this Agreement or any other rights which Consultant might otherwise have at law, equity, or by statute, whether based on contract or some other claim, any liability of Owner to Consultant shall be satisfied only from Owner's interest in the Property and the proceeds thereof. Without limiting the generality of the foregoing, no general or limited partners, members, employees, agents, directors, or affiliates of Owner shall in any manner be liable, personally, individually, or otherwise, for the obligations of Owner hereunder or for any Dispute related to this Agreement.

14. Upon reasonable notice to Consultant, Owner may assign this Agreement to a third party without Consultant's consent or approval. Consultant shall cooperate in executing any consents or other documentation needed to perfect any such assignment. Upon any such assignment, Owner shall have no responsibility or liability for any obligation that accrues after the date of assignment. Consultant shall look exclusively to the assignee with respect to same. Consultant may not assign this Agreement absent Owner's prior written consent.

15. This Agreement represents the entire and integrated contract between Owner and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement

may be amended only by written instrument signed by both Owner and Consultant, and shall be governed by the laws of the state of Georgia except as otherwise set forth herein.

16. The parties agree that the Agreement can be executed in counterparts and facsimile signature pages shall have the same force and effect as original signature pages.

17. The parties agree that the electronic signature of a party to the Contract, including but not limited to faxed signatures or electronically imaged signatures, shall be as valid as an original signature of such party and shall be effective to bind such party to the Agreement. The Agreement may not be denied legal effect solely because it is in electronic form.

By signing below, Owner and Consultant acknowledge their agreement to the items and conditions for the Project set forth above:

Consultant:

(Firm Name)

By: _____

Printed Name: _____

Title: _____

Date: _____

[Signatures continued on following page]

Owner:

Grady Health System

By: _____

Printed Name: _____

Title: _____

Date: _____

_____/_____
Initial