



REQUEST FOR PROPOSALS

ALL PROSPECTIVE ARCHITECTURAL FIRMS

REQUEST FOR PROPOSALS RADIOLOGY EQUIPMENT UPGRADES GHS-D&C Project Number: Q2026020

Grady Health System Department of Design & Construction is soliciting proposals for master architecture and engineering services for the ***Radiology Equipment Upgrades (Q2026020)***.

The project will be located on the Ground Floor, E-Wing, and the Third Floor, E and F-Wing, of Grady Memorial Hospital; 80 Jesse Hill Jr. Drive SE, Atlanta, Georgia 30303.

The RFP (dated Friday, 10/09/2026) will be posted on the Grady website prior to the **mandatory pre-proposal** meeting **Monday, 10/19/2026, at 11:00 AM**, in the offices of the **Health System's Department of Design & Construction, Third Floor, Hurt Building**.

The driving address is **50 Hurt Plaza, SE, Suite 301 Atlanta, GA 30303**.

Proposals, in accordance with the RFP for Project Number: Q2026020, are due **Friday, 11/20/2026, at 05:00 PM**.

Additionally, registration with VendorMate (through the following website: <https://registersupplier.ghx.com>) must be completed prior to proposal submission.

Please notify **Jannel Pacheco DeLoach** by email at jpacheco1@gmh.edu of your intention to submit a proposal by filling out and submitting Appendix D by **Friday, 10/23/2026 at 05:00 PM**.

Sincerely,

Jannel Pacheco DeLoach
Senior Architectural Project Manager
Design and Construction
Grady Health System



Grady Health System

Radiology Equipment Upgrades

GHS – Q2026020

Request for Proposal

Architectural and Engineering Services

Released: October 9, 2026

Due Date: November 20, 2026

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1.0 GENERAL INFORMATION

Grady Health System is soliciting Proposals for Master Architecture and Engineering Services for the following project:

PROJECT: Radiology Equipment Upgrades
PROJECT #: Q2026020
LOCATION: Grady Memorial Hospital

1.1 Introduction

Grady Health System (“GHS”) is one of the Southeast’s largest public hospital systems. With a delivery system that includes affiliations with public health organizations, medical education programs, and community advocates, GHS provides quality, cost-effective, and customer focused health care to residents of metropolitan Atlanta and citizens of the State of Georgia. Grady Health System is comprised of Grady Memorial Hospital (953 licensed beds), Crestview Health and Rehabilitation Center (388 licensed long-term care beds), the Infectious Disease Center (HIV/AIDS), the Loughlin Radiation Oncology Center, the Maloof Imaging Center, six (10) community health centers, the Regional Perinatal Center, the State of Georgia Poison Control Center, the Georgia Cancer Center for Excellence, The Marcus Stroke and Neuroscience Center, Grady EMS-Atlanta’s 911 ambulance service, the region’s premiere Level I trauma center and nationally renowned emergency medicine and burn centers.

GHS seeks to continue delivering patient-focused health care to residents of metropolitan Atlanta and citizens of the State of Georgia.

GHS intends to renovate and replace x-ray equipment in 5 rooms within the hospital including:

- Two (2) Rooms on the Ground Floor with finish upgrades
- Three (3) Rooms on the Third Floor including expansions and renovations
- Phasing required
- Structural Testing and Design
- Master Planning for two (2) other rooms on the Third Floor

The information contained in this RFP about Grady Health System, its facilities, services and business practices are confidential, and should not be distributed or disseminated without the express written approval of Grady Health System.

Grady Health System’s Design & Construction team manages all capital improvements, space planning, programming, architectural/engineering design, and construction for the Grady Health System.

Any questions regarding this RFP shall be submitted via e-mail correspondence to **Jannel Pacheco DeLoach** at jpacheco1@gmh.edu, copy to: [RADIOLOGY EQUIPMENT UPGRADES.02.01.01 RFI@docs.e-builder.net](mailto:RADIOLOGY_EQUIPMENT_UPGRADES.02.01.01_RFI@docs.e-builder.net).

Contact with Grady Health System’s administration, staff, and board members regarding this RFP is strictly prohibited during the selection process.

1.2 Project Overview

Project Description

Imaging equipment replacement of GE021 & GE019 on the ground floor with minor finish upgrades.
Imaging equipment replacement and renovation of 3F007, 3E101, & 3E108, on the third floor.

Goals of this Effort

The goals of the Radiology Equipment Upgrades effort are to:

- Enhance patient care and experience by using the latest technology and most current finish standards.
- Optimize operational efficiency and effectiveness by streamlining workflows and integrating innovative technology solutions into the facility design.
- Ensure regulatory compliance and safety standards to provide a secure environment conducive to patient recovery and rehabilitation.

Tasks Included

The selected design firm will be responsible for the following tasks:

- Advising Grady of industry best practices and state-of-the-art advances in the design of similar patient care environments.
- Identifying and implementing elements of Sustainability throughout the project delivery.
- Developing conceptual plans and specifications for the project scope of work.
- Assembling a comprehensive design team to include all required disciplines, including but not limited to structural engineering, mechanical, plumbing, electrical, and fire protection engineering, and estimating.
- Assessing regulatory requirements, accreditation standards, and safety guidelines to ensure compliance with healthcare regulations and industry best practices, especially including compliance with Department of Community Health regulations.
- Collaborating with project stakeholders to define programs, services, and amenities that meet the needs of the Radiology program.
- Identifying potential risks and developing risk mitigation strategies, including phasing plans, infection control risk mitigation plans, and life safety/interim life safety plans, to minimize disruptions and ensure project success.
- Providing ongoing support and consultation throughout the design and construction phases of the project to ensure the objectives are met and the highest standards of quality are maintained.

Project Budget

Project budget to include construction costs for the Radiology Equipment Upgrades project, to include new construction, is ***To Be Determined***.

Project Schedule

Key milestone dates below indicate the current best forecast and are subject to change

- Award & Design Services Kickoff: **Friday, December 18, 2026**
- Preconstruction Pricing of Design Packages scheduled to occur at the Design Development and Construction Document Phases.

1.3 Qualifications and Expertise

Grady Health System (GHS) requires the successful Bidder to exhibit the highest standards of integrity and work ethics (e.g. confidentiality, diligence, and professionalism). The Bidder shall have experience in providing similar scope of work in similar institutions as described in this RFP. The firm must have gained this experience because of being regularly engaged in the business of providing services in an acute healthcare/patient environment.

GHS shall assess each Bidder's response and whether in the opinion of GHS, the Bidder can undertake and complete the scope of work delineated within this RFP in a satisfactory and timely manner. GHS will award a contract only to a responsible Bidder that can successfully perform under the terms of this RFP.

Vendor Registration

All vendors are required to complete a Vendor Registration Application through the GHS electronic vendor registration process once awarded a contract and all representatives must register prior to visiting any location or department of the health system. All fees due are the responsibility of the awarded Vendor and their associates. The registration allows GHS to manage the vendors supplying critical services to the health system, profile of the vendors and all representatives that visit the health system. The electronic Vendor Registration Application can be completed on the GHS website at <https://registersupplier.ghx.com>

1.4 Evaluation Criteria and Process

The selection of the awardee to be engaged by GHS to accomplish the scope of work will be based on the following criteria that are utilized by the Evaluation Team. The Evaluation Team is comprised of members of the GHS staff.

- Demonstrating and Understanding of the Services
- Previous Experience on Projects of Similar Nature/References
- Management Plan
- Cost Proposal
- Incorporation of Small, Emerging, And Community-Based Businesses
- Incorporation of Environmental Sustainability Measures

2.0 SCOPE OF WORK / DESIGN RESPONSIBILITIES

The scope outlined in this proposal is to provide design services necessary for the project components identified below. Please include the following services in the Appendix E: Bid Form priced per phase (Design Development, and Construction Documents) and identify any additional requirements anticipated or requested.

At the conclusion of the Design Development phase, it is Grady Health System's intent to engage a contractor for preconstruction services to provide a cost estimate for these design packages. During this pricing exercise the expectation is that the design team will be involved and participate in value engineering activities and shall include any anticipated efforts in the pricing of the Fee Proposal.

In order to eliminate conflicts and reduce change orders during construction it is imperative that structural, architectural, mechanical, plumbing, and electrical drawings be coordinated and existing conditions be field verified during the design and construction document phases. You are expected to conduct field investigations as required to understand and reflect existing conditions at the jobsite (Required prior to bid submittal).

Basic Services

- Design Development, Construction Documents, Permitting, DCH Review, Master Planning of future phases.
- Construction Documents and Specifications
 - a. Provide detailed stamped construction drawings and specifications clearly indicating the work required for:
 - i. Structural
 - ii. Architectural
 - iii. Interior Wayfinding & Signage (coordinate with Hospital standards)
 - iv. Mechanical
 - v. Plumbing
 - vi. Fire Protection
 - vii. Electrical
- Drawing sheets will need to include, but are not limited to:
 - a. Cover with notes and legends(s)
 - b. Life Safety drawings for review by the State Fire Marshal as required
 - c. Interim Life Safety Measure (ISLM) plans and notes
 - d. Infection Control Risk Mitigation Plan (ICRMP) and notes
 - e. General and specialty notes
- Interior Design (to include lighting)
- Life Safety Design
- Structural Engineering
- ADA Accessibility Consultant
- Participation in Cost Estimating with Owner's Selected Contractor

- Coordination required to prepare a complete and fully coordinated set of construction documents for the scope of work described, which may include:
 - i. IT/Security
 - ii. Nurse Call
 - iii. Patient Monitoring Systems
 - iv. Medical Equipment
 - v. Interior Wayfinding & Signage
- Coordination activities with Owner's Commissioning Agent (if applicable)
- As-Built Electronic Record Drawings

Attendance at design review meetings with GHS-D&C construction and architectural project managers, including meetings consisting of:

- a. Project "kick-off" and program verification – as required
- b. Design Development progress review(s) – as required
- c. 100% Design Development review and sign-off
- d. 95% Construction Document review and sign-off

Attendance at all design Technical Review meetings with the GHS-D&C construction and architectural project managers, and including the Technical Review Team, consisting of members from supporting departments (Facilities Management for utilities, Epidemiology for patient care/infection control, Clinical Engineering, Security, Safety, Information Systems, Environmental Services, etc.). Technical review meetings occur at:

- a. 100% Design Development (with the engineering team)
- b. 95% Construction Document completion (with the engineering team)

Design Development deliverables consist of:

- a. One pdf file of 95% Design Development documents for GHS-D&C Architectural Project Manager review.

Construction Document deliverables consist of:

- a. One half-size set, one ACAD compatible drawing file, and one pdf file of 95% Construction Documents for GHS-D&C Vice President and Project Manager review.

The Architect will serve as the Owner's Architect of Record to design all components of the Project as well as to obtain regulatory approvals, such as those required from the Georgia Department of Community Health, and all local and state regulatory authorities.

The Architect will further be responsible for construction administration services during the construction duration and for coordinating with the Owner's Project Manager throughout the process. Provide a Monthly Fee for Construction Administration Services, as a separate line item included in Appendix E & E-1: Bid Forms.

Additional Services – Provide a fee for the following additional service items, as separate line items included in Appendix E 1: Bid Form:

Construction Administration – Provide a per month fee.

Owner Provided Services

Grady Health System will contract separately materials testing, shielding, commissioning, wayfinding, and art consultant as required to implement the project. It is Grady's intent to procure all design services necessary for the successful completion of this project. Please note any additional design services your firm may offer.

3.0 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will follow. The Owner reserves the right to adjust the schedule as the Owner deems necessary.

RFP Issuance	Friday, October 9, 2026
Prospective Firms Pre-proposal meeting	Monday, October 19, 2026
RFI's Due	Friday, October 30, 2026
Response to RFI's	Wednesday, November 11, 2026
RFP Proposal Due Date	Friday, November 20, 2026
RFP Award Date	Friday, December 18, 2026
Awarded Firm Start Date	Upon Contract execution firm shall be ready to begin work within (7) calendar days
Construction Documents Ready for Delivery to AHJ's	70 Calendar days from execution of contract
Target Construction Start Date	April 2027

4.0 PROPOSAL FORMAT

Provide one (1) electronic copy of proposal submitted to **Jannel Pacheco DeLoach**; jpacheco1@gmh.edu, with copy to [RADIOLOGY EQUIPMENT UPGRADES.02.01.03 PROPOSALS@docs.e-builder.net](mailto:RADIOLOGY_EQUIPMENT_UPGRADES.02.01.03_PROPOSALS@docs.e-builder.net)

Cover Letter: Provide a statement of interest. Include name and number for the **primary point of contact** should your firm be selected.

1. **Company Information:** Provide basic company information: Company name, address, indicate type of ownership, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). Identify the office from which project will be managed and this office's proximity to the project site.
 - a. Please disclose any ownership and/or relationships with Grady Health System.
 - b. Disclose whether the proposing entity or any shareholder, member, partner, officer, or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim directly or indirectly bearing on Grady Health System or the Fulton-DeKalb Hospital Authority.
 - c. Disclose the name and title of any of Grady Health System's and/or The Fulton-DeKalb Hospital Authority board members, officers, administration, employees, contracted employees or independent contractors that are employed by or affiliated with the Offeror's organization.
2. **Proposed Team Organization:** Provide your project team's organization chart to Include all consulting firms and sub-consultants per the requirements of this RFP.
3. **Qualifications and Experience:** Provide professional qualifications and description of experience for principal project staff. Provide information to support the following criteria:
 - a. Accreditation types and levels of lead staff
4. **Similar Project Experience:** Provide information on the firm's experience over the last five years with projects of similar type, size, function, and complexity. Describe no more than five (5) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the anticipated services listed in this RFP for this project. For each project, the following information should be provided:
 - a. Project name, location and dates during which services were performed.
 - b. Brief description of project and physical description (square footage, number of stories, site area).
 - c. Exact services performed by your firm and relevance to this project.
 - d. Owner's current contact information.
 - e. Identify how your company added value on each project example.
5. **Project Approach:** Provide a response to the following items, along with a description of any other concepts or qualities that differentiate your firm's approach to the project:
 - a. Provide information on Sustainability efforts to include previously incorporated measures and best practices for projects with similar size and scope.
 - b. Describe your approach to developing, assembling, and managing a design team with experience to be successful.

- c. What unique understanding of similar healthcare projects will enable you to provide cost-saving ideas for incorporating state-of-the-art design within an existing hospital environment?
 - d. Describe examples within the past two years of strategies that your firm has employed to help Owners lower the cost of similar capital projects?
6. **Proposed Fee:** Provide a fee for each design phase outlined in this RFP. **Appendix E & E 1 - Bid Forms** is included and should be filled out accordingly. Please provide an Excel version of a completed Proposal Form as part of your response.
 - a. Provide additional services hourly rates for each of the proposed team members/roles.
 - b. Provide a comprehensive list of anticipated reimbursable expenses. Note that reimbursable expenses are to be billed at actual or direct cost without markup.
7. **Owner A/E Contract: APPENDIX F** is included and should be filled out accordingly.
8. **RFP Project Documents**
 - a. APPENDIX A: AUTHORIZATION / CERTIFICATION FORM
 - b. APPENDIX B: CONTRACTOR WORK AND PERMIT REQUIREMENTS
 - c. APPENDIX B-1: CONTRACT COMPLIANCE CERTIFICATION
 - d. APPENDIX C-1: DEFINITION: SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES
 - e. APPENDIX C-2: BUSINESS IDENTIFICATION AND NONDISCRIMINATION
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 - h. APPENDIX C-5: CERTIFICATION OF EFFORTS
 - i. APPENDIX D: INTENT TO SUBMIT
 - j. APPENDIX E: BID FORM
 - k. APPENDIX E-1: BID WORKSHEET
 - l. APPENDIX F: AGREEMENT BETWEEN OWNER AND CONSULTANT
 - m. APPENDIX G: PRELIMINARY SPACE PROGRAM

Submittal of Questions or Clarifications: Questions about any aspect of the RFP, or the project, shall be submitted in-writing via e-mail by **05:00 PM, Friday, 10/30/2026** to: Jannel Pacheco DeLoach; jpacheco1@gmh.edu and copy to [RADIOLOGY EQUIPMENT UPGRADES.02.01.01 RFIs@docs.e-builder.net](mailto:RADIOLOGY_EQUIPMENT_UPGRADES.02.01.01_RFIs@docs.e-builder.net)

RFP electronic response submittals are to be received no later than 05:00 PM EST, November 20, 2026. Hard copies are not required for this submission.

Please limit your submittal to no more than (40) 8.5"x11" pages, with 11 pt. minimum font size. Appendices do not count towards the requested page limit count.

5.0 SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

It is an overall objective of Grady Memorial Hospital Corporation d/b/a Grady Health System ("GHS") to encourage involvement by Small, Emerging, and Community-based businesses as contractors and suppliers in business activities generated by GHS, while assuring that such activities will be conducted in accordance with all applicable laws. It is the declared policy and intent of GHS to maximize participation by Small, Emerging, and Community-based businesses in all business contracting opportunities. GHS is committed to ensuring that Small, Emerging, and Community-based businesses have every opportunity to participate in contracting.

In adherence to GHS's commitment to Small, Emerging, and Community-based businesses & Equity, contracted GHS suppliers must clearly, as defined by GHS, demonstrate good faith efforts to achieve the Small, Emerging, and Community-based businesses goal set forth by reporting to GHS Direct Tier II goods and/or services purchased from Small, Emerging, and Community-based businesses certified by one (1) or more of the third-party certification agencies recognized by GHS. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Contractor will be required to report Small, Emerging, and Community-based businesses' Spend to GHS quarterly in a manner subject to GHS's sole discretion. Failure to meet the GHS Small, Emerging, and Community-based businesses objectives or to report in the manner prescribed by GHS shall be a material breach of any controlling contract between GHS and Contractor or vendor.

GHS prohibits discrimination based on race, color, gender, sex, religion, sexual orientation, national origin, or disability in connection with employment of any person, or the award of any contract. GHS will provide equal opportunities without regard to race, color, gender, sex, religion, sexual orientation, national origin, or disability, by requiring that any vendor doing business with GHS provide equal opportunity to persons and businesses employed by or contracting with the supplier of products and services to GHS. GHS expects that the policies, programs, and practices of its vendors/Contractors are implemented equitably and that Certified Small, Emerging, and Community-based businesses are afforded an equitable opportunity to share in contract/subcontract opportunities.

Vendors interested in doing business with GHS® are required to complete and sign **APPENDIX B & C** in its entirety and submit it with their bid response.

6.0 PROCESS FOR SELECTION

6.1 Admissibility

To be admissible, a bid must adhere to the requirements and content for submissions outlined in this RFP. Failure to adhere to this format may eliminate the bid from any further consideration, as determined at the sole discretion of GHS-D&C.

Furthermore, bids from bidders who are currently debarred by Grady Health System, by any local jurisdiction or agency, and/or involved in any litigation with The Grady Memorial Hospital Corporation or Grady Health System will not be considered admissible.

6.2 Analysis of Proposals & Award

- Bids will not be opened publicly. All parties submitting bids will be notified in writing of the results of their submission.
- GHS will not consider any exceptions, exclusions, and/or clarifications. The bid proposal will be considered for completing services per scope of work described in this RFP.
- In evaluating bids, the selection will be based on determination of Responsibility and a determination of Responsiveness.
- GHS-D&C reserves the unqualified right to request additional information or meetings with any architect to visit previous or current project sites, or to visit their premises, if deemed necessary to arrive at a fully informed decision.
- The award will be to the responsible and responsive bidder whose bid conforms to all material specifications, terms and conditions set forth in the bid, with the lowest price, provided his/her bid is reasonable and is in the interest of GHS to accept it. No bid shall be considered for award if the bid is not responsive to the essential requirements of the solicitation or is submitted by a non-responsive bidder.
- Protest: A formal written protest form can be obtained by contacting the Office of the Contracting Officer at 404-616-0450.

Appendix A: Authorization/Certification Form

PROJECT NAME: RADIOLOGY EQUIPMENT UPGRADES
AREA: GRADY MEMORIAL HOSPITAL

PROJECT NO. Q2026020
PROJECT MANAGER: JANNEL PACHECO DELOACH

Firm:

To whom it may concern:

This is to certify that:

NAME:

TITLE:

SIGNATURE:

Is/are authorized to sign all bid documents and, if the firm is selected, the contract for this assignment.

Certifies that he/she has read, understands and agrees to be bound by the terms and conditions of the Request for Proposals.

By:

NAME: _____

TITLE: _____

PHONE: () _____

SIGNATURE: _____

DATE: _____

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

Appendix B: Contractor Work and Permit Requirements

Hospitality Program: Quality care for our patients is the key component in everything we do. Our Hospitality Program is centered around the values of safety, service, friendliness, helpfulness, courtesy, communications, response, privacy, dignity, respect, listening and professionalism. The purpose of this pledge is to let you know, for your acknowledgement, that everyone working in Grady Hospital has a stake in quality patient care, patient comfort and patient safety. By supporting these values, you will have a direct impact on our patients.

BADGE AND PERMITS Obtain Vendor Badge (must present valid ID and Project No. from Plant Operations Customer Service). A TB Skin Test (PPD) is required if on site for three or more days. PPDs may be obtained through GHS Employee Health Services (15A) at the expense of the contracting company. Area work/burn permits and utilities shutdown requests are secured prior to starting work.	INFECTION CONTROL All extra materials, debris, and trash are to be removed before moving to the next area or at the end of the day. No eating or drinking in hospital occupied work areas. All evidence of eating or breaks taken on a secured construction site must be removed before end of day. Maintain appropriate construction barriers.
INSURANCE Vendor must have proof of liability and workman's compensation insurance on site.	SHUTDOWNS No Mechanical or Electrical systems may be shut down or turned off for any reason without the GHS Project Manager and Facilities Management's assistance. Plan your work so that seven (7) calendar days' notice can be given for all shutdowns. Request for Utilities Shutdown Permit required.
FIRE SAFETY Communicate to the FCC, ext. 5-3956, the area where you will be working: 7 A, B, C. etc. Approved barriers must be in place <u>prior</u> to beginning work. Safety and/or the GHS Project Manager must approve temporary barriers.	CEILING TILES Replace all ceiling tiles by the end of the day, even if work is not completed. Ceiling or ceiling tile removal for access to work or inspection will be tagged with the project permit number , GHS Project Manager's name and contact number. Damaged or discolored tiles should be noted before the project begins, or the contractor will be held responsible. Ceilings that are out for long periods of time must have protection or approval from Epidemiology/Safety to protect patient's health and welfare.
FIRESTOP Cover all wall or slab holes with temporary covers to maintain compartment integrity. After task completed, penetrations must be permanently sealed with Fire Stop. Communicate to GHS Project Manager any penetrations and/or repairs. The GHS Project Manager and/or Safety must inspect all patched penetrations prior to covering.	SAFETY Contractors are to provide fully charged, with pull pin seal, approved (must have a current inspection/service tag) fire extinguishers in the construction areas. Be conscious of all signage and surroundings. Do not obstruct hallways and corridors. Keep doors closed to mechanical spaces construction areas. All clothing must meet OSHA requirements.
SMOKING No smoking on premises. Use dedicated smoking areas outside of building.	CUTTING & CORING Observer to be posted to watch "blind side" of cutting, if coring, or if demolition is to be done.
COMMUNICATION DEVICES Use of cell phones <u>prohibited</u> throughout the hospital. Cellular telephones and 2-way radios may cause electromagnetic interference affecting life support and other critical equipment. Vulnerable, sensitive areas have signage restricting radio-transmitting devices within that vicinity.	SECURITY AND STORAGE Immediate work area secured to keep all others out. Secure all equipment when not in use or attended. Work with GHS Facility Development if project storage space is needed for overnight, or any length of time. Stairwell travel should allow re-entry every 5 th floor, if some stairwell doors are found to be locked. Assigned access cards and keys are for the contractor's use only. No "piggybacking" is allowed. All assigned keys must be turned over to the foreman/project manager at the end of the day.
HOUSEKEEPING Do not obstruct hallways and corridors. Keep doors closed to mechanical spaces and construction area. The construction area shall be always kept in a neat condition. Combustible boxes and scrap materials shall be disposed of daily. Provisions shall be made to avoid the tracking of dust outside of the construction area. No refuge is to be left at any entry. Contractors will not use hospital equipment to clean up their projects.	UTILITIES All company owned equipment (power cords, etc.) must be inspected and approved by Safety/GHS Electrical Department prior to use. When using electrical equipment, a GFCI will be used.

PARKING The GHS-PM will designate available parking areas for contractor employees. Parking space at GHS is limited and workers may be required to park some distance from their workplace. Violation of this requirement will result in towing of the vehicle at the owner's expense. ELEVATORS Contractors shall move material in an elevator specifically designated by GHS-PM. This elevator shall be designated the "Construction" elevator. The contractors are required to vertically migrate through the building using the stairs or construction elevators.	HAZARDOUS MATERIALS Before starting any work within GHS, conformation must come from the Asbestos Coordinator, Tyrone Williams (x5-9650), that the area is free of Asbestos Containing Material (ACM). ACM or presumed ACM is regulated by the Environmental Protection Agency (EPA) and must not be disturbed by non-asbestos abatement contractors. Work through project managers to ensure compliance. No flammable storage on site. The Fire Command Center (FCC) and the Safety Department must be aware of all flammable products brought into Grady needed for task. Material Safety Data Sheets must be made available upon request, for contractor supplied products and materials.
OPEN FLAMES/HOT WORK Open flames of any kind require a burn permit obtained through the GHS Project Manager. This also applies to cutting and welding forms. A recent inspected and approved "ABC" fire extinguisher shall be always kept at the work site. Approved barriers are required for arc-welding.	SCHEDULING Any work needing to be performed outside of regular hours (0700-1700) or on weekends, must be pre-scheduled (requested in writing) through the GHS Project Manager one week in advance. Any secured areas, (i.e. 4th and 13th floors or locked offices), will not allow access and will need to be scheduled 48 hours in advance for work to be done in these areas.
SMOKE DETECTORS A network of smoke detectors protects Grady, which send a signal to the Fire Command Center (FCC). Dust, fumes, smoke, water and heat can set off the detectors. Plan your work so that seven- (7) days' notice can be given to temporarily take the smoke detectors out of service in the construction area. Request for Utilities Shutdown Permit required. Plant Operations may temporarily disconnect smoke alarms.	OCCUPIED AREAS It is expected that contractor employees working in occupied areas, including, corridors, be sensitive to patients, staff and the public. Yelling, foul language, dirt and debris without barricades, unattended ladders, toolboxes and materials are not permitted.
STANDARDS OF CONDUCT Use dedicated elevators for the transportation of equipment. Always yield to Grady patients, staff and daily business. Follow GHS directives during emergency responses and drills. Use of profane and abusive language is prohibited. No profane or derogatory verbiage on apparel. Keeping volume down on radios is required.	TOILETS Contractor personnel shall only utilize staff toilets as directed by your Supervisor. It is expected that use of toilets by contractor personnel will not result in any additional cleaning requirements.
GHS TELEPHONE NUMBERS Frequently used numbers inside GHS: GHS Plant Operations/Facility Management: 5-3960 GHS Design & Construction: 5-4291 Compliance Coordinator: Jinx Rainwater: 5-5291 Safety Office: 5-5356 Plant Operations: Duty Engineer: 404-837-0005 GHS Emergency: 911# Cardiac Arrest: 5-5555 Fire Commander Center: 5-3956 Housekeeping: 5-4065	INTERIM LIFE SAFETY MEASURES These are a series of administrative actions that must be taken to compensate for construction deficiencies or activities. They include: 1. Ensuring that exits provide free and unobstructed egress. 2. Ensuring free and unobstructed access to emergency departments. 3. Ensuring that fire alarm, detection, and suppression systems are not impaired. 4. Ensuring that temporary construction partitions are smoke tight and non-combustible. 5. Providing additional fire-fighting equipment and personnel training. 6. Prohibiting smoking in or near construction areas. 7. Reducing flammable loads through revision of storage, housekeeping, and debris removal practices. 8. Conducting additional fire drill(s) each quarter. 9. Increasing hazard surveillance of buildings, grounds and equipment. 10. Training personnel when structural features are compromised. 11. Conducting organization wide safety programs to ensure awareness of hazards.

FIRE SAFETY MEASURES: In the event of a fire, the following steps should be taken:

Rescue anyone in immediate danger.

Alert/alarm by activating the nearest pull station (typically located at most stairwells or proximal to elevator lobbies).

Contain the fire by closing doors, windows and turning off fans

Extinguish (Pull the pin, Aim at the base of the fire, Squeeze the trigger and Spray in a sweeping motion) the fire as time allows, and continue to evacuate.

CONCURRENCE: I HAVE READ, UNDERSTAND AND PLEDGE TO SUPPORT PATIENT CARE AS OUTLINED ABOVE. I UNDERSTAND FAILURE TO COMPLY WITH THESE REQUIREMENTS CAN RESULT IN DISMISSAL FROM THE PREMISES.

SIGNATURE / FIRM: _____ **DATE:** _____

APPENDIX B-1
CONTRACT COMPLIANCE CERTIFICATION

PROJECT NAME: RADIOLOGY EQUIPMENT UPGRADES
AREA: GRADY MEMORIAL HOSPITAL

PROJECT NO. Q2026020
PROJECT MANAGER: JANNEL PACHECO DELOACH

CERTIFICATION :

I certify that the statements made by me in this Contract Compliance Section are complete and true to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to debarment from participation in future GHS® contracting opportunities, held liable for breach of contract and subject to the enforcement of any remedies available under the contract or as a matter of contract law. I agree that no changes shall be made to this section without the written consent of GHS®.

Authorized Representative Signature

Title: _____

Authorized Representative Printed Name

Date: _____

APPENDIX C-1: DEFINITION: SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

(M/WBE) National Minority Supplier Development Council: A minority-owned business is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is 51% owned, operated and controlled by minority group members, defined from the following:

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.

Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

African American - A U.S. citizen having origins in any of the Black racial groups of Africa.

Hispanic - A U.S. citizen of Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America or the Caribbean Basin only.

Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

(WBE) Women's Business Enterprise National Council: A Woman-Owned Business Enterprise is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the US or its territories; and whose management and daily operation is controlled by one or more of the women owners.

(LGBTBE) National Gay and Lesbian Chamber of Commerce: Includes businesses physically located in the United States or its trust territories that are at least 51 percent unconditionally owned and operated by at least one lesbian, gay, bisexual and/or transgender (LGBTQ) person or persons who are either U.S. citizens or lawful permanent residents. In addition, they must exercise independence from any non-LGBT business enterprise.

(VBE) Veteran-Owned Business - A small business that is at least 51% owned, operated and controlled by one or more veterans.

(DVBE) Service-Disabled Veteran-Owned Business - A small business that is at least 51% owned, operated and controlled by one or more veterans with a service-connected disability.

U.S. Small Business Administration:

(DBE) Small Disadvantaged Business - A small business that is at least 51 percent owned, operated and controlled by one or more individuals who are both socially and economically disadvantaged.

HUBZone Business - A small business operating in a "Historically Underutilized Business Zone." HUB zones are defined at <http://map.sba.gov/hubzone/init.asp>

APPENDIX C-2: BUSINESS IDENTIFICATION AND NONDISCRIMINATION

(TO BE SUBMITTED WITH BID)

PART I – BUSINESS IDENTIFICATION

	Yes	No												
Small Business as defined by the US. Small Business Administration (SDB, SBE, Hub Zone)														
Minority Business Enterprise (MBE) If yes, please indicate the percentage of minorities who own, control, or operate your company: <table border="1" style="width: 100%; margin-top: 5px; border-collapse: collapse;"> <tr> <td style="width: 33%;">African American</td> <td style="width: 10%; text-align: center;">%</td> <td style="width: 33%;">Asian American</td> <td style="width: 10%; text-align: center;">%</td> </tr> <tr> <td>Hispanic/Latino</td> <td style="text-align: center;">%</td> <td>Pacific Islander</td> <td style="text-align: center;">%</td> </tr> <tr> <td>Native American</td> <td style="text-align: center;">%</td> <td>Other</td> <td style="text-align: center;">%</td> </tr> </table>	African American	%	Asian American	%	Hispanic/Latino	%	Pacific Islander	%	Native American	%	Other	%		
African American	%	Asian American	%											
Hispanic/Latino	%	Pacific Islander	%											
Native American	%	Other	%											
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)														
LESBIAN, GAY, BISEXUAL, TRANSGENDER BUSINESS ENTERPRISE (LGBTE)														
DISABLED-OWNED BUSINESS ENTERPRISE (DOBE)														
DISABLED VETERAN BUSINESS ENTERPRISE OR VETERAN BUSINESS ENTERPRISE (DVBE, VBE, SDV)														
IS YOUR COMPANY CERTIFIED AS ONE OF THE BUSINESS DESIGNATIONS ABOVE? If yes, please give the certifying agency and include a copy of your current certification with your bid response. The 3 rd party certifying agencies recognized and accepted by GHS are included.														
LOCAL SMALL BUSINESS If so, please indicate which county your company is located in. Please include a copy of the business license with the address. ____ DeKalb ____ Fulton ____ Business location in both counties ____ Other														

PART II - NONDISCRIMINATION POLICIES AND PROCEDURES

	Yes	No
Are you an individual who does not employ anyone? If so, you do not need to complete the remaining questions.		
Does your company have an Equal Employment Opportunity/Affirmative Action statement posted on company bulletin boards?		
Do you notify all recruitment sources in writing of your company's Equal Employment Opportunity/Affirmative Action employment policy?		
Do your company advertisements contain a written statement that you are an Equal Employment Opportunity/Affirmative Action employer?		
Do you belong to any unions? If yes, have you notified each union in writing of your commitments to non-discrimination?		
Does your company have a collective bargaining agreement with workers? If yes, do the collective bargaining agreements contain non-discrimination clauses and/or your Equal Employment Opportunity policy covering all workers?		
Does your company, at least annually, maintain a written record of and review the Equal Employment Opportunity policy and Affirmative Action obligations with all employees, including those having any responsibility for employment decisions?		
Do you conduct, at least annually, an inventory and evaluation of minority and female personnel for promotional opportunities and encourage these employees to seek, train, and prepare for such opportunities?		
Do you conduct, at least annually, a review of all supervisors' adherence to and performance under the vendors' and Contractor's Equal Employment Opportunity policies and Affirmative Action obligations?		
Is there a person in your company who is responsible for Equal Employment Opportunity? If so, please provide the name, phone number, and email address.		

Please explain any no answers, use additional paper as necessary:

Authorized Representative Signature: _____

Date: _____

APPENDIX C-3: SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES PLAN AND CERTIFICATION

(TO BE SUBMITTED WITH BID)

Past Performance: Offeror shall (1) summarize in writing its past performance for client healthcare institutions in actively fostering the participation of Small, Emerging, and Community-based businesses utilized by the institution, (2) provide three (3) or more client references for this purpose for whom it has provided applicable service to within the past two (2) years, with the name, phone number and e-mail address of a specific knowledgeable contact person for each such client reference.

Present Commitment: The offeror shall submit in writing its present commitment and business plan to facilitate and promote the participation of Small, Emerging, and Community-based businesses by completion of the attached Small, Emerging, and Community-based businesses Subcontracting Plan (DSSP). Small, emerging, and Community-based businesses used as Tier II contractors and suppliers must be certified by one or more of the 3rd-Party Certification Agencies recognized by GHS.

Post-award performance: The specific, measurable performance criteria included in the Proposal for present commitment to Small, Emerging, and Community-based businesses shall, subject to negotiation and mutual consent, become part of the awarded contract as specific, measurable requirements of vendor performance for the duration of the contract. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Vendor will be required to report to GHS monthly, in a manner subject to GHS's sole discretion, all direct and/or indirect certified spend with Small, Emerging, and Community-based businesses.

SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES CERTIFICATION:

I certify that the statements made by me in this Small, Emerging, and Community-based businesses Section are complete and true to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of fact, I am subject to disqualification and debarment from participation in future GHS contracting opportunities, held liable for breach of contract, and subject to the enforcement of any remedies available under the contract or under contract law. I agree that no changes shall be made to this section without the written consent of GHS.

Authorized Representative Signature

Title

Date

APPENDIX C-4: SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES SUBCONTRACTING PLAN (PROGRAM MANAGEMENT)

(TO BE SUBMITTED WITH BID)- SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES

The following are questions concerning the efforts your company will make to ensure that Small, Emerging, and Community-based businesses will have an equitable opportunity to compete for lower-tier subcontracts associated with the Grady Health System agreement:

What product/service areas do you envision the inclusion of Small, Emerging, and Community-based businesses, and how is this determined? _____

How are the capabilities of small, emerging, and Community-based businesses determined by your company? _____

How will your company ensure that Small, Emerging, and Community-based businesses are made aware of upcoming opportunities, and how will you prepare them to respond appropriately? _____

How will you monitor your company's Small, Emerging, and Community-based businesses' subcontracting performance under this agreement and make any adjustments to achieve the subcontracting plan goals? _____

Will your Small, Emerging, and Community-based businesses be subcontracting administrators:

Yes / No

_____ Develop and maintain lists of Small, Emerging, and Community-based businesses from all possible sources.

_____ Oversee the establishment and maintenance of your company's contract and subcontract award records associated with this Grady Health System agreement?

_____ Conduct or arrange the training of your company's purchasing personnel on the Grady Health System agreement goals and processes to achieve this goal?

_____ Introducing Small, Emerging, and Community-based businesses to company purchasing personnel based on commodities or services in which these vendors may have a mutual or potential concern

_____ Maintain records demonstrating that procedures have been adopted and implemented to comply with the reporting requirements and Small, Emerging, and Community-based businesses goals within the Grady Health System.

_____ Prepare and submit the monthly required Small, Emerging, and Community-based businesses reports to Grady Health System.

SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES SUBCONTRACTING PLAN (DSSP) PG.2

(DIRECT SMALL, EMERGING, AND COMMUNITY-BASED BUSINESSES REPORTING)

In adherence to GHS's commitment to Small, Emerging, and Community-based businesses, GHS suppliers must clearly, as defined herein, demonstrate a good faith effort for Tier II direct goods and/or services to be purchased from Small, Emerging, and Community-based businesses certified by one or more of the 3rd party certification agencies recognized by GHS. Such spending with Small, Emerging, and Community-based businesses will be monitored. In connection with such monitoring, Contracted GHS Suppliers will be required to report to GHS monthly, in a manner determined by GHS, all direct spending with Certified Small, Emerging, and Community-based businesses.

Company Name: _____
GHS Business Unit: _____
Phone Number: _____

Agreement Term: _____
GHS Business Unit Contact Name: _____
Vendor Contact e-mail: _____

Description of goods/services provided under this primary agreement (include name of project if applicable): _____

Who will be responsible for coordinating your company's Diverse Supplier subcontracting activities during the period of this contract?

Name/Title: _____
Address: _____
Fax: _____

Company: _____
Phone: _____
E-Mail Address: _____

State the total dollar value planned to be subcontracted associated with this GHS agreement:

Please list all of the GHS Accepted 3rd Party Certified Diverse Suppliers you have identified that will serve as Direct Tier 2 Subcontractors associated with this GHS project and the projected spend amounts with each company:

PROJECTED SPEND IN DOLLARS & PERCENTAGE NOT REQUIRED IN PROPOSAL – REQUIRED AT GMP CONFIRMATION

Vendor Name	Address	Contact	Phone	Email	Certification Type	Business Classification (Product/Service)	Direct Projected Sped in Dollars	Direct Projected Spend by Percentage

Submitted by:

Authorized Representative Signature

Title

Date

APPENDIX C-5: CERTIFICATION OF EFFORTS

APPENDIX C-5: NOT REQUIRED IN PROPOSAL – REQUIRED AT GMP CONFIRMATION

Vendor: _____

RFP Name: _____ **RFP Number:** _____

I certify that the following efforts were made to achieve Certified Diverse Supplier participation.

- a) Provided written notices to certified diverse business enterprises who have the capability to perform the work of the contract or to provide the service **__Yes __No**
- b) Direct mailing, electronic mailing, facsimile or telephone requests **__Yes __No**
- c) Provided interested certified diverse business enterprises with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation **__Yes __No**
- d) Allowed certified diverse business enterprises the opportunity to review specifications, blue prints and all other RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline **__Yes __No**
- e) Acted in good faith with interested certified diverse business enterprises, and did not reject certified diverse business enterprises as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities **__Yes __No**
- f) Did not impose unrealistic conditions of performance on certified diverse business enterprises seeking subcontracting opportunities **__Yes __No**
- g) Additionally, I contacted the referenced certified diverse business enterprises and requested a bid. The responses I received were as follows:

Name and Address of certified diverse business enterprises	Type of work and Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid

(if additional space is required this form may be duplicated)

If applicable, please complete the following:

I hereby certify that certified diverse business enterprises were “Unavailable” or “Unqualified” to submit bids to provide goods and services for this RFP response. I further certify that efforts have been made to establish “Joint Ventures”, and said entities were also unavailable at this time.

Reasons for the “Unavailability” or being determined “Unqualified”;

Submitted by:

Authorized Representative Signature

Title

Date

APPENDIX D: INTENT TO SUBMIT

This letter serves as notification of intent to submit or not to submit a proposal for the **Radiology Equipment Upgrades**.

RFP Numbers: **Q2026020**

This will determine your responsibility to submit a bid.

_____, Acting as a representative of _____
(Name of Representative) (Company Name)

Hereby offer our intent to:

_____ Submit a response to the request for services in this RFP.
_____ Decline to submit a response to the request for services in this RFP.

Reason: _____

(Print Name)

(Signature)

(Title)

(Date)

(Telephone/Fax number)

(Email address)

APPENDIX E: BID FORM

To: Grady Health System

Project: **Radiology Equipment Upgrades**

GHS-D&C Project # **Q2026020**

Date: _____

Submitted by:

(full name) _____

(full address) _____

1. OFFER

Having examined the Place of the Work, all matters referred to in the Request for Proposal, and the sample General Conditions of Contract Between Owner and Architect including the Engagement Letter in Exhibit A prepared by Grady Health System Design & Construction for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the professional services requested for:

Radiology Equipment Upgrades (Q2026020) for the per Design Phase Price of:

		<u>Proposed Duration (weeks)</u>
Design Development	\$ _____	_____
Construction Documents	\$ _____	_____
Permitting & DCH Review	\$ _____	_____
Master Planning for Full Radiology Upgrade Rollout and Phasing.	\$ _____	_____

Total for all base servicesdollars, and 00/100
in lawful money of the United States of America, \$_____.00

Below pricing is not to be included as base services. Additional Services for the following will be awarded contingent on capital funding approval for the construction of the project to be determined at a later date.
Construction Administration (per month) \$_____

2. ACCEPTANCE

This offer shall be open to acceptance [and is irrevocable] for sixty [60] days from the bid closing date. If this bid is accepted by Grady Health System- Design & Construction within the time period stated above, we will:

- Execute the Agreement within two [2] days of receipt of Notice of Award.
- Furnish the required Insurance within two (2) days of receipt of Notice of Award.
- Commence work within five [5] calendar days after written Notice to Proceed of this bid.

3. CONTRACT TIME

All professional services will be completed in accordance with "Section 4.0 Schedule" of the IFP including construction administration due dates that will be set forth in the Engagement Letter upon project award.

4. ADDENDA

The following Addenda have been received, and the associated modifications considered and all costs are included in the Bid Lump Sum Price.

Addendum # Dated

Addendum # Dated

Addendum # Dated

Addendum # Dated

5. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)
(Seal)

(Authorized signing officer Title)
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.



APPENDIX E-1

DEPARTMENT of DESIGN AND CONSTRUCTION

BID WORKSHEET/BACK-UP

Project Name:

GHS-D&C Project #:

Date:

FIRM NAME**RADIOLOGY EQUIPMENT UPGRADES****Q2026020****MM/DD/YYYY**

SERVICE DESCRIPTION:	PROJECT NAME	%-AGE OF TOTAL	E.O.P. QUALIFYING (FIRM NAME)	REMARKS: NOTE 1
BASE FEE PROPOSAL				
BASIC SERVICES (PER AIA)				NOTE 2
ARCHITECTURAL - DESIGN DEVELOPMENT	\$ -	#DIV/0!		
M/E/P/FP ENGINEERING - DESIGN DEVELOPMENT	\$ -	#DIV/0!		
STRUCTURAL - DESIGN DEVELOPMENT	\$ -	#DIV/0!		
ARCHITECTURAL - CONSTRUCTION DOCUMENTS	\$ -	#DIV/0!		
M/E/P/FP ENGINEERING - CONSTRUCTION DOCUMENTS	\$ -	#DIV/0!		
STRUCTURAL - CONSTRUCTION DOCUMENTS	\$ -	#DIV/0!		
PERMITTING & DCH REVIEW	\$ -	#DIV/0!		
SUB-TOTAL - BASIC SERVICES	\$ -	#DIV/0!		
REQUESTED ADDITIONAL SERVICES (PER AIA)				NOTE 3
MASTER PLANNING	\$ -	#DIV/0!		
SUB-TOTAL - REQUESTED ADDITIONAL SERVICES	\$ -	#DIV/0!		
TOTAL FEE PROPOSAL	\$ -			
ESTIMATED REIMBURSABLE EXPENSES:	\$ -			
GRAND TOTAL:	\$ -			

ADDITIONAL PROPOSED SERVICES:

CONSTRUCTION ADMINISTRATION (PER MONTH)

\$

-

APPENDIX F: AGREEMENT BETWEEN OWNER AND CONSULTANT

PROJECT: _____

CONSULTANT: _____
c/o: _____

OWNER: _____
c/o: _____

**CONTRACT
AMOUNT NOT
TO EXCEED:** _____

**CONTRACT
TERM:** _____

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

See [*Proposal and date* _____], attached as Exhibit A.

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: _____ **Consultant:** _____

By: _____ By: _____
Its

By: _____ Name: _____
Its Title: _____

Date: _____ Date: _____

_____/_____
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,

_____/_____

Initial

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 \$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, directors, and

(“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. Except to the extent Owner may agree otherwise in its sole discretion, Consultant shall submit lien waivers for itself and all sub-consultants with each application for payment, confirming that lien rights and payment claims with respect to all Work performed through the date of the Owner's immediately preceding payment have been waived and released in all respects. Subject to any retainage terms to the contrary elsewhere in this Agreement, all payments shall be subject to ten percent (10%) retainage until final payment. Any amounts undisputedly due and owing Consultant under this Agreement shall bear interest at six percent (6%) per annum.

6. In the event any lien is filed or notice of lien sent by any person, for work or services performed in connection with the Project for which Consultant has been paid, Consultant shall take immediate steps to remedy same. Such steps shall include but are not necessarily limited to posting any statutory discharge bonds necessary to release the Project site from the lien. In the event Consultant fails to secure such release of lien after ten (10) days of receiving written request from Owner for same, Owner may secure the lien release itself and seek reimbursement of all cost and expenses it incurs in doing so, including all attorneys' fees.

7. 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.

8. 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.

9. 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.

10. No action or failure to act by Owner or any agent, employee, contractor, or other consultant of Owner

_____/_____

Initial

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.

11. 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.

12. 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, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

_____/_____

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

Consultant:

By: _____

Printed Name: _____

Title: _____

Date: _____

Owner:

By: _____

Printed Name: _____

Title: _____

Date: _____

_____/____

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APPENDIX G: SUPPLEMENTAL DOCUMENTS

The following documents are to aid in the process but are not final. Please use these concept plans as a guide to understand the intended scope of work.

END OF DOCUMENT



