FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

REQUEST FOR PROPOSAL NO. 10RFP061610K-JD

PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER

For

HEALTH AND HUMAN SERVICES AGENCY

RFP DUE DATE AND TIME: Monday, July 12, 2010 11:00 A.M.
RFP ISSUANCE DATE: June 14, 2010
PURCHASING CONTACT: Joyce Daniel, APA, (404) 612.5824
E-MAIL: joyce.daniel@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1
INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting proposals from qualified proposers to provide a full range of project management and construction management services necessary to facilitate administration and major renovation of the Oak Hill Child, Adolescent and Family Center. Project management and construction management services and other related professional services will begin during the planning phase of the project and continue through the construction close-out and warranty periods of the facility.

The Project Management/Construction Management Team ("PM/CM") will oversee, monitor, direct, check, review, and comment on design work performed by others as well as monitor the overall control and expediting of the construction work to facilitate completion of the project within the approved time frame and within the estimate of construction cost of the project.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the ***Project Management and Construction Management Services for the Oak Hill Child, Adolescent and Family Center.***

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 PROGRAM OVERVIEW

Oak Hill will be a youth-specific health and social issues should be addressed in a safe, well-coordinated environment built to foster physically and mentally healthy lifestyles. Fulton County's Health and Human Services agency is proposing the implementation of a comprehensive, evidenced-based service delivery system, the Fulton County Children and Youth Continuum of Care, which includes the Oak Hill Child, Adolescent, and Family Center (Oak Hill) as its core.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning,

fitness, and recreational activities. The 22 acre site will require extensive renovations and expansions to its physical infrastructure of seven buildings, gymnasium, swimming pool, tennis courts, storage sheds, grounds keeper house and athletic field to support the enhancement of current programs and services and the creation of new programs and services.

1.3 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, http://www.fultoncountyga.gov under "Bid Opportunities".

1.4 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Monday, June 21, 2010 at 1:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, July 12, 2010 at 11:00 A.M.,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Joyce Daniel, Assistant Purchasing Agent, joyce.daniel@fultoncountyga.gov; phone (404) 612-5824; fax (404) 335-5806. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

Approve – Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the PM/CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Construction Manager – the person designated as in charge to lead the day-to-day activities to manage the construction management services.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

County – Fulton County Government and its authorized representatives.

Day – The "term" day as used in the agreement shall mean "calendar day' unless specifically designated otherwise.

Engineer - the Engineer is the person or entity identified as such herein. The term "Engineer" means the Engineer or the Engineer's authorized representative.

Final completion – the date of final completion of the work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

Joint Venture (JV) - A contractual agreement joining two or more persons, partnerships, corporations or any combination of business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Owner's Representative Team – the Owner's Representative Team shall include staff from the following departments; General Services, Public Works, Risk Management and Purchasing & Contract Compliance.

Project – the project is the total construction of the Adamsville Regional Health Center under a design/build contract.

Project Manager (PM) – the person designated as in charge to lead the day-to-day activities to manage the project schedules.

Project Management and Construction Team (PM/CM) – the team that is proposed by the Proposer to manage the project in accordance with the scope of work defined in this RFP. After the issuance of the Notice to Proceed (NTP) the team will also include integration of Fulton County staff.

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Program Management Team of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Substantial Completion – the date of substantial completion of the project is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the

County or the County's separate contractors can occupy or utilize the work or a designated portion thereof for the use for which it is intended and accepted and signed by the County. A letter is required to achieve substantial completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements.

Time – unless otherwise provided, the contract time is the period of time allotted in the Agreement from issuance of a Notice to Proceed, including authorized adjustments. The date of commencement of the work is the date established in the Notice to Proceed.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, July 6, 2010 at 5:00 PM,** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance
Attn: Joyce Daniel
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: joyce.daniel@fultoncountyga.gov
P: (404) 612- 5824 F: (404) 335-5806

RE: Project Management and Construction Management Services for the Oak Hill Child, Adolescent and Family Center

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be

posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term or until project completion as determined by the County.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of one (1) Health & Human Services staff member, one (1) General Services Department staff member, two (2) Purchasing Department staff members and one (1) Finance Department staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves

the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the

solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Owner's Representative Team, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

(1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

(a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

(b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

(a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

(b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

(c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.

2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Department of Purchasing and Contract Compliance

130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.

5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or

disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor

and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

    A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or

designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, July 12, 2010** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #10RFP061610K-JD
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The PM/CM will provide all necessary services to coordinate and complete the project and insure that the overall project objectives are met. The selected PM/CM will be assigned a Fulton County Government Center location. Other additional services may include assisting the County in public relations activities, including preparing information and attending public meetings, preparing necessary information for obtaining applicable permits and monitoring contractor's compliance with all governmental agencies permit requirements for construction activities.

3.3.1 GENERAL

The general work to be performed shall be as follows:

1. The PM/CM shall provide all professional project management and construction management services including the necessary documents, conferences, meetings, presentations and presentation materials required by the County.

2. The PM/CM shall provide services in compliance with County policies and procedures and provide reports demonstrating compliance on a monthly basis and when requested.

3. The PM/CM shall be responsible for establishing, providing and organizing project management information and control systems. The PM/CM shall provide, implement and manage a computer system including hardware, software, and maintenance. The system shall include, but not be limited to, project management, document control system, scheduling, cost control, design/engineering status, contractor/sub-contractor progress and cost, M/FBE/EEO status and cost, delivery/installation status, inventory/assets status, payments including all subcontractor information.

4. The PM/CM shall constantly update cost and schedule systems for the project.

5. The PM/CM shall develop and implement Quality Assurance Program and ensure compliance.

6. The PM/CM shall assure that Fulton County standards and policies including but not limited to permitting standards, and design and construction guidelines and policies are fully complied with.

3.3.2 PROJECT MANAGEMENT SCOPE OF SERVICES/ ROLES AND RESPONSIBILITIES

Task A – Program & Contract Administration

1. *Develop and Implement Administrative and Technical Control Procedures.*

   The PM/CM shall develop and maintain appropriate administrative and technical control procedures. These may include, but not be limited to the following:

   a. Data management, including the development and maintenance of an information system, coordination and preparation of project manuals and specifications, which will incorporate appropriate scope, budgets, schedule control, performance management and

resource distribution data using Microsoft and/or Primavera software compatible with existing County systems.

2. *Communications* - Facilitates effective communication and team work with other members of the PM/CM Team and the Owner's Representative Team through regularly scheduled meetings, project updates, and regularly updated project timelines.

Task B – Program Controls

1. *Develop and Implement a Document Control System.*

   The PM/CM shall develop a new or modify the existing document tracking and control system for all drawings, submittals, contract documents, operating manuals and correspondence. The PM/CM is responsible for maintaining on-site copies of all documentation.

   The PM/CM is responsible for identifying, then categorizing and organizing all documents, manuals, drawings, samples etc. and maintaining an on-site technical resource library.

   PM/CM is also responsible for the coordinating with planning, design and support departments, as necessary, to facilitate the review, coordination, and control of contractor submittals and other materials as required.

2. *Quality Control*

   The PM/CM shall direct the decision making, accountability and delivery process of the project. The PM/CM will establish sustainable and quality performance measures to be applied and incorporated throughout all phases of the project. These measures will be applied and constitute measures of the quality assurance and sustainable achievements of the project.

3. *Project Management*

   The PM/CM shall assist in the coordination of the overall management of the Project and advise the County's designated representative of any potential delays and their projected cause, and recommend procedures and/or alternatives to mitigate or overcome such problems.

4. *Schedule and Planning System*

The PM/CM shall develop a detailed critical path schedule for project tracking and management assisting in recovery schedules when necessary; and maintain a computerized program information system using Microsoft and/or Primavera computer software that integrates the Project scope by task, budget, schedule control, and resource allocation functions. The system shall be capable of producing a master schedule incorporating each Project element using critical path methodology.

5. *Cost and Budget Control System*

The PM/CM shall have the capability of monitoring actual costs versus budgeted costs, for each element, through each phase of the Project. This system must have the ability to forecast costs as Project elements are defined and developed.

6. Cost Management & Estimating

The PM/CM shall implement and maintain cost management procedures for the County throughout the Design Phase. The PM/CM is responsible for all cost estimating services, and will prepare and submit construction cost estimates with submission of the documents for Schematic Design, Design Development and 100% Construction Documents.

The PM/CM in conjunction with the County shall review the cost estimate provided at each of these phases and evaluate it for conformance with the established Project budget.

The PM/CM shall provide a written report of its findings along with each estimate and, as needed, shall conduct cost adjustment sessions with the Architect and County. These cost adjustment sessions shall be utilized to address technical errors or omissions in the estimates, and if required, to suggest and review design modifications needed to maintain cost control on the Project. At the conclusion of these sessions, the PM/CM, as needed and in conjunction with the County, shall direct the Architect to make adjustments in the documents to achieve the cost objectives.

When design or programmatic changes with an effect on the budget are made and approved by the County, the PM/CM shall work with the County and Architect to determine the cost impact, and issue a revised construction project budget. Such revisions shall be confirmed in writing

by the County, and shall result in a corresponding revision to the Fixed Limit of Construction Cost to which the Architect is held by its agreement.

If requested by the County during the Design Phase, the PM/CM shall provide value analysis studies of the major construction components such as the mechanical system, exterior envelope, structural system, roofing system, or power/lighting system. These value analysis studies shall be prepared in report form and submitted to the County and Architect.

7. *Project Reviews and Reporting*

The PM/cm shall schedule regular Project Review Status meetings, and assist and advise the County's designated representative in conducting such meetings. The PM/CM shall also prepare reports on a regular basis on the overall schedule and budget status of the Project.

8. *Third Party Coordination*

At the request of the County's designated representative the PM/CM shall assist in the coordinating efforts and elements of the Project as required.

9. *Public Relations Communications*

Coordinate, prepare and develop content the communications strategy and which will include but not be limited to establishing an electronic web portal providing executive summaries, project overviews, schematic drawings and illustrations etc. of the program; on site informational displays; public forums etc.

Task C – Project Development

1. *On-going review of Concept Design Development*

The PM/CM shall review the conceptual design development the Project, based upon specified functional criteria and County requirements.

2. *Project Oversight*

The PM/CM shall monitor and review the design activities for the Project. This shall include oversight of the activities of all parties, identify critical issues and recommend to the County's designated representative specific solutions to address those issues in order to maintain the Program schedule and budget.

Task D – Technical Analysis/Support

1. *Environmental Issues* - The PMT shall develop a schedule for obtaining all regulatory permits and approval including environmental permits and land use approvals from all relevant local agencies.

2. *Sustainable Design and Life Cycle Energy Modeling*

   The PM/CM shall develop and integrate an approach to incorporate life cycle energy modeling within the architectural and engineering design phase of the project and make recommendations to establish sustainable design approach, and technologies.

Task E – Project Design Coordination/Management

1. Monitor design documents during the design phases and verify progress status.

2. Develop and implement procedures for responding to Request for Information (RFI).

3. The PM/CM will assume responsibility to coordinate, track and expedite submittals, and requests for information between the design consultants and construction contractors as required and coordinate construction testing as required.

4. Develop the Project Construction Plan

5. Prepare and implement a comprehensive Quality Assurance Program.

6. Develop a system for tracking payment requests from subcontractors.

7. Maintaining a document tracking and control system.

8. Assist the County in project post-occupancy and close-out activities.

Task F – Pre-Design Phase Services

1. The PM/CM, in conjunction with the County, shall develop Design Phase schedules, as well as procedures and report formats to provide the basis for communication between the Architect, Project Manager and County.

2. The PM/CM is responsible for the schematic design and design development of project.

3. The PM/CM will coordinate the scope of the design services which should at a minimum include, but is not necessarily limited to, the items outlined below: furniture, technology, and equipment, signage standards and source lists for the program. The Scope of design services should at a minimum include, but not necessarily limited to , the items outlined below:

    - Architectural Programming/Cost Model
    - Existing Site Conditions Analyses
    - Measured Drawings of Existing Site Conditions
    - Schematic Design
    - Design Development
    - Space Planning
    - Landscape Design
    - Structural Design
    - Construction Documents
    - Mechanical, Electrical, and Plumbing, Fire Protection and Communication Systems Design services
    - Electrical Fault Current Studies
    - Mechanical Load Studies
    - Interior Design/Furnishings and Equipment Selection
    - A/V & Acoustical Design
    - Signage/ Graphics/ Art
    - Code review and compliance
    - Computer Modeled Energy Analyses
    - Value Analyses, Life Cycle Cost Analyses

4. The PM/CM will coordinate all meetings, and correspondence related to verification of the Program goals and objectives, organizational frameworks for the program components, design directions, and quality performance measures for the project.

5. Manage all design consultants to create an efficient design with maximum usable space, and a facility that is functional sensitive and aesthetically pleasing, and embracing of local community values and programmatic aims.

Task H – Public Outreach Services

1. The PM/CM shall assist the County staff in developing public information and community outreach programs for local officials and the local

community during all phases of the Project. Possible tasks include: developing, designing, producing and distributing printed materials; creating displays and presentations; setting up public forums and other special events; participating in briefing sessions and establishing and maintaining computerized files documenting all public outreach efforts.

2. The PM/CM shall assist in responding to inquiries and comments from the general public, community groups, local elected and appointed officials as well as establish a file of all correspondence relating to such inquiries and comments.

3. The PM/CM shall develop a monthly status report of the Project acceptable to the County.

3.3.3 CONSTRUCTION MANAGEMENT SCOPE OF SERVICE / ROLES AND RESPONSIBILITIES

Task A – Construction Management Services

1. Construction Manager shall monitor the overall control and expediting of the construction work to facilitate completion of the Project within the approved time frame and within the estimate of construction costs of the Project. Construction Manager shall also be responsible for quality assurance of the construction work in accordance with the construction and procurement contracts. Construction Manager shall monitor the work of the construction contractor(s) (hereinafter referred to as the Contractor or the Contractors) and shall coordinate all phases of their work to facilitate completion of the Project in accordance with the established time period and estimate of construction cost of the Project.

2. Construction Manager shall be responsible for reviewing and coordinating safety precautions and programs. Construction Manager shall notify the County of any observed inadequacies in Contractor's safety programs and shall notify the County of instances of noncompliance apparent during Project Manager's inspection. Project Manager's responsibilities for review and coordination of construction safety programs shall not extend to direct control over or charge of the acts or omissions of contractors or any persons not directly employed by Project Manager. Project Manager shall coordinate the availability of temporary project facilities, equipment, materials and services for common use of contractors.

Task B – Project Controls

1. Schedule Verification: Review and monitor project schedules and work breakdown schedules throughout the project implementation process for compliance and compatibility with overall project requirements.

2. Project Schedule Development: Provide all necessary information for use in preparing the summary of work portion of the construction bid documents and as a baseline for evaluating contractor schedule submittal during start-up of construction.

3. Monthly Project Progress Reports: During construction prepare regular monthly progress reports for the project which address the plan, progress and problems. Identify any deviations from established project schedules, budgets and any other established performance metrics. Manage the monthly progress meetings and record and distribute all meeting minutes.

4. Document Control: Process, log, distribute shop drawings, review documents, and receive certified payrolls for the entire project.

5. Security: Ensure that all County security regulations are maintained on site, provide security and audit security company invoices, process security credentials and ID badges, liaison with County security, and conduct training as required.

6. Project Overviews: Review and develop, from a construction aspect, a profile of the Project, which shall include, but is not limited to, elements such as schedule, site, construction methods, and special or difficult circumstances.

Task C – Project Administration

1. Construction Manager shall provide administrative, management and related services as required to coordinate the work of the Contractors with each other and with the activities and responsibilities of County, Project Manager and Architect/Engineer to complete the Projects in accordance with County's objectives for cost, time and quality.

   Construction Manager in cooperation with Architect/Engineer shall provide administration of the Construction Contract for the Project.

   Construction Manager shall administer all such contracts to achieve

completion of the work in accordance with the approved Drawings and Specifications.

2. Claims Avoidance, Claims Management and Change Order Analysis: Provide claims avoidance management and claims management. Review design and construction contract claims and change orders, evaluate the basis for claims and disputes, analyze claim amounts and participate in settlement negotiations as requested. Maintain a claim register indicating current status of each and recommend appropriate actions to the Project Manager. Prepare and present Proposed Contract Modifications to the Project Manager with a complete explanation for the change and an assessment of the impact to cost and schedule, and manage the contract modifications process within delegated limits.

3. Contract Monitoring Assistance: Support County and Project Manager's, engineers, planners and schedulers in their contract monitoring activities. Including filing of mechanics liens and checking and logging all contractor insurance certificates. Verify insurance carried by each contractor and sub-consultant is in compliance with the requirements of the bid package.

4. Technical Assistance: Provide technical assistance to Contractors in the construction submittal, Request-for-Information (RFI), and contract modification processes. Route Contractor submittals to appropriate review entity (Project Manager and/or Architect of Record). Track and manage the flow of construction submittals. Check and log all Requests for Subcontractor Approval forms.

5. O & M Reviews: Review final operations and maintenance submittals for conformance to the Contract Documents and provide final recommendations for County approval of all O & M related documents.

6. Start-Up and Training Coordination: Coordinate and monitor facility / equipment start-up planning and operational tests; coordination of new facility occupancy; and new facility / equipment training of County personnel. Coordinate County maintenance personnel witnessing of start-ups. Arrange for corrections of any deficiencies through contractors and develop all corresponding punch lists. Collect and maintain all documents, manuals and warranties for turnover to the County and/or the Project Manager.

7. Contract Closeouts: Draft and monitor contract closeout checklist in order to receive all deliverables, finalize all contract modifications and determine final quantities for final payment and contract closeouts.

8. Project Documentation: Maintain files of as-built documentation for all projects managed by CM and review for accuracy and completeness. Transmit all final project documents to General Services Construction Division.

9. Sub-consultant Agreements: Maintain complete responsibility for the selection, negotiation, and management of any approved sub-consultant contracts and amendments for those approved sub-consultants contracted directly with the Construction Manager.

10. Contract Invoices: Review and approve construction contract payments, collect/review all submittals. Review contractor's invoices and proposals for completion and accuracy, certify completion of work, and sign monthly pay estimate.

11. Contract Inquiries: Respond to all appropriate contract inquires from bonding companies, auditors, etc.

Task D – Design / Engineering Related Services

1. Constructability Review: Perform design reviews for new and existing projects for constructable and biddable plans, specification and estimates. Check for reasonable selection of materials, equipment and systems. Confirm the design is compatible with standard construction methods, dimensions are adequately presented, and adequate documentation is provided. In addition, ensure that site conditions and as-builts are well depicted, and limitations on the site are considered, phasing requirements have been assessed, and inter-discipline coordination has been adequately performed by the A/E. Provide comments to designers and the Project Manager, in a standard format using a checklist and sign-off system, verify changes are incorporated and attend project design review meetings.

2 During design review processes, in cooperation with the A/E, identify potential construction alternatives and materials or systems selections which would substantially shorten the project schedule and/or reduce the project costs. If opportunities exist, notify Project Manager with recommendations for appropriate action.

3. Design Errors and Omissions, Damage Recovery: Review contract modifications to determine first, whether any change was the result of design errors and/or omissions and second, the estimated amount of the

County damages resulting from the errors and omissions. If the analysis shows that County has sustained damages, action is taken to formally notify the A/E and negotiate a settlement of the County's claim.

4. On-Site Inspections: Provide on-site inspections of the project to ensure contractor compliance with their contract.

5. Construction Document Review: Perform a general review of all Construction Documents and other materials contained in Bid Packages for completeness, consistency, and clarity. This does not include responsibility for content which remains with the A/E. Identify and report areas not covered, items lacking detail, areas which may be potential future claims, phasing of occupancy, and clear definition of work site and specific work interfaces with other contractors.

Task E – Construction Management

1. Construction Management Policies and Procedures: Implement policies and procedures to manage the project during the construction phase.

2. Construction Services: Issue field orders as necessary to project contractors, and monitor all contracts on the project.

3. Shop Drawing: Provide shop drawing review indicating whether shop drawings are in general compliance and forward shop drawings to the A/E for review. Maintain a shop drawing and sample file and log for the project.

4. Building Code Inspection Coordination: Coordinate with the Contractor and Jurisdiction-Having-Authority when building inspectors visit the project during construction and at the time of inspection for certificates of occupancy.

5. Cost Control: Monitor construction to identify and report to the Project Manager variances between actual costs and approved budgets, and identify potential cost overruns. Include funding levels, commitments, costs to date and forecasts in the monthly progress report. In conjunction with cost estimating, assess alternatives in coordination with the A/E to correct any variances and reduce costs. Notify COUNTY and the Project Manager with recommendations for appropriate action.

Task F – Quality Assurance / Quality Control

1. QA/QC Confirmation: Implement, maintain and monitor the Program wide QA/QC policies and procedures as well as testing policies and procedures.

2. QA/QC Contract Verification: Assist with the support development and review of QA/QC provisions in Contract Documents during design.

3. Contractor QA/QC Programs Review: Assist with and support review and implementation of Contractors Quality Control Programs on COUNTY design and construction contracts.

4. QA Implementation: Assist and support implementation of the Quality Assurance Program including audits and testing facilities and testing of materials. Schedule tests and witnessing inspectors. Administer the budget and assignments for the QA independent testing labs, and submit all test procedures to the Project Manager for approval.

5. Internal Evaluation: Perform internal evaluations of CM activities to assess compliance with CM and COUNTY procedures on an as-needed basis, test field supervision consultant's inspections for compliance with Contract Documents, and inspect accuracy and compliance with warehousing/storage procedures.

6. QA/QC Inspections: Construction Manager shall inspect the site of each project at intervals appropriate to the stage of construction, or as otherwise agreed by Project Manager and the County in writing, to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents in order to prevent defects and deficiencies in the work. Construction Manager shall monitor the work of each of the contractors for the purpose of achieving satisfactory performance from them and to determine the adequacy of personnel and equipment and the availability of materials and supplies to meet the approved project schedule.

   Construction Manager shall schedule periodic meetings with contractor and Architect/Engineer for review of work done, planning, and the resolution of any questions or issues that may arise with respect to the work. Construction Manager shall not have control over construction means, methods, techniques, sequences and procedures employed by contractors in the performance of their contracts, but shall be responsible

for using its best efforts to review and, if unacceptable, disapprove such and shall recommend a course of action by the Project Manager when the requirements of the contract documents are not being met.

Construction Manager shall institute procedures for deficiency notices to highlight non-conforming work, establish plans for remedial action, and document acceptance of the work. The performance of such observations, however, shall not relieve contractor of its responsibility to perform all work in accordance with the contract documents. Resident Inspection: Construction Manager will provide on-site representation, observation, and inspection for all construction in the project. Construction Manager shall maintain a competent full-time staff at each project to coordinate the work and progress of the contractors at each of such projects. Construction Manager shall establish on-site organization, procedures and lines of authority in order to carry out the overall plan for development of the project.

7. Non-Conforming Work: On the basis of its observations, Construction Manager shall keep the County informed of the progress and quality of the work. If at any time Construction Manager observes or otherwise becomes aware of any fault or defect in the project, or any non-conformance with the contract documents, Construction Manager shall promptly notify the County and Architect/Engineer, and shall promptly take all reasonable steps recommended by Construction Manager and approved by the County, to correct such fault, defect, or non-conformance.

   Subject to review by Architect/Engineer, Construction Manager shall reject work which does not conform to the requirements of the contract documents. At the outset of each project, an inspection and testing plan based on the contract documents shall be developed by Construction Manager and implemented. As appropriate, Construction Manager shall require special inspection or testing, or make recommendations to Architect/Engineer regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. Construction Manager shall assist the County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories for testing to be performed by the County or Construction Manager and shall monitor all inspection and testing performed by Architect/Engineer.

8. Project Documentation: Construction Manager shall direct the preparation and submission of all project documents to the County and Architect/Engineer for review, approval and execution, as required,

specifically and appropriately for each different type of documentation including without limitation, Certificate of Insurance, Project Budgets, Contracts, Change Orders, Progress Payments, Shop Drawings, Product Data, Samples and other submittals as required by the contract documents. Project Manager shall receive from the CMT all Shop Drawings, Product Data, Samples and other submittals and transmit same to Architect/Engineer for review and recommendation for approval.

Task G – Safety

1. Safety QA: Provide Quality Assurance monitoring of contractor's safety programs. Evaluate Contractors' compliance with its approved safety plan through observation and monitoring of the project.

3. Safety Support: Serve as liaison with the County's Risk Management Department, and participating in all pre-bid and pre-construction meetings.

4. Safety Training: Review and approve all contractor safety programs and provide safety training seminars for construction staff, resident engineers and general staff.

5. Safety Monitoring: Inspect construction sites on a daily basis.

6. Safety Policy: Ensure that the contracts provide the policies, plans and procedures to accomplish construction activities in a manner that does not compromise the safety of Contractors' personnel and equipment, members of the public or their property.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.

- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).

- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Management Plan

The Proposer shall provide an organizing framework of approach and detailed description of the Proposers strategic methodology to establish and carry out the Program Management Plan broken out by phase to accomplish the County's objectives. The County will evaluate the comprehensiveness of the approach and understanding of the project, comprehensiveness of the program strategy and methodology, resources and personnel committed to perform services.

The Proposer shall prepare a detailed management plan outlining the methods and means to be used by the Proposer to implement the scope of services including an outline of task follow-up and reporting mechanisms.

The Proposer shall provide a proposed Design Plan timeline covering the scope of design, and a detailed work plan for the project. Each milestone must include the detailed steps describing the tasks to be done. It is critical to note the concurrent nature of projects, and individual design response required for each project.

1. Describe the comprehensive conceptual plan for services for the program that should include the proposed methodologies, and techniques for all aspects of program management. Schematically outline your proposed implementation method, and methods for management of programs with phased or delayed funding.

2. Describe your Team's management philosophy, methodology, and its process for integrating institutional standards into programming and projects and approach to providing dedicated team leadership to ensure total client satisfaction and project success.

3. Describe any innovative management approaches that your Team will implement to advance the Programs objectives and goals.

4. Describe your Team's quality assurance program explaining the method to be used and how the Team will maintain quality control during all phases of planning, programming and project management. Provide specific examples

of how these techniques or procedures were used for any three (3) of the projects listed as references.

5. Describe how Life Cycle expectations and costing will be established and developed through this project?

6. Discuss your method of working with the Contractor as a team member to deliver a Guaranteed Maximum Price (GMP) and to maintain the GMP throughout the design and construction process.

7. Describe your estimating capacity and methods. How do you develop cost estimates and how often are they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved.

8. Describe how your Team will develop and maintain work schedules to coordinate with the Owner's Programming schedule. Provide examples of how these techniques were used.

9. Describe the types of reports, monitoring systems and information management systems and software your Team will use in the management of the project.

10. Describe your Team's approach to assuring timely completion of the project including methods you will use for schedule recovery.

11. Describe how your team will establish Dispute/Claims avoidance and resolution for the program.

12. Please describe your firms' capabilities and experience with representing Owners in resolving disputes on projects and negotiating claim settlements.

13. Describe how your Team will track Owner input and review comments on the project to confirm that the Owner's concerns have been addressed. How will your Team track responses and provide responses to Owner's comments.

14. Describe how your Team will coordinate and manage communication processes. How will cooperative relationships between the PM/CM, County Staff and other consultants (e.g., architect & engineers/designers) be established and maintained. Describe process that will ensure that necessary communications will occur and that pertinent project information will be distributed to affected individuals to ensure that they are informed and appropriately involved.

Section 3 – Qualifications of Key Personnel

The Proposer shall provide detailed information for the proposed Program Management Team.

1. Provide resumes for all proposed personnel of the Project Management and Construction Management Team for the following positions:

    - Project Manager
    - Construction Manager
    - Administrative/Clerical
    - Safety Coordinator
    - Quality Assurance Coordinator
    - Inspector(s)

2. The resumes should be limited to no more than three (3) pages per person and be organized according to the following:

    - Name and Title
    - Professional Background
    - Current and Past Relevant Employment
    - Education
    - Certifications
    - List of Relevant Experience
        - Client Name
        - Project Name
        - Project Description
        - Role of the Individual
        - Project Start and Completion Date
        - Reference Contact Information (Name, phone number and email address)

3. The experience and past performance of the proposed Project Manager on similar programs/projects, including such factors as control of costs, quality of work, and ability to meet schedules.

Section 4 – Experience/Organization of Project Team

1. Introduction of Proposed Professional Team:

    a. Provide a narrative description of the Team, and all proposed sub-consultants.

b. Provide a narrative description of the role assigned to the Team Members and all proposed sub-consultants.

c. Provide an organization chart of the proposed team for this Project indicating the role each proposed Team member will fulfill. Specifically name the proposed Project Manager. Submission of these names constitutes a commitment to use these individuals if the Team is selected.

d. In the event that key Team members must be replaced during the course of the Program, describe your back-up personnel plan.

Section 5 – Relevant Project Experience

Identify three (3) Projects of similar size and scope that the members of the PM/CM managed during the past five (5) calendar years. Limit your response to one (1) page per program; please provide the following information for each program:

1. The name of the program, the owner, year performed and the project location.

2. A description of the program, size, budget, timing.

3. The date of major project milestones including the date of completion and the date on which each milestone was actually achieved. Explain the reason(s) for any significant schedule discrepancies.

4. The original program management contract amount and the actual sum paid. Explain the reason(s) for any significant differences.

5. The original construction contract amount and the actual sum paid. Explain the reason(s) for any significant differences.

6. A reference, including a contact name, email address and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 6 – Proposer Financial Information

The Proposers financial documentation and statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. The following documentation and statements are

required in order to determine financial responsibility of the Proposer. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime PM/CM.

(1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.

(2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 7 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project
(2) Current workload of key personnel

Section 8 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 9 – Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);

2. Copy of a lease or rental agreement;

3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 10 – Cost

The Proposer shall submit its proposed Hourly Rates in the format established in Section 3.5 Cost Proposal Format and Content, Exhibit 2 of this RFP for each employee classification. Hourly rates shall be fully burdened billing rates to include profit and multiplier, at the prime and sub-consultant levels. Separate markups for sub-consultant labor will not be allowed.

Hourly rates will be negotiated with the selected Proposer based on its proposal and the County's analysis of the hourly rates submitted by all Proposers.

Provide a formal written job description for each of the employee classifications identified on Exhibit 2.

Reimbursable expenses are in addition to compensation for PM/CM services and shall include actual and reasonable expenses incurred by the PM/CM, its employees solely and directly in connection with the performance of PM/CM services for the following:

- Transportation incurred is not reimbursable unless expressly approved by the Owner in advance.
- Reproductions, printing, binding, collating and handling of reports, drawings, specifications or other project related work product as directed by the Owner Representative Team.
- Shipping, mailing of all reports, drawings, specifications, and other project related work product as directed by the Owner Representative Team.

Cost will be evaluated for each respondent using the rates requested in Exhibit 2, Section 3.5 of this RFP. The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total cost will be divided into the lowest total cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope.** The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided in Exhibit 2 of this RFP.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Management Plan	30%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Experience/Organization of Project Team	5%
Disclosure Form and Questionnaire	5%
Location of Firm	10%
Cost Proposal	10%
TOTAL POINTS	**100%**

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

FORM A: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed

three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

    a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

    b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

    c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

    d. Falsification of any documents.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority
Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the

disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: **CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.
   Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most

recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

This _____ day of _____ , 20__

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

☐ 500 or more employees

☐ 100 or more employees

☐ fewer than 100 employees

Organization Name: _____

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ _____
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

This completed form is for (Check one) _____Bidder/Proposer _____ Subcontractor

Submitted by: _____ **Date Completed:**_____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

Project Name or Description of Work/Service(s):_____

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

   _____
   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent**

certification.

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

_____	_____
(Prime Bidder)	**(Subcontractor)**
Signature_____	**Signature**_____
Title_____	**Title**_____
Date_____	**Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for_____
(ITB/RFP Number)

_____
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name:_____ **Title:**_____ **Date:**_____

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

2) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

3) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

_____

_____

12. The authority of each joint venturer to commit or obligate the other:_____

_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

_____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

On this _____ **day of** _____**, 20**_____**, before me, appeared**_____**, the undersigned officer, personally appeared**_____**, known to me to be the person described**

in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		**PROJECT NAME:**	
FROM:		**PROJECT NUMBER:**	
TO:		**PROJECT LOCATION:**	

PRIME CONTRACTOR		**Contract Award Date**	**Contract Award Amount**	**Change Order Amount**	**Contract Period**	**% Complete to Date**
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: $ _____
TOTAL AMOUNT REQUISITION TO DATE: $ _____
TOTAL AMOUNT REQUISITION TO DATE: $ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	**Description of Work**	**Contract Amount**	**Amount Paid To Date**	**Amount Requisition This Period**	**Contract Period** **Starting Date**	**Ending Date**
TOTALS						

Executed By: _____ _____
(Signature) *(Printed Name)*

Nortary: _____ **Date:** _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
Consulting Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$100,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	$1,000,000 $2,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
Personal and Advertising Injury	Limits	$1,000,000

Fire Damage	Limits	$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits Each Occurrence $1,000,000
   (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**
   (In excess of above noted coverages) Each Occurrence $1,000,000

5. **PROFESSIONAL LIABILITY** SEE BELOW (Scale)

Contract Value – Under $5,000,000	Per Claim/Aggregate	$1,000,000/$2,000,000
Contract Value - $5,000,000 - $10,000,000	Per Claim/Aggregate	$2,000,000/$4,000,000
Contract Value – Over $10,000,000	TO BE DETERMINED (TBD)	

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance

130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459
Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
SAMPLE CONTRACT

SAMPLE

FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

SAMPLE

Index of Articles

ARTICLE 1. CONTRACT DOCUMENTS
ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
ARTICLE 4. SCOPE OF SERVICES
ARTICLE 5. DELIVERABLES
ARTICLE 6. SERVICES PROVIDED BY COUNTY
ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
ARTICLE 8. SCHEDULE OF WORK
ARTICLE 9. CONTRACT TERM
ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
ARTICLE 11. PERSONNEL AND EQUIPMENT
ARTICLE 12. SUSPENSION OF WORK
ARTICLE 13. DISPUTES
ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 16. WAIVER OF BREACH
ARTICLE 17. INDEPENDENT CONTRACTOR
ARTICLE 18. RESPONSIBILITY OF CONSULTANT
ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
ARTICLE 20. ACCURACY OF WORK
ARTICLE 21. REVIEW OF WORK
ARTICLE 22. INDEMNIFICATION
ARTICLE 23. CONFIDENTIALITY
ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
ARTICLE 26. INSURANCE
ARTICLE 27. PROHIBITED INTEREST
ARTICLE 28. SUBCONTRACTING
ARTICLE 29. ASSIGNABILITY
ARTICLE 30. ANTI-KICKBACK CLAUSE
ARTICLE 31. AUDITS AND INSPECTORS
ARTICLE 32. ACCOUNTING SYSTEM
ARTICLE 33. VERBAL AGREEMENT
ARTICLE 34. NOTICES
ARTICLE 35. JURISDICTION
ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 37. FORCE MAJEURE
ARTICLE 38. OPEN RECORDS ACT
ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
ARTICLE 40. INVOICING AND PAYMENT
ARTICLE 41. NON-APPROPRIATION
ARTICLE 42. WAGE CLAUSE

SAMPLE

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Facsimile: ***[Insert Consultant Facsimile #]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title

This Agreement made and entered into effective the _____ day of _____, 20 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as **"Consultant".**

WITNESSETH

WHEREAS, County through its ***[Insert User Department Name]*** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Consultant to perform ***[Insert project description/services to be provided***, hereinafter, referred to as the **"Project"**.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work

SAMPLE

VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on ***[Insert Board of Commissioners approval date and item number].***

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform ***[Insert project description]***. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable

SAMPLE

by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

SAMPLE

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

SAMPLE

2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

aforesaid proposal without prior approval of County shall constitute cause for termination

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16.**WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

SAMPLE

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect

SAMPLE

Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential

information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the ***[Insert User Department Representative for project]***. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the ***[Insert User Department Representative for project]*** , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or ***[Insert User Department Representative for project]***. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

SAMPLE

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

SAMPLE

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

SAMPLE

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Facsimile: (404)
Attention: Cecil S. Moore

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Facsimile:
Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. **JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SAMPLE

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said

invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

SAMPLE

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name
Insert Department Head Title]

CONSULTANT:

[Insert Consultant COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

SAMPLE

ADDENDA

SAMPLE

EXHIBIT A

GENERAL CONDITIONS

SAMPLE

EXHIBIT B

SPECIAL CONDITIONS

SAMPLE

EXHIBIT C

SCOPE OF WORK

SAMPLE

EXHIBIT D

PROJECT DELIVERABLES

SAMPLE

EXHIBIT E

COMPENSATION

SAMPLE

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

SAMPLE

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SAMPLE

SAMPLE

SECTION 9
EXHIBITS

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). **Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Submit one (1) Original proposal and ____( ) CD's

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked **"Original"**, _____( ) CD's	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Financial Information (submitted in a separate sealed envelope)	
5	Acknowledgement of each Addendum	
6	Technical Evaluation Content (Section 3.6) Executive Summary Project Approach and Methodology Overall Project Experience and Performance Qualifications of Key Personnel Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
7	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form E: Declaration of Employee-Number Categories Form F: Georgia Security and Immigration Contractor Affidavit and Agreement Form G: Georgia Security and Immigration Subcontractor Affidavit	
8	Office of Contract Compliance Requirements Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
9	Risk Management Insurance Provisions Form	

EXHIBIT 2

DIRECT PAYROLL HOURLY RATES SCHEDULE

Employee Classification*	Rate Per Hour
1. Project Manager	$_____
2. Construction Manager	$_____
3. Administrative/Clerical	$_____
4. Safety Coordinator	$_____
5. Quality Assurance Coordinator	$_____
6. Inspector(s)	$_____

Please provide a table/chart that includes the following:

- Employee Classification
- Base Rate Per Hour
- Multiplier
- Profit
- Actual Billing Rate for each employee classification

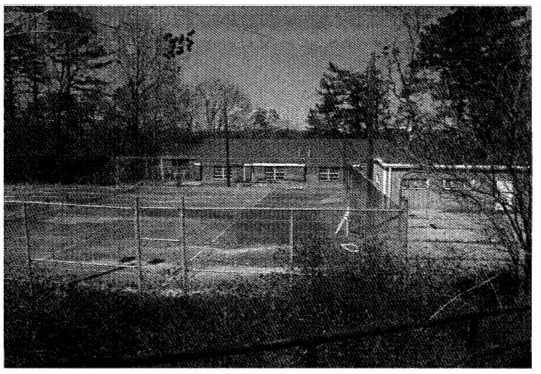
COST PROPOSAL SUMMARY FORMAT

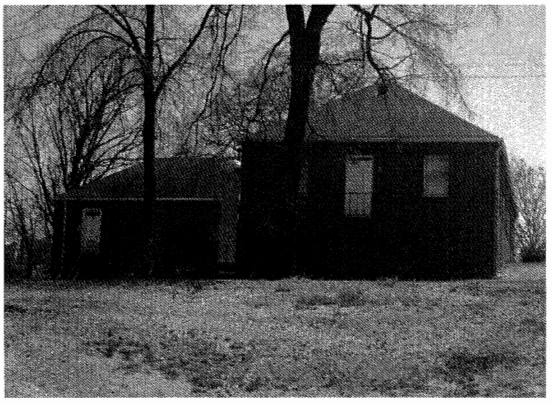
All full time staff for a one year period is based on a maximum of 1920 hours. No compensation is given for paid vacation, sick days or 10 holidays.

Item No.	Employee Classification	Labor Hours Required	Total Labor Cost
1	Project Manager		
2	Construction Manager		
3	Administrative/Clerical		
4	Safety Coordinator		
5	Quality Assurance Coordinator		
6	Inspector(s)		
	TOTAL LABOR		
	TOTAL COST		

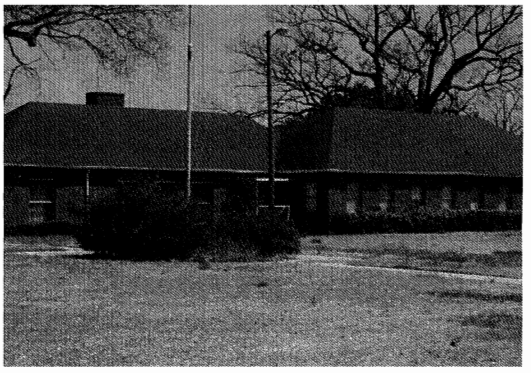
Please provide a projected work schedule to include labor hours for each employee classification for the 12 month duration of the project.

SECTION 10
APPENDICES





COMMON GROUND



FULTON COUNTY

OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER

Renovation Feasibility Study to Support the Children & Youth Continuum of Care

May 2010

Health and Human Services
Planning and Evaluation Division

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1.0 Executive Summary

The Common Ground initiative, Fulton County's innovative strategy for addressing health disparities in our communities, targets the social determinants of health that are at the root of those disparities. It means rather than just treating the sick or housing the homeless, we address the underlying problems that lead to those conditions and prevent them from occurring.

Because young children have little to no control over the environment in which they live, they are particularly vulnerable to the social conditions that lead to poor health outcomes. Social conditions during this life stage have a strong influence on determining the life path of children. Youth-specific health and social issues should be addressed in a safe, well-coordinated environment built to foster physically and mentally healthy lifestyles. Fulton County's Health and Human Services agency is proposing the implementation of a comprehensive, evidenced-based service delivery system, the Fulton County Children and Youth Continuum of Care, which includes the Oak Hill Child, Adolescent, and Family Center (Oak Hill) as its core.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning, fitness, and recreational activities. Oak Hill requires extensive renovations and expansions to its physical infrastructure to support the enhancement of current programs and services and the creation of new programs and services. The General Services Department estimates the cost of the renovations to the 22 acre campus at $10 million. Funding has been identified through Recovery Zone Bonds and through cost savings identified by the Health and Human Services agency. The county will implement an integrated, one-stop approach to youth health and social service delivery, while offering considerable cost savings to the county.

Funding of the continuum will be redirected from funds already committed by the Board of Commissioners to further its goal of improving the lives of children. The FY2010 budget includes approximately $37 million in funds to serve children, adolescents and youth which will be refocused to support this redesigned continuum of care.

The feasibility study presented herein includes an assessment of the market, needs analysis, programs to address unmet needs, a financial analysis along with a renovation and redevelopment plan for Oak Hill. Proposed services will contribute toward a reduction in health disparities among Fulton County youth and improvements in overall health of the population. Considered in its entirety, the project will ensure that Fulton County significantly improves its ability to promote, protect, and ensure the health of its youth.

Zachary L. Williams
County Manager

2.0 Introduction

2.1 Project Definition & Overview

The Fulton County Children and Youth Continuum of Care plan proposes strategies to address the mental and physical health issues of youth, evident at even the earliest stages of life, through addressing the social determinants of health. The Continuum of Care will focus on improved health and social outcomes for youth and a reduction in health disparities through prevention and early intervention. The new service delivery system will make the prevention of emotional and behavioral disorders and the promotion of behavioral health in young people a high priority by focusing on the zero to six year population. At the hub of Fulton's continuum of care is The Oak Hill Child, Adolescent and Family Center facility which will serve as the major entry point for children and youth with needs that must be addressed by tailored treatment or therapeutic interventions delivered by highly-skilled staff in a safe, nurturing environment.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning, fitness, and recreational activities. This delivery system will build upon existing mental health programming at Oak Hill and offer new programs and services in response to the needs of youth identified by community assessments and health and social indicator data. A strong focus of this integrated approach to service delivery will be comprehensive diagnostic assessments to ensure that all needs are identified and case management to ensure that youth are linked to the services that address these needs.

While youth-targeted intervention and prevention services will be available at all regional health and human services centers, Oak Hill will be focused on assessing needs and coordinating preventive services solely for youth.

The Health and Human Services Agency has developed a ten-component model for delivery of comprehensive health and social services. As with the regional health and human services centers, such as Neighborhood Union Health Center, the ten-component model will be implemented at Oak Hill.

The ten components of Fulton County's Integrated Care Model are described as follows:

Integration of Service Provision: Service integration is achieved in part through interdepartmental collaboration to combine services that are traditionally delivered separately and offering them at one location. Centralized intake and a standardized referral process are also important elements. Such integration will facilitate access to services that a client might not have otherwise used.

Individualized Needs Assessment: A centralized patient intake process and initial patient assessment tool will be implemented at each center to identify needs of clients upon arrival to the center.

Standard Clinical Services: Primary care, mental health and oral health will be provided at all regional one stop shops.

Needs-Based Services: Each facility will also offer targeted public health interventions and social service programs designed to respond to the particular needs of clients in the community. These needs are identified through analysis of health outcome and social indicator data for the service delivery area. Thus, the types of services and interventions provided at each Center will also vary based upon the specific issues affecting the surrounding community.

Case Management: Collaborative case management with all service providers in each center will be implemented to ensure that the patient needs identified during intake and assessment are addressed appropriately.

Trained Staff: All centers will be staffed by highly skilled, culturally competent professionals. Training is provided on the philosophy of integration and the new processes and procedures.

Partnerships: Strategic partnerships will be established with other entities—both public and private—to enhance the capacity of Fulton County to access and serve clients. Partners bring additional resources and skills to bear that will ultimately broaden the County's scope and breadth in serving its constituents.

Community Outreach/Engagement: Input from the community will be sought through a variety of outreach mechanisms when developing programming. Outreach to community stakeholders such as religious institutions, businesses, and community based organizations will be conducted to solicit the support of these opinion leaders in informing and educating the community about programming and services available at the centers.

Capital Improvements: Create physical infrastructure that will enable the implementation of the integrated care model and support enhanced programming and services.

Program Evaluation: Plans for assessing the effectiveness and quality of services provided will be put in place at each center. This will allow staff to identify processes and methodologies that are not achieving the intended outcomes and make appropriate adjustments to service delivery.

Oak Hill is distinguished from the regional integrated care centers such as Neighborhood Union Health Center by its sole focus on the physical, mental, and social well being of children and youth.

2.2 Methods

The Oak Hill Child, Adolescent and Family Center Feasibility Study provides information about characteristics and needs of the proposed project's target populations, and outlines how the proposed project would be equipped to contribute towards achieving desired health outcomes among Fulton County children and youth. This study defines the need for the redevelopment of Oak Hill and how the project meets the needs of youth.

The project team conducted an analysis of demographic, health, social indicator and economic data available on the youth segment of the Fulton County population. Demographic and needs data were obtained from a variety of sources, including the U.S. Census Bureau, Georgia Division of Public Health, and Georgia Department of Education.

Center utilization data were obtained from the Mitchell and McCormick Medical Information System used by the Department of Health and Wellness. Descriptive health statistics were derived from datasets from State Office of Health Information and Policy in the Georgia Division of Public Health data.

The Health and Human Services Planning and Evaluation Division compiled the management structure, programs, budgets and other technical information from Behavioral Health and Developmental Disabilities (BHDD), Health and Wellness, Housing, Human Services, General Services, Cooperative Extension, the Library and Administrative Services.

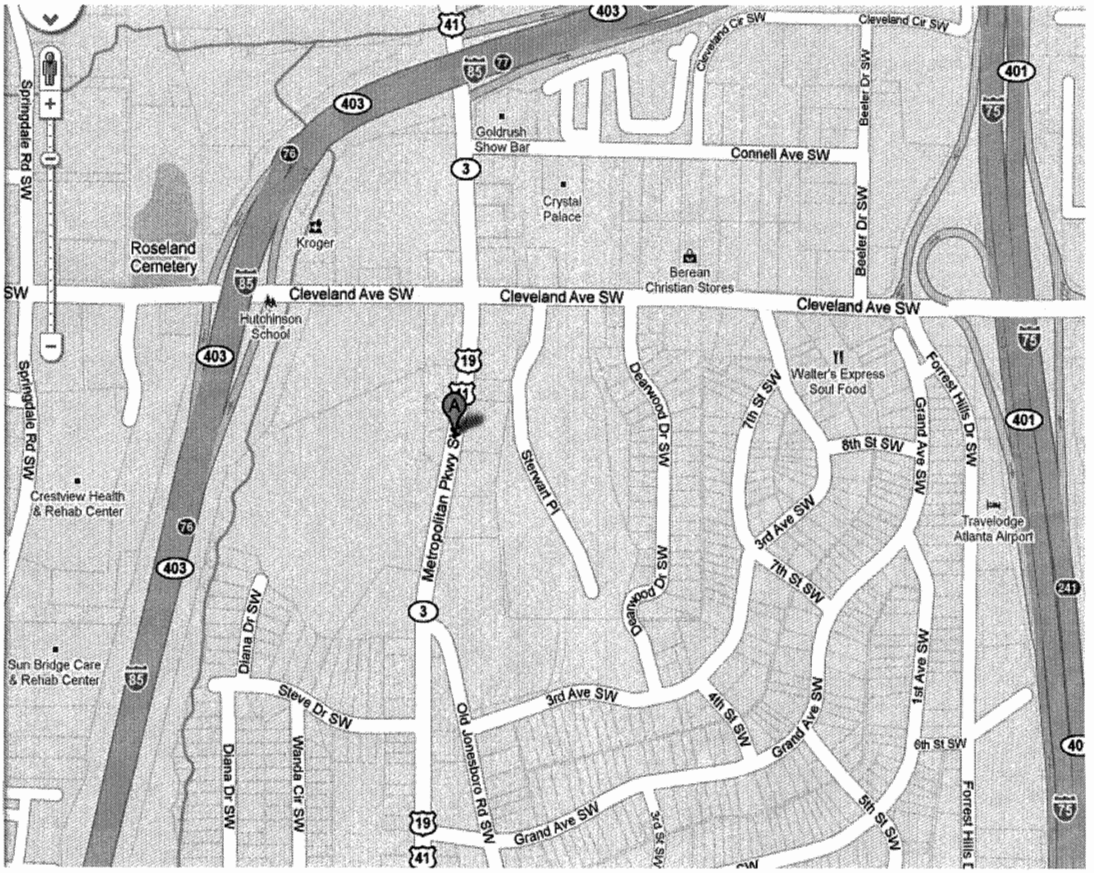
2.3 Geographic Location and Political Boundaries

The Oak Hill Child, Adolescent and Family Center is located at 2799 Metropolitan Parkway, Atlanta, Georgia 30315. Oak Hill is conveniently located in proximity to interstate 75, 85 and the Cleveland Avenue corridor.

The Oak Hill Child, Adolescent and Family Center is located in Neighborhood Planning Units (NPU) X. There are five neighborhoods in NPU X, which are Capitol View, Capitol View Manor, Sylvan Hills, Perkerson and Hammonds Park. Oak Hill is located within the Hammonds Park neighborhood.

In terms of political boundaries, Oak Hill is situated within Commission District 6 and City of Atlanta Council District 12.

Figure 2.1 Location of Oak Hill Child, Adolescent and Family Center, at point A



2.4 Facility Management and Hours of Operation

Fulton County will create a Children and Youth Services Division within the Health and Human Services Agency. The Division Manager will manage the Oak Hill facility and administer all youth related programming for the entire agency.

Hours of operation will be as follows:

Monday	7:00 am-6:00 pm	Thursday	7:00 am-8:00 pm
Tuesday	7:00 am-6:00 pm	Friday	7:00 am-5:00 pm
Wednesday	7:00 am-6:00 pm		

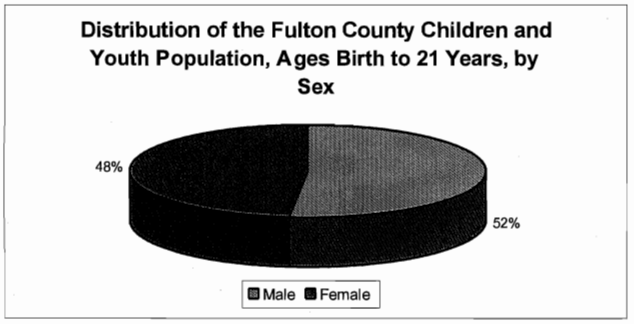
3.0 Market Analysis

3.1 Demographic Profile of Market

The Oak Hill Child, Adolescent and Family Center will continue to serve children, youth and their families who reside throughout Fulton County. Demographic data to describe the Fulton County children and youth population and their families are presented in this section. Population characteristics reviewed include sex, age, race, ethnicity, and socioeconomic-related data.

Census data indicate a youth population of 310,511 in the children and youth population (age group birth to 21 years) in Fulton County (American Community Survey, 2008). The number of males slightly exceeds the number of females within the Fulton County children and youth population ages birth to 21 years. The children and youth population is comprised of 52% (n=160,185) males and 48% (n= 150,326) females.

Figure 3.1



Children under 5 years of age compose 23% (n=72,215) and children ages 5 to 17 years comprise 58% (n=181,198) of the total Fulton County children and youth population. Youth legally considered as adults ages 18 to 21 years compose 18% (n=57,098) of Fulton County's children and youth population ages birth to 21 years. Table 3.1 illustrates the distribution of these children and youth by age range and by sex.

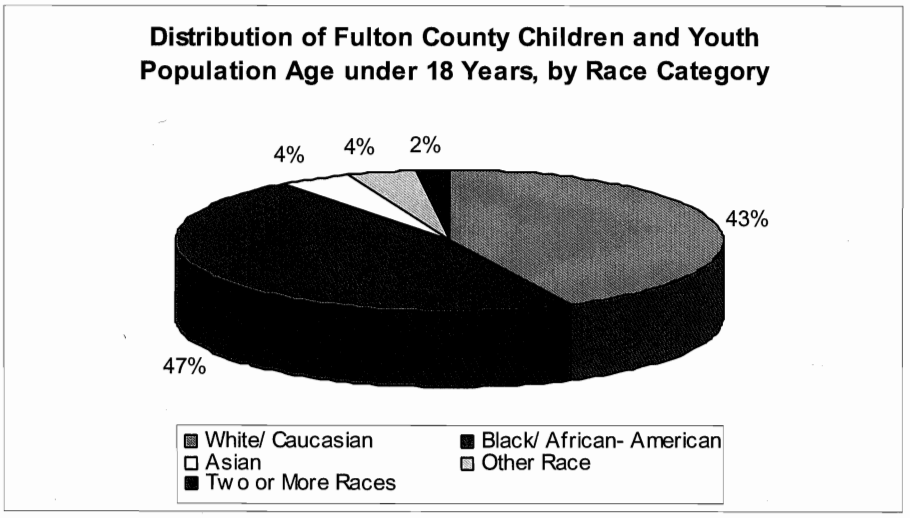
Table 3.1 Fulton County Children and Youth Ages Birth to 21 Years Population, by Age Group

	Male	Female	Total #	% of Child & Youth Population
Under 5 years	37,083	35,132	72,215	23.3%
5 to 9 years	35,650	34,357	70,007	22.5%
10 to 14 years	35,492	34,186	69,678	22.4%
15 to 17 years	21,240	20,273	41,513	13.4%
18-21 years	30,720	26,378	57,098	18.4%
Total	160,185	150,326	310,511	100%

Race Category

Of the Fulton County children and youth age under 18 years, approximately 47% (n=119,209) are Black/African-American, and 43% (n=108,179) White/Caucasian. Four percent of the Fulton County children and youth population age under 18 years are Asian (n=10,417), 4% (n=10,576) are some other race, and 2% (n=4,890) are more than one race (n=15,466). Native American, Alaska Native, Native Hawaiian and other Pacific Islander race categories are not represented in the following chart due to the number of American Community Survey sample cases being too small.

Figure 3.2



On the following page, Table 3.2 describes demographic characteristics of Fulton County children and youth age under 18 years, by race category, by age range, and by sex.

Table 3.2

Black/African-American	Male	Female	Total
Under 5 years	16,999	14,771	31,770
5 to 9 years	16,467	16,654	33,121
10 to 14 years	17,466	15,167	32,633
15 to 17 years	10,913	10,772	21,685
Total	61,845	57,364	119,209

White/Caucasian	Male	Female	Total
Under 5 years	16,378	14,981	31,359
5 to 9 years	14,639	13,802	28,441
10 to 14 years	15,992	15,146	31,138
15 to 17 years	8,889	8,352	17,241
Total	55,898	52,281	108,179

Asian	Male	Female	Total
Under 5 years	1,465	1,472	2,937
5 to 9 years	1,781	1,520	3,301
10 to 14 years	1,344	1,274	2,618
15 to 17 years	868	693	1,561
Total	5,458	4,959	10,417

Other Race	Male	Female	Total
Under 5 years	1,354	2,722	4,076
5 to 9 years	2,035	1,548	3,583
10 to 14 years	362	1,904	2266
15 to 17 years	570	81	651
Total	4,321	6,255	10,576

Two or More Races	Male	Female	Total
Under 5 years	745	1,186	1,931
5 to 9 years	728	833	1,561
10 to 14 years	328	695	1,023
15 to 17 years	0	375	375

Hispanic/Latino Ethnicity

American Community Survey data indicate 84,717 Fulton County residents of all ages who are of Hispanic or Latino ethnicity. Of the total Fulton County Hispanic/Latino population, approximately 35% (n=29,579) are children and youth age under 18 years. The youngest Hispanic or Latino children under five years age comprise over 40% (n=12,159) of Hispanic/Latino children in Fulton County.

Table 3.3 Youth of Hispanic/Latino ancestry by sex, 2008

	Male	Female	Total
Under 5 years	6,199	5,960	12,159
5 to 9 years	4,574	3,567	8,141
10 to 14 years	2,981	3,429	6,410
15 to 17 years	2,022	847	2,869
Total	15,776	13,803	29,579

3.2 Market Growth

As of 2008, the population under 20 years of age in Fulton County was estimated to be 275,376, approximately 28% of the total population of the county. Over the next 10 years this sector of the population is projected to grow by approximately 16%. Preschool age children, ages 0 to 4 years, made up approximately 7% of the county's population in 2008. The number of children in this age group is projected to increase by 11% within the next 5 years and 20% within the next 10 years. This increase translates into an additional 7,800 preschool age children by 2015 and an additional 14,000 by 2020. School age children, between the ages of 5 and 17 years, accounted for 17% of the Fulton County population in 2008. However, in the next 10 years this age group is projected to increase by 16%, growing by more than 26,000 by 2020. Of school age children, the age group with the highest projected growth is children ages 5 to 9 years. By 2015, this group will grow by 10% and by 21% through 2020. This increase in population will result in an additional 6,000 children by 2015 and an additional 12,900 children by 2020.

These trends project that the target population for programs offered at Oak Hill is growing and will continue to grow for the next 10 years. As such the types of services proposed will face increased demand and become more important for the successful future of the youth of Fulton County.

3.3 Center Utilization Data

Utilization data from 2009 convey the demand for programming currently in place at Oak Hill. A total of 1,071 unduplicated children and adolescents were served by Oak Hill programs. Clients currently served by Oak Hill reside throughout Fulton County. The majority (97%) of clients live in the central and southern areas of the county. Less than one percent of clients live in north Fulton, and approximately 2% live outside of Fulton County.

Many programs are offered at the Oak Hill campus by the Department of Behavioral Health and Developmental Disabilities (BHDD) and the Human Service Department's Office of Children and Youth. Table 3.4 presents the number of clients served for all programs at Oak Hill in 2009.

Table 3.4 Clients Served by Services and Programs Offered by or at Oak Hill, 2009

Oak Hill Child, Adolescent and Family Center Programs	Clients Served
In-Clinic Behavioral Health	541
Juvenile Court	177
Sheltering Arms consultative services	537
Fulton Family Care Network-System of Care	356
Therapeutic After-School Program	0
Therapeutic Summer Camp Program	16
Therapeutic Suspension Alternative Program	21
Office of Children and Youth Programs offered at Oak Hill	**Clients Served**
Call to Womanhood	296
Childcare Lottery	166
Global Youth Leadership Program	62
Kinship Care	34
S.T.A.R.T.	62
Teen DADS	32
TLC	54
Youth Commission	16
Youth Leadership Academy	18

3.4 Challenges Facing the Youth Market

No single health, behavior, environment, or social factor alone determines a child's well-being; it is determined by a complex interaction of conditions. This section of the study describes indicators that influence the likelihood that a child will grow up to be a well-educated, economically secure, productive, and healthy adult. The indicators fall within five domains adapted from the Federal Interagency Forum on Child and Family Statistics:

- Economic Circumstances
- Family , Social Environment & Safety
- Educational Attainment
- Risky Behavior
- Health & Health Care

Domain One: Economic Circumstances

The well-being of children greatly depends on the economic circumstances of their families. Compared with children living in families that are not in poverty, children living in poverty are more likely to have difficulty in school, to become teen parents, and, as adults, to earn less and be unemployed more frequently.

Of the total population for whom poverty status was determined (n= 983,529), an estimated 14% (n=137,967) of Fulton County residents are living with incomes below the poverty level. Of those individuals living with incomes below the poverty level, 34% (n=46,706) are children and youth ages under 18. Of the estimated 46,706 Fulton County children and youth living with incomes below the poverty level, 35% (n= 15,936) are young children under five years of age.

Approximately 9.3% of Fulton County families live on incomes below the federal poverty level (American Community Survey 2008). Of these families, 31% have related children under the age of 18. Approximately 47,688 Fulton County children and youth age under 18 years live in households that had received Supplemental Security Income (SSI), cash public assistance income, or Food Stamps in the past 12 months.

Domain Two: Family, Social Environment & Safety

Teen Pregnancy

Bearing a child during adolescence is often associated with long-term difficulties for the mother and her child. Compared to babies born to older mothers, babies born to adolescent mothers they are more likely to grow up in homes that offer lower levels of emotional support and are less likely to earn high school diplomas. For adolescent mothers, giving birth during adolescence is associated with limited educational attainment, which can reduce employment prospects and earning potential. Table 3.5 presents data on adolescent pregnancies and births.

Table 3.5 Adolescent Pregnancies and Births, Fulton County, 2007

Adolescent Pregnancies		
Age Category	**Pregnancies**	**Pregnancy Rate (per 1000)**
Age 10-14	79	2.4
Age 15-17	668	36.1
Age 18-19	1276	85.9
Adolescent Births		
Age Category	**Births**	**Birth Rate (per 1000)**
Age 10-14	40	1.2
Age 15-17	493	26.6
Age 18-19	879	59.1
Repeat Pregnancies		
Age Category	**Pregnancies**	**Percent of Pregnancies**
Age 10-14	10	12.7
Age 15-17	113	16.9
Age 18-19	506	39.7

Intimate Partner Violence

According to the Youth Risk Behavior Survey (YRBS), 15.7% of students surveyed in Georgia have been intentionally injured by a boyfriend or girlfriend. Intimate partner violence is an issue usually discussed as it pertains to adults; however, learning to negotiate intimate partner relationships begins much earlier than adulthood. Escalation of this behavior can result in unwanted sexual intercourse among students. As reflected in the DeKalb County data (data not available for Georgia), 10% of students have been physically forced to have sexual intercourse against their will, 11.7% of females and 8.2% of males. Youth need guidance in negotiating healthy intimate partner relationships, building self-esteem and making correct choices for their sexual health.

Domestic Violence

Children who are victims of child abuse and neglect are:

- 59% more likely to be arrested as a juvenile
- 28% more likely to be arrested as an adult
- 30% more likely to commit violent crimes

In 2008, there were 473 substantiated cases of child abuse and 1,451 substantiated cases of child neglect in Fulton County.

Domain Three: Educational Attainment

High school completion indicates the extent to which students have attained a basic education and are prepared for higher levels of education or the workforce.

According to the Governor's Office of Student Achievement, in 2008, 20% of high school students in Fulton County did not graduate from high school on time. In 2006, 7.3% of Fulton County's students ages 16-19 were dropouts. The high school dropout rate among schools within the Fulton County Public Schools and Atlanta Public Schools Systems ranged from 0.4% to 37.4% for the 2007-2008 academic year. Atlanta Public Schools had a 68.9% graduation rate in the 2008-2009 school year, while Fulton County Public Schools had an 84.4% graduation rate for the same school year.

Domain Four: Risky Behavior

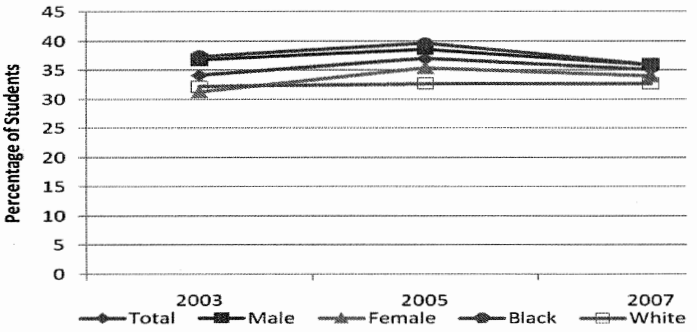
The health outcomes of youth can be influenced by their behavior. Indicators in this section focus on illegal and high risk behaviors.

Alcohol and Other Drug Use

Alcohol and other drug use may be associated with various problems. Purchase and possession of alcohol by minors is a crime, which can lead to legal repercussions. The effects of alcohol on the body of a developing adolescent may have long term cognitive, behavioral and developmental problems, which do not occur in adults.

According to the Youth Risk Behavior Survey (YRBS), 23.9% of Georgia students began consuming alcohol before the age of 13. The percent of students who had consumed at least one drink during the 30 days prior to the survey was 37.7%.

Figure 3.3 Alcohol Use among Middle School Students, Georgia



Drugs other than alcohol being used by students in Georgia are presented in Figure 3.5. The highest percentage of students has used marijuana during their lifetime compared with the other four drugs presented. Lower percentages of females admit to lifetime usage of all of the drugs listed compared to males. Overall, the percent of students admitting to having used these drugs during their lifetime raises a flag to the need for resources to address the underlying reasons youth are turning to drug use. Drug use among youth has been linked to lack of support in the home, a need for acceptance, and a need to escape stressful situations.

Figure 3.4 Marijuana Use among Middle School Students, Georgia

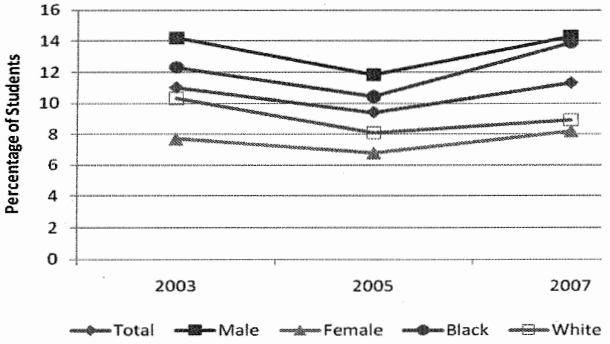
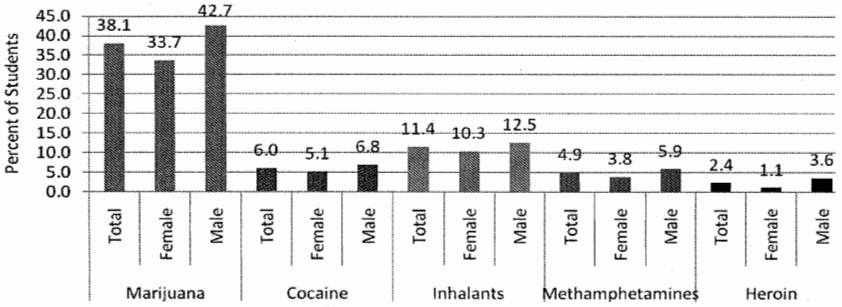


Figure 3.5 Drug Use among High School Students, Georgia, 2007



Tobacco

Nearly all first use of tobacco takes place before high school graduation. Most people who do not start using tobacco when they are teens never start using. According to the American Cancer Society, even though the number of smokers has been declining since 1990, the rate of smoking among teens is still higher than the rate among adults. Among Georgia students, 15% began smoking before the age of 13. Figure 3.6 presents the percentage of middle school students who used tobacco 30 days prior to the survey and Figure 3.7 presents the percentage of high school students who use tobacco and the form in which they use it.

Figure 3.6 Tobacco Use among Middle School Students in 30 Days Prior to Survey, Georgia

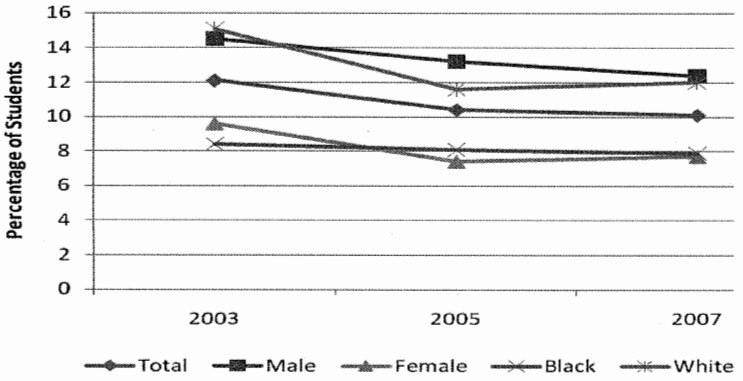
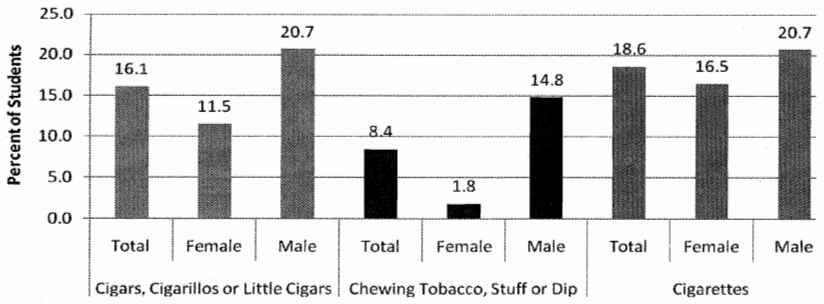


Figure 3.7 Tobacco Use among High School Students, Georgia, 2007



Suicide

Suicidal thoughts and attempts are present among Fulton County youth. There were 110 emergency visits associated with suicide attempts or commissions among Fulton County youth ages one to 19 years in 2007. The majority of these ER visits (n=103) were among youth ages 13 to 19 years. Five suicide-related ER visits in 2007 were among children ages 5 to 12 years. Females comprised a greater percentage of these ER visits, with 64% (n=70) of ER visits comprised by females 36% (n=40) by males.

Nearly 13% of Fulton County hospital discharges during 2007 indicating reason for hospital visit as suicide attempt were among youth ages 13 to 19 years. Among live hospital discharges related to suicide attempts among youth ages 13 to 19 years in 2007, females comprised a greater percentage of patients. Approximately 77% (n=27) of these hospital discharges were among females and 23% (n=8) were among males. Georgia Division of Public Health mortality data indicate five deaths due to suicide among youth ages 13-19 in 2007. Eighty percent (n=4) of these suicides were among males.

Domain Five: Health & Health Care

Including in this domain are several important indicators of child health. All indicators in the other four domains influence health and health care.

Poor Birth outcomes

From 2003 through 2007 there were 65,877 live births in the county, a crude birth rate of 14.6 births per 1,000 people per year. The following risk factors for poor birth outcomes were exhibited among mothers of Fulton County during the 5 year period.

- 3% of mothers used tobacco during pregnancy
- 7% of mothers had less than 5 prenatal care visits
- 22% had less than an 12th grade education
- 11% of live births were low birth weight

There were 489 deaths within the first year of life between 2003 and 2007 in the county resulting in an average infant mortality rate of 7.4 deaths per 1,000 live births.

Morbidity

Table 3.6 describes the illnesses which brought youth to hospitals in Fulton County during 2007. Data includes both inpatient and outpatient services, including emergency department visits. As demonstrated in the table, the two leading causes for hospital visits were respiratory illnesses.

Asthma in particular is an illness that if well managed, may require reduced visits to the hospital.

Table 3.6 Morbidity among Youth Ages 17 and Under, 2007

	Hospital Discharges	Morbidity Rate per 100,000
Asthma	295	113.1
Pneumonia	143	54.8
Motor Vehicle Accidents	92	35.3
Diabetes	87	33.4
Sickle Cell Anemia	72	27.6
Homicide	58	22.2
Suicide (includes attempts)	33	12.7
Cancer	32	12.3
Accidental Shooting	17	6.5
Drug Overdose	12	4.6
HIV	9	3.5
	Cases	**Morbidity Rate per 100,000**
STDs	2727	1045.5

The leading causes of morbidity among children age 12 and younger are presented in Table 3.7.

Table 3.7 Morbidity among Youth Ages 0 to 12 Years, by Age, 2003-2007

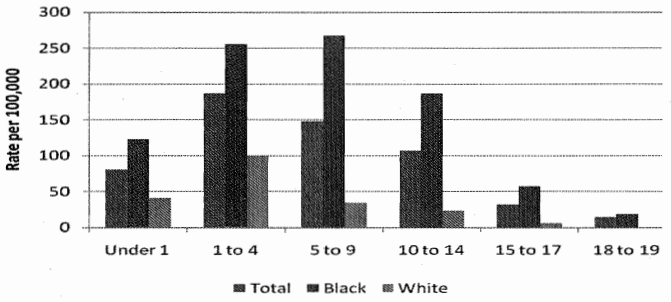
2003-2007 Hospital Discharges	0-3 years	4-8 years	9-12 years
Pneumonia	255.2 (691)	66.3 (207)	26.7 (68)
Asthma	233.8 (633)	180.6 (564)	117.0 (298)
Sickle Cell Anemia	40.6 (110)	38.4 (120)	38.5 (98)
Homicide	18.8 (51)	2.9 (9)	3.5 (9)
Cancer	15.9 (43)	13.5 (42)	8.6 (22)
Motor Vehicle Accidents	14.8 (40)	30.1 (94)	26.7 (68)
Diabetes Mellitus	9.2 (25)	20.2 (63)	36.9 (94)
Mental/Behavioral Health	2.2 (6)	22.7 (71)	107.6 (274)
HIV	1.8 (5)	0.0 (0)	2.7 (7)
Accidental Shooting	1.1 (3)	1.3 (4)	0.8 (2)
Suicide	0.0 (0)	0.3 (1)	0.4 (1)
Drug Overdose	0.0 (0)	0.3 (1)	0.4 (1)

Asthma

Georgia Department of Community Health data indicate that approximately 10% (n=230,000) of children in Georgia have asthma. The highest rate for asthma-related emergency room (ER) visits is found among young children ages birth to 4 years, who experience a rate of 1,328 per 100,000 persons. In Fulton County, there were 1,494 ER visits due to asthma among young children ages from birth to 4 years during 2007.

There were 3,931 ER visits due to asthma among Fulton County children and youth ages birth to 19 years during 2007. These ER visits are comprised of a greater percentage of male compared to female patients. Approximately 62% (n= 2,444) of ER visits due to asthma among children ages birth to 19 years during 2007 were male patients and 38% (n= 1,487) were female patients. African-American children appear to be overrepresented in ER visits due to asthma, with 81% (n=3,183) of asthma-related ER visits among children and youth being African-American/Black patients.

Figure 3.8 Asthma Morbidity among Fulton County Youth, 2007



The top causes of death among children in Fulton County less than four years of age from 2003-2007 were homicide, diseases of the circulatory system and accidents. For children ages 4 to 8 years, the top three causes of death were accidents, homicide and cancer. Accidents, cancer and cerebrovascular disease were the top three causes of deaths among children ages 9 to 12 years during the same time period.

Table 3.8 Mortality Rates (per 100,000 persons in age group) and number of deaths, Fulton County, 2003-2007

	0-3 years	4-8 years	9-12 years
Homicide	7.8 (21)	1.9 (6)	0.4 (1)
Heart Disease/Diseases of the Circulatory System	6.3 (17)	0.6 (2)	0.0 (0)
Accidents	4.8 (13)	2.2 (7)	2.4 (6)
Cancer	1.5 (4)	1.6 (5)	1.2 (3)
Cerebrovascular Disease	0.0 (0)	0.3 (1)	0.8 (2)
Diabetes	0.0 (0)	0.3 (1)	0.0 (0)
Suicide	0.0 (0)	0.0 (0)	0.0 (0)
HIV	0.0 (0)	0.0 (0)	0.0 (0)

Overweight and Obesity

Approximately 15% (n=15,000) of children ages 2 to 4 years enrolled in the Women, Infant, and Children (WIC) program are obese (Georgia 2008 Obesity Summary). Findings from the 2007 Georgia Student Health Survey indicate that 15% (n=43,000) of Georgia middle school students and 14% (n=62,000) of Georgia high school students are obese. Increased health risks associated with overweight and obesity are associated with two factors: age and duration. The younger a child is when he or she becomes obese, and the longer that child remains obese, the greater his or her risk for developing diseases such as diabetes, heart disease and stroke.

Figure 3.9 presents the percent of obese middle school students in Georgia for 2003 through 2007. In youth, however the issue is much more complex. There are two main components, the actual weight and the perception of weight. As displayed in Figure 3.10, the total percentage of students in the YRBS who were actually overweight in 2007 was 18.2 in Georgia. However, the percentage of students who thought they were overweight or their self-perception as overweight was much higher. In Georgia, 28.5% of students perceived themselves as overweight, an increase of 10% more students. As shown in the map, more females tend to perceive themselves as overweight than males.

Figure 3.9 Obesity among Middle School Students, Georgia, 2003-2007

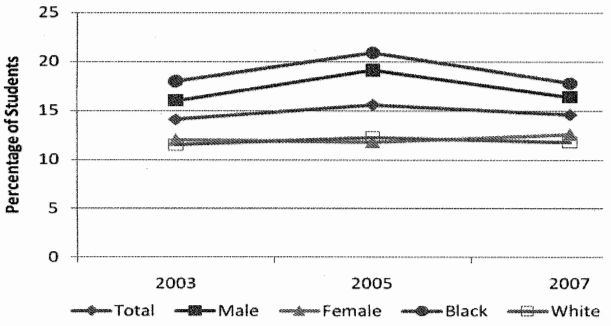
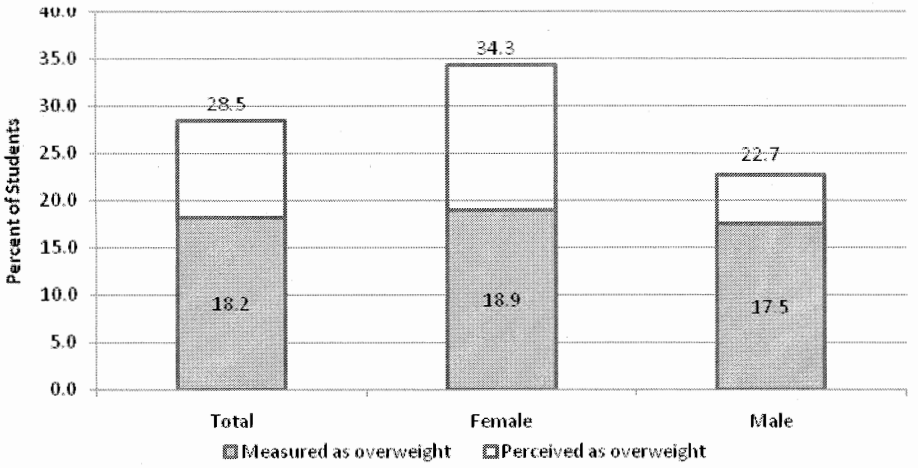


Figure 3.10 Overweight among Students, Georgia, 2007



3.5 Needs Identified by the Community

In October 2009, BHDD conducted a survey of parents and Fulton County School staff including nurses, parent liaisons, school social workers, lead school counselors, and school. The purpose of the survey was to obtain input from these stakeholders on services needed for the school age population. A total of 183 surveys were collected. One hundred (100%) of respondents believed that behavioral health services would be helpful in addressing the needs of children and youth from birth through 12th grade.

The types of services that were desired by survey participants were therapeutic evening programs, therapeutic summer programs, student and parent workshops, therapeutic groups in schools, individual therapy in schools, and out of school suspension programs and bullying workshops.

Table 3.9 Services Identified by Survey Participants, by Age Group

	0-6 years	1st - 4th grade	5th -8th grade	9th -12th grade
Therapeutic Evening Program	42%	56%	56%	61%
Therapeutic Summer Program	N/A	64%	59%	54%
Student and/or Parent Workshops	49%	67%	64%	54%
Therapeutic Groups in Schools	37%	53%	54%	60%
Individual Therapy in Schools	37%	49%	49%	53%

The therapeutic evening program, identified by 42% of respondents for each age group, is an afterschool program offered at the Oak Hill Child, Adolescent and Family Center for children with documented behavioral health issues. The program supports social skills, enhances relationships with adults and peers and encourages success in school.

The therapeutic summer program was identified by 54% of respondents for ages 1st grade and over. This program is a summer camp for individuals with documented behavioral health issues and is similar to the evening program though offered during the summer months when school is not in session.

Group therapy, identified by 37% of participants for the youngest age group and 60% for the oldest group, consists of groups of three or more individuals who meet regularly with a licensed therapist. Group therapy may be centered on one of the topics identified above.

Individual therapy was identified by 37% of participants for the youngest age group and 53% for the oldest group. This form of therapy involves working one-on-one with a therapist. The goal is to develop and implement a plan based on the needs of the individual to create positive changes in the individual's life. This type of therapy may also include the individual's parents or other significant people in his/her life.

Out of School Suspension programs were identified by an overwhelming consensus of participants as needed with particular focus on behavior modification and homework assistance. In this type of program students would report to Oak Hill Child, Adolescent and Family Center during the day with school assignments to prevent or minimize falling behind other students during absence. Additionally, students would participate in individual and group therapy while at Oak Hill during the day.

Overall, the needs identified by the school staff and parents were in line with the services being offered by the Oak Hill Child, Adolescent and Family Center.

3.6 Target Populations of Oak Hill Programming

The needs data outlined in preceding sections define the target populations of proposed Oak Hill enhanced programming. Potential users of the proposed enhanced Oak Hill programming include:

- Children and youth who are affected by poverty
- Children and youth who have been victims of domestic violence or intimate partner violence
- Children and youth who experience or are at risk for at risk for school-related difficulties and/or academic- achievement-related challenges
- Children who experience or are at risk for experiencing developmental or behavioral problems
- Children and youth with asthma
- Children and youth who experience or are at increased risk for overweight or obesity

4.0 Facilities and Programs

4.1 Facility Size

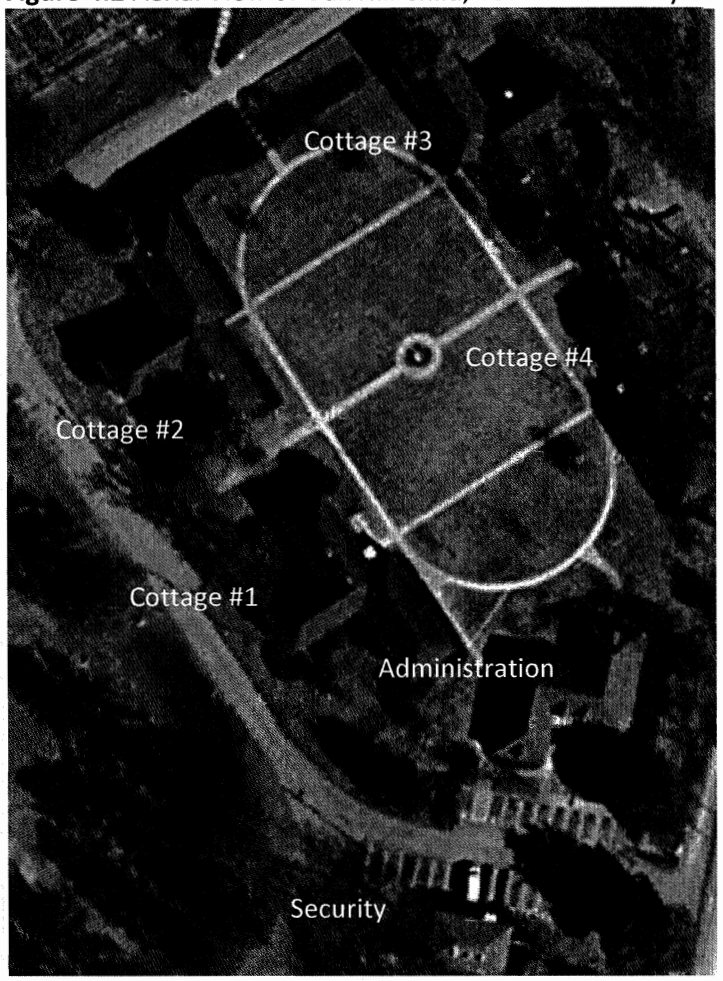
Oak Hill Child, Adolescent and Family Center is located on a 22 acre campus. There are currently seven buildings including an administration building, security house, gymnasium and four cottages. The administration building is approximately 2,500 square feet in size. The security house is approximately 2,500 square feet and each cottage is approximately 4,716 square feet. The campus also includes a swimming pool, two tennis courts and a small recreation building that is approximately 1,500 square feet. The gymnasium is approximately 8,271 square feet.

4.2 Existing Site Plan

Below are aerial views of the 22 acre campus on which the Oak Hill Child, Adolescent and Family Center is located. Easily visible are the existing cottages, sports facilities and undeveloped land for future expansion.

Figure 4.1 Aerial View of Oak Hill Child, Adolescent and Family Center

Figure 4.2 Aerial View of Oak Hill Child, Youth and Family Center Existing Buildings



Currently, there are seven buildings on the campus, including an Administration building, security house, gymnasium and four large cottages. The Administration building houses staff members who provide group and individual therapy, assessments as well as administrative support to the other programs on campus. The security house is not occupied at this point, but was previously used as the main administrative building. It has not been renovated since its original construction in 1948.

All of the cottages were previously used as dormitories for children who were in the custody of the Fulton County Department of Family and Children Services and are nearly equivalent in size. Cottages 1 and 2 have received minor renovations within the last three years. Currently, Cottage 1 houses the county's System of Care staff, the after school program and the summer program and Cottage 2 houses the children and youth administrative infrastructure for Health and Human Services. Additionally, Cottage 1 has a fully functioning computer lab on the ground floor. Cottage 3 has an industrial grade kitchen on the lower level and is need of significant restoration.

The Oak Hill campus also includes a swimming pool that is in total disrepair and in need of replacement. There are two tennis courts on the property, alongside a recreation building that is approximately 1,500 square feet, neither of which is being currently utilized. The gymnasium on the property has not been used in years, as the flooring has buckled in some places and the plumbing and showers are in need of repair.

4.3 Programs and Services Currently Delivered at Oak Hill

Oak Hill currently offers behavioral health services, child and youth programming, workforce development and library services aimed at addressing the social determinants of health affecting Fulton County youth. Programs and services related to children and youth were relocated to Oak Hill from various facilities throughout the county with the intent of Oak Hill becoming a "one-stop shop" for child and youth service delivery. The other intent of this relocation was to identify and decrease duplicative services being provided as a result of communication gaps between departments. A gap analysis will determine needs not currently being addressed by programming in place. The majority of the current programming will remain unchanged, however several programs will be enhanced to better address community needs. Restoration of the 22 acre facility will further benefit Oak Hill by allowing additional types programming and services to be conducted onsite (e.g. obesity camp).

Behavioral Health Services

The Oak Hill Child, Adolescent and Family Center provides high quality and culturally competent behavioral health care services designed to help children and adolescents (age 0 to 21). These services help children and adolescents achieve and maintain independence and stability so they can play a more productive role within their families, schools and communities. The services offered include outpatient behavioral health services, after school programs, support groups (school-based and in-clinic), services for suspended youth and summer programs. Support groups offered address issues such as anger management, social skills, grief and loss, dealing with divorce, drug and alcohol use, and parenting, grandparenting and foster parenting.

Table 4.1 presents the client breakdown by age group for in-clinic services at Oak Hill in 2009:

Table 4.1 Oak Hill Clients, by Age, 2009

Age	Clients Seen
Birth to 3 years	1
4 to 8 years	42
9 to 12 years	129
13 to 21 years	369
Totals	541

Early Education Consultative Services
Target Age Group: birth-6 years of age
Target Issues: early assessment of behavioral and developmental disabilities
Number Served: 600 clients served

Consultative services address children in early education settings at six Sheltering Arms Early Education and Family Centers throughout the metropolitan area. Oak Hill Center staff provides behavioral health services which include evaluations and assessments; classroom observations; as well as staff training and parent education on early childhood development and effective parenting techniques.

Behavioral Health Services at Juvenile Court
Target Age Group: 10-18 years of age
Target Issues: behavioral health diagnosis and counseling
Number Served: 177 clients served

Oak Hill Center staff provide behavioral health crisis counseling to address those issues which lead to the filing of "unruly and ungovernable" petitions by caregivers. Further behavioral health diagnostic assessments are provided to youth in the custody the Georgia Department of Juvenile Justice.

Fulton Family Care Network-System of Care
Target Age Group: birth-21 years of age
Target Issue: linking families to available community resources
Number Served: 356 clients served

The Fulton Family Care Network-System of Care is an evidenced based collaborative practice that emphasizes the utilization of comprehensive systems and the provision of individualized services in order to address the complex and varied needs of children and families. The Center for Mental Health Services within the Substance Abuse and Mental Health Services Agency defines a system of care as "a coordinated network of community-based services and supports that is organized to meet the challenges of children and youth with serious mental health needs and their families." Fulton County Department of Behavioral Health and Developmental Disabilities has led the development of this comprehensive system of care; however, this is not a Fulton County government only program. In January 2009, the Department enjoined the collective capacities of several agencies in Fulton County providing services to the target population (See Appendix A). Coordinating the provision of services to children and families utilizing the Integrated Care Model has created a system of care that is comprehensive, efficient, effective and fiscally sound.

Table 4.2 Youth and Families Served by Fulton Family Care Network-System of Care, 2009

Age	Clients Seen
Birth to 3 years	37
4 to 8 years	92
9 to 12years	65
13 to 21 years	162
Total	**356**

The Fulton Family Care Network consists of the Governing Council and the Implementation Council. The Governing Council oversees the development of policies and procedures for the system of care and guarantees adherence. The Governing Council began meeting monthly in January 2009; they currently meet quarterly as much of the work developing the system of care has been done. The Implementation Council meets the first and third Friday of each month. All committed partners (See Appendix A) are in attendance at these work meetings designed to provide comprehensive case management and planning for families. Six families are served each week, and partners are being consulted in an effort to increase the frequency of meetings in anticipation of reducing wait times for families.

Public-Private Partnerships

Another essential element of the enhanced continuum of care will be public/private partnerships. Public/private partnerships will be extremely important as this ambitious project begins to unfold. The county will leverage existing relationships to the extent possible, with Fortune 500 companies headquartered in Atlanta, such as Delta, The Home Depot, and Coca-Cola in an effort to galvanize support for the project. Additionally, Fulton County will enjoin the collective capacities of other pediatric health care providers such as Children's Healthcare of Atlanta, Scottish Rite and Grady Hospital to help bring this approach to fruition.

Therapeutic After-School and Summer Camp Program
Target Age Group: 5-18 years of age
Target Issues: behavioral health and developmental needs
Number Served: 63 clients served

Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) provides year round After-School and Summer Programming for students in Fulton County at the Oak Hill Child, Adolescent and Family Center. Learning occurs in a safe, structured and therapeutic environment for youth to receive social skills development, homework assistance and after school learning. Youth participate in individual and group therapy to teach social skills, anger management and conflict resolution skills, and learn other pro-social behaviors to ensure their success at home, at school and in the community. Behavioral health issues are addressed that might otherwise limit success in traditional after school and summer programs.

Participants also spend time in separate groups to address gender specific issues. These programs have been funded by Georgia Department of Human Services (GA DHS) - Afterschool Care Program since the 2007-2008 school year. The program is currently funded year round for the period of October 1, 2009 through September 30, 2010.

Therapeutic Suspension Alternative Program (TSAP)
Target Age Group: elementary and middle school children and youth
Target Issues: truancy and drop-out prevention
Number Served: 21 clients served

The Therapeutic Suspension Alternative Program (TSAP) began in January 2008 as a pilot program to address the multiple needs of suspended students in Fulton County. TSAP was not offered in 2009 but services have been resumed in 2010. TSAP provided a safe environment which prevents the students' participation in unhealthy or illegal pursuits during their absence from school and served an unmet need for youth who are at risk of school failure/drop out and those with multiple suspensions.

Students received individual and group counseling to address the reasons for their school difficulties and suspensions. They also received assistance with their school work so they don't fall behind during their absence from school. The curriculum included Thinking, Feeling & Behaving: An Emotional Education Curriculum, Cooperative Communication Skills, and the Georgia CRCT Test Preparation Study Guide. TSAP intends to decrease truancy and dropout rates of students who have been suspended multiple times.

Office of Children and Youth Programs

Call to Womanhood
Target Age Group: 12-17 years of age
Target Issue: self-esteem in female youth
Number Served: 296 clients served

The Call to Womanhood program is designed to expose young girls to positive female role models and encourage them to achieve their goals and aspirations. Call to Womanhood has been transformed from an annual two-day conference to a year-round program in 2010. This new approach affords young girls an opportunity for more intensive focus on issues ranging from teen pregnancy prevention, self-esteem improvement, education, and career building.

Global Youth Leadership Program
Target Age Group: 9-21 years of age
Target Issue: education
Number Served: 114 clients served

The Fulton County Global Youth Leadership Program prepares the children and youth of Fulton County to compete in a global economy. This program was added to the Youth Commission because it challenges its participants to think on a global level and bring a global perspective to all decisions, recommendations and actions made or taken by the Fulton County Youth Commission. The Global Youth Leadership Program soared high within its first year and has commanded the attention of other local governments in their effort to prepare their children and youth for globalization.

Kinship Care Program
Target Age: 6-12; 14-15 years of age (for summer job training experience)
Target Issue: summer camp tuition assistance and summer job training experience
Number Served: 34

The Fulton County Kinship Care Program provides eligible families with summer camp tuition assistance and summer job training experience. Participants receiving summer camp assistance could receive up to $450 for each youth, whereas participants receiving summer job training could receive up to $580 for one week of training and five weeks of work experience. Families are given the opportunity to choose the camp of their choice, while youth receiving summer job training were placed at work sites through the Office of Children and Youth and the Office of Workforce Development. All youth must be under the guardianship of family other than their parents.

Services to Advance, Reach, and Teach Youth (S.T.A.R.T.)
Target Age: 8-18 years of age
Target Issue: support services for youth and their families
Number Served: 663 clients served

The focus of *S.T.A.R.T* is to form a collaborative service system that includes assessment, prevention, intervention/treatment, and aftercare services. Another component involves community based services that will further support the youth and their families. S.T.A.R.T. is designed to intervene in the lives of youth ages 8 - 18 and their families that are in the Fulton County and Atlanta Public School Systems. In 2009, S.T.A.R.T. served 663 youth.

Teen DADS
Target Age: 14-21 years of age
Target Issue: teen fathers
Number Served: 32 clients served

The mission of the Call to Manhood Teen DADS Program is to provide comprehensive support services to teen fathers to ensure family stability by providing teen fathers with the skills, knowledge, and tools needed to successfully care for their child's financial and emotional needs. The program consists of 24 Teen DADS Curriculum Lesson Plans that effectively address the development of fathers and their role in the rearing of their children.

Transforming the Lives of Children (TLC)
Target Age Group: birth-5 years of age
Target Issues: mental health and developmental needs
Number Served: 54 clients served

TLC is an early intervention resource and support program designed to positively impact young children and the early care and education community in Fulton County. TLC enhances opportunities for young children in child care settings to succeed in school and society by addressing their mental health and developmental needs. The services provided by TLC include: child behavioral observations, developmental screenings, therapeutic and/or educational recommendations, referrals to community resources, teacher training, and parent education workshops. TLC targets children from birth to five years of age. TLC is currently being revised to enhance the impact on the target population. These enhancements are discussed in section 4.4 (Proposed Programs & Enhancements).

Youth Commission
Target Age: 13-21 years of age
Target Issues: education and civic involvement
Number Served: 26 clients served

The Fulton County Youth Commission is a leadership and service program that empowers Fulton County youth to become knowledgeable and involved in the local government. Youth leaders advocate on behalf of children and youth to address the issues of violence, health, education and safety. Youth leaders represent each Fulton County Commission district. Each year the Youth Commission creates a youth agenda which represents the concerns and needs of Fulton County youth.

Youth Leadership Academy
Target Age: 3rd grade males
Target Issue: leadership
Number Served: 19

The Youth Leadership Academy provides comprehensive direction, civic engagement, life-skills, and academic development for young boys entering the 3rd grade and follows each student through high school. This is a year-round program which requires the youth to commit to Saturday educational workshops and engage in community volunteer projects. Parents of the participating youth are also required to commit their time and efforts to support the program through active fundraising.

Office of Workforce Development Programs

Youth Employment Services
Target Age: 16-21 years of age
Target Issue: workforce development
Number Served: 1,090 clients served

Federal and local dollars support the operation of a Youth Employment Services Center, which is dedicated to providing services to the at-risk youth population, such as access to computer labs, assistance with developing resumes, and direct connections to local employment opportunities. A comprehensive summer employment program is administered through this office that provides training to youth on how to complete applications, interviewing skills, workplace etiquette, and onsite paid job opportunities throughout the summer.

Library Services

Library Services
Target Age: 0-21
Target Issues: education & literacy
Number Served: Not Available

Oak Hill Child, Adolescent & Family Center has an impressive collection of books, DVDs, posters and other literary material. Located on the 1st floor of Cottage 1, this resource center features a computer center as well. The center has international collection of books, posters, software and videos supplied by the 33 foreign governments that have consulates in Atlanta. Another 40 foreign countries contributed materials to Oak Hill's resource center through their embassies in Washington, DC. Oak Hill also received a donation of over 5,000 books for young children, adolescents and young adults from the Atlanta-Fulton Public Library System. As a result of successful collaboration with the Atlanta-Fulton Public Library System, librarians are available

upon request to conduct programs such as Story Times, Books and More, Early Literacy, and Computer Literacy.

4.4 Proposed & Enhanced Programs and Services

To address the unmet needs of the current market, Fulton County is proposing new and enhanced programs and services be implemented. Implementation of these new services will require capital improvements be made to Oak Hill Child, Adolescent and Family Center. Specifically, renovation and restoration of Oak Hill will allow programs such as the Staying Fit 4 Life summer camp usage of the recreation center and pool; the Lifetime of Wellness program's use of the industrial kitchen in Cottage 3 for cooking demonstrations; and modifications to the current administration building and cottages to support comprehensive client assessments. These renovations will also provide additional office space which will be needed to house new program staff.

New programming at Oak Hill will be evidence-based and tailored to the market being targeted. Fulton Family Care Network (FFCN) will expand its current role to support the continuum. The FFCN will act as the planning arm of the continuum and select curricula that are culturally appropriate and efficacious at reaching the desired outcomes. Additionally, the Network will assist Fulton County in conducting a gap analysis to identify unmet needs and to assist in the identification and development of programming to address gaps noted. Through this process it is anticipated that some of the county's current children and youth programming will discontinue. Following are proposed services that include potential age groups that will be served as well as anticipated service levels.

Diagnostic and Assessment Center
Target Age: birth to 18 years of age
Target Issue: intake and assessment
Anticipated Number Served: 600 clients

Oak Hill's Diagnostic and Assessment Center will serve as the centralized intake point for all clients seeking services at Oak Hill. Core preventive and high intensity services will occur at Oak Hill, however, once the family has entered the continuum of care through the Oak Hill entry point, care maintenance can continue at the regional center most convenient for the family. All participants will receive a comprehensive biological, psychological and social assessment onsite. The results of this assessment phase will be the basis of their individualized treatment/recovery plan. Services will be provided utilizing the Integrated Care Model of service delivery. Services will be administered by Oak Hill clinical staff (e.g. psychiatrist, nurse practitioner, etc) in concert with public/private pediatric community partners such as Children's Healthcare of Atlanta.

Staying Fit 4 Life-Obesity Initiative
Target Age: 6-12 years of age
Target Issue: obesity
Anticipated Number Served: 50 clients

To address overweight/obesity in children, a pilot weight management camp will be offered during the summer on the Oak Hill campus. Students from schools in the Fulton and Atlanta system will be selected to participate in this two-week residential program annually. The obesity camp will give overweight and obese children and youth in Fulton County the opportunity to participate in a medically supervised weight loss program. This program will teach the children fit, healthy habits for life. Sessions will train youth and their families on healthy cooking and eating, how to eat healthy when eating out, how to read food labels, and ways to incorporate more physical activity into the family's schedule. Lifestyle classes will teach the children to set their own goals and to develop a positive attitude towards physical activity and healthy eating habits. This will equip youth with the tools necessary to sustain their gains upon completion of the course.

The Lifetime of Wellness Program
Target Age: 10-18 years of age
Target Issue: physical activity, healthy eating
Anticipated Number Served: 200 clients

The Lifetime of Wellness program at Oak Hill will address obesity by providing access to an on-site dietician and/or nutritionist for assessments and evaluations. Programming will cover topics such as childhood obesity, overeating, and unhealthy eating habits. Youth and their families will work in conjunction with a behavioral health therapist to address issues such as overeating, eating patterns, and anxiety. Overeater's Anonymous groups will be offered on campus for youth and adults. Oak Hill will provide activities to teach and encourage lifelong exercising and active lifestyles. In conjunction with The Lifetime of Wellness program, youth and their families as well as members of the community will be able to participate in a "Community Garden," which has been shown to improve the quality of life for people in the community, provide a catalyst for neighborhood and community development, stimulate social interaction, encourage self-reliance, reduce family food budgets, conserve resources, create opportunity for recreation, exercise, therapy, and education, increase income opportunities and economic development as well as reduce crime.

Therapeutic Nursery
Target Age: birth to 3 years of age
Target Issue: Parenting/Caretaking Skills
Anticipated Number Served: 40 clients

This intervention will help infants and children develop appropriately by providing developmentally sensitive interventions for the child and helping the parents develop appropriate parenting and caretaking skills.

Substance Abuse Prevention and Intervention
Target Age: 10-18 years of age
Target Issue: substance abuse
Anticipated Number Served: 100 clients

The Treatment Clubhouse for Youth is a model designed to provide services for children and families coping with the isolation, stigma and other challenges of substance use disorders. The objectives of the program are to prevent and decrease substance use and abuse among teens, juvenile crime, and behavioral problems; and increase positive social functioning, school attendance and performance and family involvement and relationships. This program will employ The Matrix Adolescent Model for substance abuse treatment and the Global Assessment of Individual Needs. Individual, group and family therapy will be available. Peer led support groups will provide the opportunity for consumer to direct their own recovery and advocacy.

Kick Asthma Camp
Target Age: 10-15 years of age
Target Issue: asthma
Anticipated Number Served: 50 clients

Kick Asthma Camp will teach asthmatic youth how to manage their condition by increasing their knowledge of the triggers of asthma. This camp will run concurrently with the obesity camp during the summer months and will be instructed by trained professionals. Kick Asthma Camp consists of educational activities designed to encourage children's ability to managing their medication and improve their overall health status.

Library Services (Enhanced)
Target Age: 4-17 years of age
Target Issue: education
Anticipated Number Served: 250 clients

The Atlanta-Fulton Public Library will provide the following in addition to services already provided at the Oak Hill Child, Adolescent and Family Center. Library staff will visit Oak Hill on a regularly scheduled basis to assist children with obtaining library cards, finding books and other

materials and using library computers for homework. Staff will host library card drives at Oak Hill, plan and participate in events and fairs at the center, and will work with partners to give families an introduction to library services. The library will participate in a college and career resource fair at Oak Hill, and will also work with staff to schedule Kaplan Test Preparation workshops such as SAT and ACT practice tests at Oak Hill. For adults who are seeking to strengthen their own educational background the library will provide one-on-one support for finding the requisite resources such as GED preparation classes, GED test sites, computer training, and preparation for many other tests.

Transforming the Lives of Children (Enhanced)
Target Age: birth-6 years of age
Target Issues: mental health and developmental needs
Anticipated Number Served: 400 clients

The current Transforming the Lives of Children (TLC) program will be greatly expanded to include a broader scope of therapeutic services accompanied by coordinated medical care where appropriate. Services will be provided to youth and their families, and will include of diagnostic screenings and assessments to identify risks and/or early indicators of emotional and behavioral disorders. Parent support, parent education and parenting skill building, in-home services, family therapy and consultation with early childhood learning centers will be key components of this program. Enhancements to this program will include a 6-week educational series for pregnant mothers on childhood development, parenting and nutrition and care of babies and a therapeutic nursery. Due to the significant impact early detection of physical and behavioral health challenges has on the lives of children, this expanded program will be housed within the health sector of the continuum of care, in order to ensure medical staff is involved. As parents receive information and attend training sessions, nurses and nurse practitioners will serve as key components in both the communication with families and the training curriculum. This is necessary to support early detection and the immediate referral of families to appropriate services once in depth assessments and child observations are conducted.

Oral Health Program
Target Age: birth-18 years of age
Target Issue: oral health
Anticipated Number Served: 1,500 clients

The oral health program at Oak Hill will improve the oral health care of young people and their families through a combination of education, prevention and early treatment. Specifically, increasing awareness about the importance of oral healthcare, implementing prevention programs and providing treatment will be a top priority.

Domestic/Family Violence Prevention
Target Age: 6-8 years of age
Target Issues: domestic and family violence
Anticipated Number Served: 100 clients

Oak Hill will provide programming aimed at preventing and reducing domestic violence, including teen dating violence. In addition to educational sessions intended to raise awareness of domestic violence and teen dating violence, there will be counseling targeted at addressing the needs of victims of domestic violence, including teen dating violence and physical and sexual abuse. Confidential health and behavioral health assessments will be available for victims of violence

Tutoring and Mentoring Program
Target Age: 5-18 years of age
Target Issue: education
Anticipated Number Served: 200 clients

Basic tutoring sessions will be offered to youth having academic difficulties in school, older youth in GED programs and parents who have difficulty with reading. Relationships will be developed with community partners to act as mentors for at-risk youth, and to place youth in jobs/internships/apprenticeships with mentors. Relationships will be fostered with Fulton County and Atlanta Public Schools to offer a peer mentorship program to provide much needed mentor/mentee relationships and to develop future peer leaders.

Art-at-Work (Enhanced)
Target Age: 14-16 years of age
Target Issue: workforce development
Anticipated Number Served: 100 clients

The Art-at-Work program will continue to be offered to youth receiving services through the continuum of care. This six-week summer program will provide arts education and job training for youth who were interested in the visual arts, giving them the opportunity to become Apprentice Artists. Teens will be integrally involved in all aspects of production and marketing while learning valuable work skills and gaining exposure to business and entrepreneurial aspects of the arts, as they exhibit their work locally and earn an income creating art.

Community Service and Volunteer Program
Target Age: ages 18 and up
Target Issue: civic participation
Anticipated Number Served: 100 clients

The Community Service and Volunteer Program will link participants to volunteer opportunities in the community. Family Advocates will assist youth and families in finding volunteer opportunities they are interested in and will ensure that they are able to access and participate in those opportunities. Family Advocates will also assist parents and youth in becoming active in their schools. Oak Hill will partner with United Way, Hands on Atlanta, soup kitchens, food pantries, and other community agencies to foster opportunities. The participating youth will serve as mentors to other members in the program.

UMATTER-Using Media and Technology to Teach and Encourage Resilience
Target Age: 6-18 years of age
Target Issues: improved self-esteem, self-worth
Target Number Served: 120 clients

The Media and Technology Program will audio/visual tools (i.e. digital cameras, video cameras and video/audio/music recording equipment) to teach youth to use media and technology as an expression of talent, creativity, individuality and strength. Youth will have the opportunity to use equipment to create public service announcements, commercials or a music CD to share their personal experiences with their peers. Participants may share positive or negative experiences each have had with school, parents, relationships, peer pressure, substance abuse, depression, self-esteem and more. Oak Hill will host quarterly "Red Carpet" events where parents and community members will view public service announcements, photography, art and music created by the youth who participate in the program. Social media outlets will also be utilized for outreach, to share information about all programs and services at Oak Hill and to post information about upcoming events.

Junior Master Gardener Program
Target Age: 5-18 years of age
Target Issues: skills-building/environment/entrepreneurial experience
Anticipated Number Served: 50 clients

This program will be offered in collaboration with Cooperative Extension to use the Junior Master Gardener curricula as part of an effort to engage children in novel, "hands-on" group and individual learning experiences that promote a love of gardening, develop an appreciation for the environment, and cultivate the mind. The program will also be customized to include a Farmers Market, which will teach youth about safe farming practices and the entrepreneurial aspects of urban gardening.

5.0 Outreach and Marketing

To ensure that clients and community members are aware of the availability of services at the Oak Hill Child, Adolescent and Family Center, a comprehensive marketing and communications strategy will be implemented in cooperation with the Office of Communications.

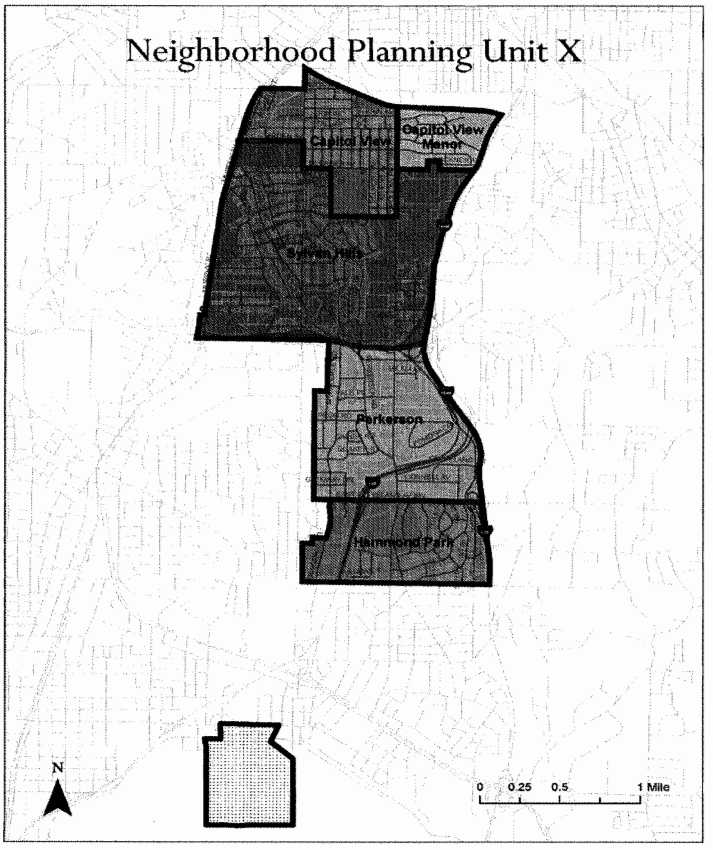
A comprehensive media campaign inclusive of an initial press release, a media tour, story pitches and customized print collateral will be developed for key audiences. The marketing collateral will provide an overview of the center, the scope of available services, and logistics for accessing the services (contact information, hours, parking, etc.) Furthermore, various spots on FGTV will be developed to market the available services, and as client successes are documented, they will be transformed into media friendly stories to communicate service impact.

The marketing audience will include existing clients, potential clients, service providers and other community contacts, as well as the media. It will be essential to provide marketing material to neighboring businesses and faith-based organizations as well, to inform them of the newly renovated facility, and to educate them about the array of services that will be available to the children, youth and families of Fulton County. Additionally, current partners and county grantees will receive information about the continuum of care and will be encouraged to share this information with at least two other agencies, in an effort to further the outreach efforts. Current Fulton County employees, particularly within Health and Human Services, will also be fully engaged in the marketing and outreach effort, will be educated about the services available at Oak Hill, and encouraged to market the continuum of care when engaging with current clientele and partners.

6.0 Urban Planning

The purpose of the urban planning element is to describe the land use, transportation, environment, and housing characteristics of the study area. The urban planning element focuses primarily on Neighborhood Planning Unit X (NPU X) due to the availability of data specific to this area.

Figure 6.1 Neighborhood Planning Unit X



6.1 Land Use

Land Use Inventory

The City of Atlanta's Bureau of Planning has established a land use plan for each Neighborhood Planning Unit. The land use plan is a guide to the physical growth and development of the area for 2008-2023.

The land use inventory (Table 6.1) includes a description and depiction of the type of land uses and estimates the acreage dedicated for each land use category within NPU X.

Table 6.1 Land Use Inventory for Neighborhood Planning Unit X

Land Use Category	Acreage
Single Family Residential	1,311
Low Density Residential	114
Medium Density Residential	73
Low Density Commercial	429
Office/Industrial	184
Open Space	82
Industrial	82
Mixed-Use	234
Community Facilities	40
Total Acreage	**2,549**

Low Density Commercial zoning is recommended by the City of Atlanta for use along Cleveland Avenue, Metropolitan Parkway, and Sylvan Road, which are also the most heavily traveled arterial roads in the area. A Low Density Development such as Oak Hill will be consistent with that recommendation.

6.2 Transportation & Community Development

Transportation Infrastructure

Major Roads and Highways

Oak Hill is surrounded by a full range of roadway classifications including interstates (I-85 and I-75), freeways (Lakewood Freeway/Langford Parkway/SR 166), arterials (Metropolitan Parkway and Cleveland Avenue), collectors (most notably Fair Drive), and several miles of local streets.

The dominant transportation feature of the study area is Metropolitan Parkway, formerly known as Stewart Avenue. Metropolitan Parkway runs approximately 5.07 miles from the City of Atlanta limits (at the Hapeville City limit) northerly to Ralph David Abernathy Boulevard. The corridor accommodates several modes of transportation: automobiles, trucks, transit (MARTA), and pedestrians.

Metropolitan Parkway is a State Route (SR 3) as well as a Federal Highway (US 19/41). This route serves as a north-south alternative to Interstates 75 and 85 between downtown Atlanta and the Tri-Cities area of South Fulton County and is classified by the Georgia Department of Transportation as a "Minor Arterial."

Public Transit

The Metropolitan Atlanta Rapid Transit Authority (MARTA) is the only comprehensive provider of mass transit to the city, inner suburbs and metropolitan Atlanta area. There are approximately four (4) bus routes that serve the area and Metropolitan Parkway. MARTA's south stations, West End, Lakewood/Fort McPherson and Oakland City, are the boarding stations for the bus routes.

Community Development Plans

Metropolitan Parkway Redevelopment and Tax Allocation District Plan

The Metropolitan Parkway Redevelopment and Tax Allocation District Plan was adopted by the City of Atlanta City Council and Mayor in October 2006. The vision for the Metropolitan Parkway corridor is to have viable retail along the corridor with other uses and residential above and behind. The intent is to provide for a mix of uses that can create a sustainable community. Residential choices are critical, hence an array of various housing types are envisioned within the redevelopment plan; condos, apartments, town homes, live/work, soft lofts and single family. Assisted and senior living is recommended to support the full life-cycle housing. The retail would constitute a combination of the chain stores (big boxes), local businesses, and a variety of bars and restaurants. There is viable potential for recreational activities; movie theaters, bowling alley and others. In addition, community and neighborhood services such as grocery, pharmacy, bank, post office and others viable and needed to support the vision.

NPU X Comprehensive Plan

The Neighborhood Planning Unit (NPU) X Comprehensive Plan was adopted by the City in 2005 and amended in 2008. It is a comprehensive planning and development tool for the NPU. The western portion of the Cleveland Avenue Corridor Study Area includes the Capital View, Capital View Manor, Sylvan Hills, Perkerson, and Hammond Park neighborhoods. The goals of the plan include addressing deficiencies in commercial service quality and neighborhood retail availability, to be inclusive and promote "smart growth," public transportation, affordable single-family and multi-family housing, human services, clean and safe environment, and to advocate expansion and improvements to open space, infrastructure and parks in each of the five neighborhoods.

Green Space Plan

The City of Atlanta has Green Space Plan for the area to preserve and enhance the green space within the community, provide recreational amenities for the community and improve the quality of life.

6.3 Environment

Environmental Hazards

The uneven terrain in the area along with numerous vacant lots and dead-end streets create opportunities for illegal dumping. Construction debris, tires, and garbage present health hazards to the community. There is a high probability that some of these dumpsites contain toxic hazardous material. This problem is most prevalent in Sylvan Hills and Capitol View, which are adjacent to the Murphy Avenue Industrial Corridor. Many brownfield sites are adjacent to abandoned or dilapidated buildings.

Rivers and Streams

The South River and associated floodplains are environmental features. South River is the major river; however there are associated small streams, creeks and floodplains throughout the area.

6.4 Housing

Housing Conditions

NPU X is a largely residential community. Typical housing is single family, 2 bedroom bungalow units with an average size of 1,350 square feet. A slight majority of households are owner-occupied, but the percentage of owner-occupancy can vary by neighborhood and by the presence and concentration of rental housing, or the propensity of some single family residences to be investor-owned and renter-occupied.

Portions of the NPU, most noticeably Capitol View and Hammond Park, are burdened with tax delinquent properties, vacant lots and substandard housing. The lack of maintenance has resulted in dilapidated conditions which are a prominent characteristic of this neighborhood.

Within a centered radius from the intersection of Metropolitan Parkway and Highway 166, Table 6.2 below illustrates the population and housing trends of the area.

Table 6.2 Population and Household Trends

Population & Household Trends	1 mile radius	3 mile radius	5 mile radius
2000 Population	8,237	99,973	232,571
Households	3307	34,328	83,330
Average Household Size	2.43	2.8	2.62
2006 Population	8,615	106,635	249,541
Households	3,523	37,332	92,136
Average Household Size	2.39	2.74	2.55

7.0 Financial Analysis

7.1 Project Budget

The transformation of Oak Hill will require extensive renovation and restoration throughout this 23 acre campus at an estimated cost of approximately $10 million based upon estimates provided by the General Services Department. The cost proposal generated by General Services for the renovation of the Oak Hill Child, Adolescent and Family Center campus is located in Appendix B.

Because the property includes areas that have not been utilized in years, it is covered by extreme overgrowth of trees and other foliage, making it necessary for the Public Works Department to conduct an environmental assessment of all elements of the property. Upon completion of this assessment, it is necessary to secure the services of an architectural design firm, and then solicit community input during the construction design phase. Once these steps have been completed, the services must be bid through a competitive process, in an effort to finalize the total renovation and restoration by early 2011.

Renovation Phases

Initial phases of the renovation will include a comprehensive facility assessment to be conducted by an external engineering company. The initial phase of the assessment will include a full-fledged environmental review, construction assessment as well as the preparation of a schedule and cost estimates to renovate and upgrade the facility. In addition, during the initial phase, the company will assess the soil and conduct an evaluation of the buildings to determine if lead and/or asbestos is present. If areas of concern are noted, the process and cost for abatement by a state certified lead or asbestos removal company will be provided by the external engineering company.

The second phase of the renovation is the design phase, which will be conducted by an architectural firm to determine the ideal use of the facility, based upon the program goals and objectives as well as the result of the comprehensive facility assessment. The renovation of the larger building on campus is a top priority. This building, which is currently occupied, will house the medical and dental clinic, as well as the area for nutrition information sessions and cooking classes. The initiation of this building's renovation will take precedence, in order to begin providing health services to children and youth while successive renovations on the campus occur.

Initial phases of the renovation will include a comprehensive facility assessment to be conducted by an external engineering company. The initial phase of the assessment will include a full-fledged environmental review, construction assessment as well as the preparation of a schedule and cost estimates to renovate and upgrade the facility. Also during this phase the

company will assess the soil and conduct an evaluation of the buildings to determine if lead and/or asbestos is present. If areas of concern are noted, the process and cost for abatement by a state certified lead or asbestos removal company will be provided by the external engineering company.

The second phase of the renovation, the design phase will be conducted by an architectural firm to determine the ideal use of the facility based upon the program goals and objectives and the result of the comprehensive facility assessment. The larger building will house the medical and dental clinic, as well as a classroom area for nutrition information sessions and cooking classes. The initiation of this building's renovation will begin first so that provision of health services to children and youth can begin as early as possible. Design plans will also be formulated for the development of walking trails, basketball courts, soccer fields, and an area for organic gardening and for the replacement of the swimming pool and renovation of the gymnasium.

The third phase of the renovation includes the development of the design documents into specifications that will be utilized to competitively bid the work and to serve as the basis for the construction of the project. The county's standard bid process will be adhered to, and the Board of Commissioners will be kept apprised of the project based on agreed upon timelines.

Project Funding

Two potential funding sources have been identified to fund the facility renovation: state awarded stimulus bond funding and future capital improvement dollars.

Fulton County is eligible to receive approximately $26 million in federal stimulus bond funding; an estimated $8 million of those funds are scheduled to be directed to the Oak Hill project. An initial assessment determined that the renovation and reprogramming of Oak Hill is one of two Fulton County initiatives categorized as a high priority. This Recovery Zone bond allocation would allow the county to receive a low interest loan for up to $26 million to pay for capital expenditures. The County's deadline for completing its financing is July 1, 2010, thus it is expected that an application for the stimulus funding will be submitted in spring of 2010, resulting in award by the fall.

As an outcome of annual salary savings and efficiencies resulting from the Agency reorganization, an estimated $5 million in savings is anticipated for 2011, a portion of which could directed to fund the Oak Hill renovation.

The availability of funding from these two sources will determine if dollars will support the entire renovation plan, or if the project will be funded incrementally. In the event these potential funding strategies are unable to support the project, a concentrated grant writing campaign will be undertaken to identify external funding opportunities.

A nonprofit 'Friends Of' organization will be established as a separate foundation to spearhead fundraising efforts for ongoing service enhancements at the Oak Hill Child, Adolescent and Family Health Center. Fundraising efforts will be complemented by a comprehensive marketing package that will be developed in collaboration with FGTV and the Office of Communications to market the facility and services, as well as to promote the county's children and youth continuum of care.

Operational Funding

Fulton County currently funds more than $37 million annually to support children and youth services (See Appendix C). As current programming and services are evaluated, efforts will be made to streamline the provision of children and youth services so that they are offered in the most effective, impactful manner possible. Funding of the continuum will be directed from funds already committed by the Board of Commissioners to further its goal of improving the lives of children. As service provision modifications are made to the continuum of care, current funding allocated for operations will continue to be used for ongoing support of children and youth services in this redesigned system of care.

Facility Management and Hours of Operation

The Oak Hill facility will continue to be maintained by Fulton County General Services, and operated by Fulton County Health and Human Services. Typical hours of operation will be Monday through Friday from 7:00 am to 6:00 pm, however it is envisioned that evening and weekend hours will be offered to ensure the array of services is made available during nontraditional hours.

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Appendix A: Partners in Fulton Family Care Network

Agency	Services; Role in System of Care
Fulton County Schools	Works with children to learn their potential, engage parents in the educational process and teach students to be responsible and productive; provides expertise, help in navigating the Fulton County school system, refer children and their families to the FFCN
Fulton County Department of Family and Children Services (DFCS)	Provides numerous support services and innovative programs to help abused children and troubled families; provides expertise, empathize, offer support, and assist children and their families that are victims of abuse
Fulton County Department of Human Services/ Office of Children & Youth	Assists citizens with working together to build strong communities and offers a wide variety of health services to children and youth; lends expertise, shares resources, and refers children and their families to the FFCN
Atlanta-Fulton Public Library System	Provides access to various ideas programs and information; offers free access to a wide range of programs and resources for both children and adults from help with homework, free fitness and GED classes
Atlanta Fulton Family Connection (AFFC)	Serves as a collaborative authority designed to convene various partners to leverage resources to improve social services and develop strategies to address community concerns that effect families and children; evaluates plans to address serious challenges facing children and families of Georgia
Georgia Parent Support Network Programs	Provides support, advocacy, and education for families that have children/youth with mental illness of emotional disturbances and behavioral differences; provides services that support children/youth with mental illness and/or emotional disturbances and their families to develop life skills
East Point Community Action Team (EP-CAT)	Empowers the community to take action by building partnerships that develop resources in the community and connect residents to the resources; offers services geared towards strengthening families by linking these families to their community resources
CHRIS KIDS	Delivers a broad continuum of services to children, youth, and families that allow them to reach their natural potential for success, happiness, and health; has numerous programs and services from counseling for emotional and behavioral problems to independent living for young adults that are aging out, and able to provide furniture to families in need
The Jane Fonda Center	Serves as a collaborator on a $1 million grant for a four year project

Emory University	to address and educate youth ages 11-14 on Teen Dating Violence; services empower youth to develop healthy relationships
Sheltering Arms Early Education and Family Centers	Serves as an early childhood education program that provides affordable child care and comprehensive family support, including parent education and advocacy; offers affordable child care for children ages 6 weeks to five years old and family support
Hillside Inc.	Provides treatment services to children ages 7-17 who have severe emotional, psychological, and behavioral challenges; offers affordable child care for children ages 6 weeks to five years old and family support
Family Ties	Assists families in the skill development necessary to safely maintain children in their home; a resource that lends expertise, refer children/youth and their families to FFCN
Fulton County Juvenile Court	Is dedicated to care, safety, guidance, development, and accountability of children and their families; staff adjudicated youth through KidsNet Fulton, refer children/youth to FFCN
Fulton County Police	Has as a mission to preserve life, protect property and maintain order; identify youth in the community who are in danger of becoming involved in the law, refer youth and families to FFCN
Department of Juvenile Justice	Protects and serves the citizens of Georgia by holding youthful offenders accountable for their actions through the delivery of treatment services; collaborate with behavioral health to serve youth with behavioral health issues in a wrap around model, refer children/youth to FFCN
Georgia Center for Child Advocacy	Defends the needs of sexually and severely physically abused children through prevention, intervention, therapy, and collaboration by providing top quality forensic interviews, free psychological treatment, and coordination of public agencies; lend expertise in child sexual, physical and emotional abuse, trainings, and refer children/youth to FFCN
Mental Health of America Georgia	Serves as an early intervention and prevention program that promotes education outreach and advocacy for children ages 4-11 years old; provides an effective way of communicating with children and youth on a variety of topics: Drug and Alcohol Abuse, problem solving, and bullying
Fulton County Department of Health & Wellness	Offers public health services for Fulton County residents; offers a wide range of health services and information
Atlanta Public Schools	Is committed to see all students graduate ready for success in college and life through providing high performance learning environments and excellent teachers; lends expertise, help in

	navigating the Atlanta Public school system, refer children and their families to the FFCN
Fulton County District Attorney (DA)	Has a mission to prosecute all felony crimes on behalf of Fulton County residents to make a safer community; refers children/ youth and families to FFCN
Fulton County Parks and Recreation	Provides a standard of excellence in service, facilities, programs and preservation of resources; offers multiple programs and services for children, youth, and families of Fulton County and serves as a resource for FFCN
Fulton County Department of Housing and Community Development	Has an objective to establish suitable working conditions and provide safe, affordable housing opportunities to the citizens of Fulton County; Collaborate with FFCN to meet housing and community needs of families served