



CONTRACT DOCUMENTS FOR
19ITB111419A-YJ
LABORATORY TESTING SERVICES
For
DEPARTMENT OF PUBLIC WORKS

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CONTRACT AGREEMENT

Contractor: Analytical Environmental Services, Inc.

Contract No.: 19ITB111419A-YJ, Laboratory Testing Services

Address: 3080 Presidential Drive
City, State Atlanta, GA 30340

Telephone: (770) 457-8177

Email: ay@aesatlanta.com

Contact: Andria Yildirim
President

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **ANALYTICAL ENVIRONMENTAL SERVICES, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform laboratory testing services of wastewater discharge effluent, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor 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 Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor 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
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

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 Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 December 18, 2019, Item No. 19-1123.

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 Contractor agree the Project is to perform laboratory testing services of wastewater discharge effluent. 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 WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor 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 Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor 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. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor 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 Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2020, the starting date, and shall end absolutely and without further obligation

on the part of the County on the 31st day of December, 2020. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. §36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$100,000.00 (One Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Contractor 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 Contractor 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 Contractor. No changes or substitutions shall be permitted in Contractor'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 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, 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 Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 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 Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **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 County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor 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, Contractor 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, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor 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 Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work 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 Contractor, terminate Contractor'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 Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

ARTICLE 14. **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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. 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.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. **INSURANCE**

Contractor 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 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **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 22. **SUBCONTRACTING**

Contractor 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 23. **ASSIGNABILITY**

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **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. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 area covered by this Agreement without the prior written consent of Contractor. Contractor 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 eight 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. 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 Contractor 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 28. 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:

Deputy Director
Department of Public Works Water Resources
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
Telephone: (404) 612-6317
Email: roy.barnes@fultoncountyga.gov
Attention: Roy Barnes

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

President
Analytical Environmental Services, Inc.
3080 Presidential Atlanta, GA 30340
Telephone: (770) 457-8177
Email: ay@aesatlanta.com
Attention: Andria Yildirim

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, 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 the Fulton County Superior Courts. 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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. OPEN RECORDS ACT

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

ARTICLE 33. INVOICING AND PAYMENT

Contractor 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 Contractor 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: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

ADDENDA

No Addenda were required for this Project

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder 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.
5. The successful Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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.
10. All 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).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the following:

1. The Contractor performing testing for the County must possess and provide copy of certification that meets or exceeds the criteria established by the State of Georgia for commercial laboratories generating data for State regulatory purposes.
2. Containers for the samples that will be analyzed by the vendor must be provided as specified in 40 CFR part136. Labels and blank chain of custody documents shall be provided without charge.
3. Three (3) business days will be the normal turnaround time for samples tested, unless the test method requires more time such as Biological Oxygen Demand (BOD). Testing such as BOD must meet the shortest time constraint for reporting the data at no additional fee.
4. On request, copies of any documentation related to County data, shall be provided in two (2) business days at no charge.
5. The County must be alerted within twenty-four (24) hours of discovery of any lab conditions that cast doubt on laboratory results in written form.
6. The Contractor will encumber all expenses for testing that is repeated due to the Contractor's error.
7. The Contractor will only subcontract County work to laboratories that meet the certification criteria established by the State of Georgia for commercial laboratories generating data for State regulatory purposes.
8. The Contractor shall conduct all analyses by methods and protocols outlined in 40 CFR parts 136 and 141. A copy of this guideline may be obtained by contacting the US Government Printing Office at www.bookstore.gpo.gov or by calling 1-866-512-1800.
9. The Contractor will provide services to pick up samples requested as needed at the locations of the County listed below. Pick-up is at least once per week per facility. The response time shall be the same day if contacted prior to 11:00 A.M.

Locations:
 - Big Creek Water Reclamation Plant: 1030 Marietta Highway, Roswell, Georgia 30075
 - South Fulton Maintenance & Operations Centers (SFMOC): 7472 Cochran Road College Park, Georgia 30349
10. The Contractor will perform all analyses using the most current detection limits as outlined by the Georgia Protection Division for Priority Pollutant scans. These limits are listed below:

CHEMICAL CONSTITUENTS	DETECTION LIMITS (PQL)
(4, 6-Dinitra-a-cresol)	50 mg/L
(g-BHC-gammal)	0.1 mg/L
(Parachlorometa cresol	10 mg/L
1, 1 Dichloroethylene	2 mg/L
1, 1, 1-Trichloroethane	2 mg/L
1, 1, 2, 2-Tetrachloroethane	2 mg/L
1, 1, 2-Trichloroehtane	2 mg/L
1, 1-Dichloroethane	2 mg/L
1, 2 Dichloropropane	2 mg/L
1, 2, 4-Trichlorobenzene	10 mg/L
1, 2-Dichlorobenzene	10 mg/L
1, 2-Dichloroethane	2 mg/L
1, 2-Trans-Dichloroethylene	2 mg/L
1, 3 Dichloropropylene (Cis)	2 mg/L
1, 3 Dichloropropylene (Trans)	2 mg/L
1, 3-Dichlorobenzene	10 mg/L
1, 4-Dichlorobenzeze	10 mg/L
1,2-Diphenylhrdrazine	10 mg/L
2, 4, 6 – Trichlorophenoxy	10 mg/L
2, 4, 6-Trichlorophenol	10 mg/L
2, 4-Dichlorophenol	10 mg/L
2, 4-Dichlorophenoxyacetic	10 mg/L
2, 4-Dinitroluene	20 mg/L
2, 4-Dinitrophenol	60 mg/L
2,6-Dinitroluene	20 mg/L
2-Chloroethylvinyl Ether	10 mg/L
2-Chloronaphthalene	10 mg/L
2-Chlorophenol	10 mg/L
2-Methyl-4, 6-Dinitrophenol	10 mg/L
2-Nitrophenol	60 mg/L
3, 3-Dichlorobenzidine	20 mg/L
3.4 Benzofluoranthene	10 mg/L
3-Methyl-4-Chlorophenol	10 mg/L
4, 4-DDE	0.2 mg/L
4, 4-DDT	0.2 mg/L
4-Bromophenyl Phenyl Ether	10 mg/L
4-Chlorophenyl Phenyl Ether	10 mg/L
4-Nitrophenol	50 mg/L
a-BHC-Alpha	0.1 mg/L
Acenaphthene	10 mg/L
Acenaphthylene	10 mg/L
acid (2, 4-D)	6 mg/L
Acrolein	50 mg/L
Acrylonitrile	50 mg/L
a-Endosulfan	0.5 mg/L
Aldrin	0.1 mg/L
Anthracene	10 mg/L
Antimony	5 mg/L
Arsenic	5 mg/L
b-BHC-Beta	0.1 mg/L
b-Endosulfan	0.5 mg/L

Benzene	2 mg/L
Benzidine	80 mg/L
Benzo (a) Anthracene	10 mg/L
Benzo (a) Pyrene	10 mg/L
Benzo (ghi) Perylene	10 mg/l
Benzo (k) Fluoranthene	10 mg/L
Beryllium	1 mg/L
Bis (2-Ch;oroethyl) Ether	10 mg/L
Bis (2-Chloroethoxy) Methane	10 mg/L
Bis (2-Chloroisopropyl) Ether	10 mg/L
Bis (2-Ethythexyl) Phthalate	10 mg/L
Bromoform (Tribromomethane)	10 mg/L
Butylbenzyl Phthalate	10 mg/L
Cadmium	0.7 mg/L
Carbon Tetrachloride	2 mg/L
Chlordane	0.5 mg/L
Chlorobenzene	10 mg/L
Chlorodibromomethane	10 mg/L
Chloroethane	5 mg/L
Chloroform (Trichloromethane)	2 mg/L
Chromium (Total)	5 mg/L
Chromium (VT)	10 mg/L
Chrysene	10 mg/L
Copper	6 mg/L
Cyanide	25 mg/L
d-BHC-Delta	0.1 mg/L
Dibenzo (a, h) Anthracene	10 mg/L
Dichlorobromomethane	10 mg/L
Dieldrin	0.1 mg/L
Diethyl Phthalate	10 mg/L
Dimethyl Phthalate	10 mg/L
Di-n-Butyl Phthalate	10 mg/L
Di-n-Octyl Phthalate	10 mg/L
Endosulfan sulfate	0.5 mg/L
Endrin	0.2 mg/L
Endrin Aldehyde	0.2 mg/L
Ethylbenzene	2 mg/L
Fluoranthene	10 mg/L
Fluorene	10 mg/L
Heptachlor	0.1 mg/L
Heptachlor Epoxide	0.1 mg/L
Hexachlorobenzene	10 mg/L
Hexachlorobutadiene	10 mg/L
Hexachlorocyclopentadiene	10 mg/L
Hexachloroethane	10 mg/L
Indenol (1, 2, 3-cd) Pyrene	10 mg/L
Isophorone	10 mg/l
Lead	1 mg/L
Mercury	0.5 mg/L
Methoxychlor	0.3 mg/L
Methyl Bromide (Bromomethane)	10 mg/L
Methyl Chloride (Chloromethane)	10 mg/L
Methylene Chloride	10 mg/L
Naphthalene	10 mg/L

Nickel	6 mg/L
Nitrobenzene	10 mg/L
N-Nitrosodimethylamine	10 mg/L
N-Nitrosodi-n-Propylamine	10 mg/L
N-Nitrosodiphenylamine	10 mg/L
PCB-1016	1 mg/L
PCB-1221	1 mg/L
PCB-1232	1 mg/L
PCB-1242	1 mg/L
PCB-1248	1 mg/L
PCB-1254	1 mg/L
PCB-1260	1 mg/L
Pentachlorophenol	20 mg/L
Phenanthrene	10 mg/L
Phenol	10 mg/L
propionio acid (TP Silvox)	10 mg/L
Pyrene	10 mg/L
Selenium	5 mg/L
Silver	5 mg/L
Tetrachloroethylene	2 mg/L
Thallium	1 mg/L
Toluene	2 mg/L
Toxaphene	2 mg/L
Trichloroethylene	2 mg/L
Undane (Hexachlorocyclohexane)	2 mg/L
Vinyl Chloride	10 mg/L
Zinc	10 mg/L

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$100,000.00 (One Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BASE BID AMOUNT:

Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price per Item	Total Price per Item
1.	Chromium: EPA Method 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
2.	Cadmium: EPA Method 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
3.	Lead: EPA Method 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
4.	Nickel: EPA Method 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
5.	Zinc: EPA Method 200.7 / 200.8	Each Test	500	\$12.00	\$6,000
6.	Silver: 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
7.	Mercury: EPA Method 245.1 / 245.2	Each Test	500	\$15.00	\$7,500
8.	Cyanide: EPA Method 335.4	Each Test	500	\$19.00	\$9,500
9.	Copper: EPA Method 200.7 / 200.8 / 200.9	Each Test	500	\$12.00	\$6,000
10.	Inhibitory Residue Test, SM 18 th Edition, Section 9020 (Bacterial Growth)	Each Test	4	\$250.00	\$1,000
11.	Suitability Ratio or Test for Bacteriological Quality of Reagent Water, 18 th edition, Section 9020	Each Test	4	\$150.00	\$600.00
12.	Chronic Whole Effluent Toxicity Testing, Short-term Methods for estimating the Chronic whole effluent toxicity of effluents and receiving waters to freshwater organisms (Method: EPA-600-4-91-002, USEPAORD, July 1994 or the latest approved EPA method must be used.)	Each Test	12	\$750.00	\$9,000
13.	Biological Oxygen demand EPA Method 507 (5.E.6)	Each Test	500	\$5.00	\$2,500
14.	Carboneous Biological Oxygen Demand EPA Method 507 (5.E.6)	Each Test	500	\$5.00	\$2,500
15.	Ammonia EPA Method (350.3)	Each Test	500	\$12.00	\$6,000
16.	Nitrate-Nitrite EPA Method (353.2)	Each Test	500	\$14.00	\$7,000
17.	Nitrates EPA Method (354.1)	Each Test	500	\$14.00	\$7,000
18.	Chemical Oxygen Demand EPA Method (410.4)	Each Test	1000	\$15.00	\$15,000
19.	Oil and Grease EPA Method (E1664) (Hexane)	Each Test	500	\$30.00	\$15,000
20.	Alkalinity EPA Method (310.1)	Each Test	1000	\$2.00	\$2,000

21.	TKN EPA Method (351.2)	Each Test	500	\$23.50	\$11,750
22.	Total Phosphorus EPA Method (365.2, 365.2)	Each Test	500	\$10.00	\$5,000
23.	Suspended Solids EPA Method (160.2)	Each Test	500	\$10.00	\$5,000
24.	Volatile Suspended Solids EPA Methods (160.4)	Each Test	500	\$2.00	\$1,000
25.	Total Solids EPA Methods (160.3)	Each Test	500	\$2.00	\$1,000
26.	Fecal Coliform EPA Method (124.6) Membrane Filtration	Each Test	500	\$4.00	\$2,000
27.	Hexavalent Chromium SM 3500	Each Test	500	\$12.00	\$6,000
28.	Fecal Coliform MPN SM 9221D	Each Test	100	\$5.00	\$500
29.	Base/Neutrals & Acids (Approved Methods in 40 CFR 136 and/or 141)	Each Test	500	\$65.00	\$32,500
30.	Pesticides/PCBs: EPA 8080 or 8081/8082	Each Test Set	500	\$40.00	\$20,000
31.	Herbicides: EPA 8150 or 8151	Each Test Set	500	\$40.00	\$20,000
32.	Metals: EPA 7000 Series	Each Test Set	500	\$10.00	\$5,000
33.	Phosphorus, Dissolved (as P) EPA 353.2	Each Test	500	\$2.00	\$1,000
34.	Hardness (as CaCO ₃) EPA 200.7/SM2340B – (Analyses done by ICP)	Each Test	100	\$2.00	\$200.00
35.	TOC EPA 415.1	Each Test	100	\$2.00	\$200.00
36.	Volatile Organics (B-TEX) SW8260B	Each Test Set	500	\$30.00	\$15,000
37.	Sodium EPA 200.7	Each Test	100	\$6.00	\$600.00
38.	Priority Pollutant Extractable Organics EPA 625	Each Test Set	500	\$65.00	\$32,500
39.	Priority Pollutant – Volatiles EPA 624/SW 5030B	Each Test Set	500	\$50.00	\$25,000
40.	Surfactant (MBAS) EPA 425.1	Each Test	100	\$2.00	\$200.00

41.	Total Toxic Organics (TTO) as listed in 40 CFR 401.15 by Method EPA 608, 624 or 625	Each Test Set	500	\$20.00	\$10,000
42.	VOA EPA 624	Each Test	500	\$50.00	\$25,000
43.	TCLP SW846/EPA 1311 and/or EPA 8260/8270/8081/8151/6010/74708 260	Each Test Set	500	\$35.00	\$17,500
44.	Organic Nitrogen SM 4500-N C	Each Test	500	\$28.00	\$14,000
45.	Fecal Coliform MPN SM 9221D	Each Test	100	\$3.00	\$300
46.	Manganese EPA 200.7, rev 4.4	Each Test	100	\$6.00	\$600
47.	Calcium EPA 200.7, rev 4.4	Each Test	100	\$6.00	\$600
48.	Fluoride SM 4500-F-B	Each Test	100	\$2.00	\$200
49.	Magnesium EPA 200.7, rev 4.4	Each Test	100	\$6.00	\$600
50.	Orthophosphate EPA 365.1 rev 2	Each Test	500	\$2.00	\$1,000
51.	Molybdenum EPA 200.7, rev 4.4	Each Test	100	\$6.00	\$600
52.	2,3,7,8 TCDD EPA 613, 625, 1613B	Each Test	5	\$250	\$1,250
53.	2,4,-Dichlorophenoxyacetic acid SM 6640B	Each Test	50	\$15.00	\$750
Total (Lines 1 -53)					<u>\$383,450.00</u>

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: 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 services¹ under a contract with [insert name of prime contractor] Analytical Environmental Services, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² 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.

122552

EEV/Basic Pilot Program* User Identification Number

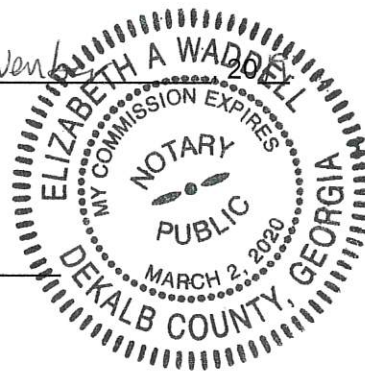
Andria Yildirim
BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Andria Yildirim

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 11th day of November, 2019Notary Public: Elizabeth A. WaddellCounty: DeKalbCommission Expires: March 02, 2020

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: 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 services³ under a contract with [insert name of prime contractor] Analytical Environmental Services, Inc. behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEVfy Company ID: 480344
EEV/Basic Pilot Program* Used Identification Number

Environmental Resource Analysts,

BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Gen Aja Technical manager
Title of Authorized Officer or Agent of Subcontractor

Enin Consuegra
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25th day of October, 2019

Notary Public: Daniell E. Jackson

County: Lee

Commission Expires: My Commission Expires:
May 31, 2020

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: 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 services³ under a contract with [insert name of prime contractor] Analytical Environmental Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

427 707

EEV/Basic Pilot Program* User Identification Number

Pace Analytical Tim Harrell
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Technical Director
Title of Authorized Officer or Agent of Subcontractor

Tim Harrell (PACE)
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 29 day of Oct, 2019

Notary Public: Virgil McCulloch

County: Crawford

Commission Expires: 7-14-23



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[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].


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Analytical Environmental Services, Inc.

Utility Contractor's Name: N/A

Expiration Date of License: _____

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

Signed: 

Date: 11/15/19

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Analytical Environmental Services, Inc.

General Contractor's License Number: N/A

Expiration Date of License: _____

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

Signed: 

Date: 11/15/19

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Analytical Environmental Services, Inc.

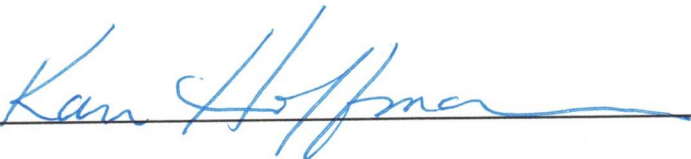
Performing work as: Prime Contractor ☐ Sub-Contractor ☐

Professional License Type: N/A

Professional License Number: _____

Expiration Date of License: _____

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

Signed: 

Date: 11/15/19

(ATTACH COPY OF LICENSE)

FORM D: 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.

Andria Yildirim, President

3080 Presidential Drive, Atlanta, GA 30340

Mehmet Yildirim, Vice President

3080 Presidential Drive, Atlanta, GA 30340

Metin Yildirim, Treasurer

3080 Presidential Drive, Atlanta, GA 30340

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.

AES, Inc. has been in business for over 27 years. We moved into our new building in 2014 which helped greatly expand our analytical testing capabilities. To further our capacity more we began renovations to our old building about 2 years ago. AES, Inc. now has 2 buildings as it continues customizing laboratories in the old building to facilitate greater capacity.

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 has ever: (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.

None

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;

Circle One: YES

☒ NO

- (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

Circle One: YES

☒ NO

- (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.

Circle One: YES

☒ NO

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 of 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 11th day of November, 2019

Analytical Environmental Services, Inc 11/11/2019
(Legal Name of Proponent) (Date)

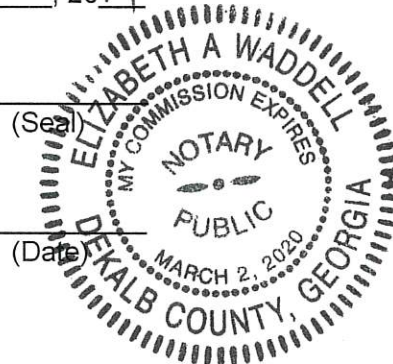
Andrie Yildiz 11/11/2019
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 11th day of November, 2019

[Signature]
(Notary Public)



Commission Expires March 02, 2020

(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION


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

President Title Analytical Environmental Services, Inc. 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 owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Andria Yildirim TITLE: President

SIGNATURE: 

ADDRESS: 3080 Presidential Drive

Atlanta, GA 30340

PHONE NUMBER: (770)-457-8177 EMAIL: ay@aesatlanta.com

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** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Analytical Environmental Services, Inc.

ITB/RFP Name & Number: Laboratory Testing Services, 19ITB111419A-YJ

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, **is** ☒ a minority ☐ **African American (AABE)** ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☒ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ 371,600.00 or 96.91 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

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

SUBCONTRACTOR NAME: Environmental Resource Analysts, Inc.

ADDRESS: 2975 Brown Court

Auburn, AL 36830

EMAIL ADDRESS: econsuegra@eralab.com **PHONE:** 334-502-3444

CONTACT PERSON: Erin Consuegra

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: Chronic WET Testing

DOLLAR VALUE OF WORK: \$ 9,000.00 **PERCENTAGE VALUE:** 2.35 %

SUBCONTRACTOR NAME: Pace Analytical
 ADDRESS: 9608 Loiret Boulevard
Lenexa, KS 66219
 EMAIL ADDRESS: tim.harrell@pacelabs.com PHONE: 913-599-5665
 CONTACT PERSON: Tim Harrell
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: Inhibitory Residue / Suitability Ratio / 2,3,7,8-TCDD
 DOLLAR VALUE OF WORK: \$ 2,850.00 PERCENTAGE VALUE: 0.74 %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL 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: (\$) 11,850.00

Total Percentage of Subcontractor Value: (%) 3.09
--

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:** President

Business or Corporate Name: Analytical Environmental Services, Inc.

Address: 3080 Presidential Drive
Atlanta, GA 30340

Telephone: (770) 457-8177

Fax Number: (770) 457-8188

Email Address: ay@aesatlanta.com



**ANALYTICAL
ENVIRONMENTAL
SERVICES, INC.**

Laboratory Testing Services for Department of Public Works

19ITB111419A-YJ

Equal Business Opportunity Plan (EBO Plan)

November 14, 2019

1. Commitment to M/FBE Participation

- a. Analytical Environmental Services, Inc. is a certified Minority/Female Business Enterprise by the Department of Purchasing & Contract Compliance, Fulton County, GA.
- b. Analytical Environmental Services, Inc. anticipates completing in excess of 98% of the scope of work for this Invitation to Bid.
- c. Analytical Environmental Services, Inc. has sought the services of minority certified or accredited laboratories where possible for any work that cannot be performed at our facility.
 - i. Daily Laboratories, a woman-owned small business, was contacted regarding subcontracting analyses to. They were unwilling to execute the Georgia Security and Immigration Subcontractor Affidavit and therefore were not included as a subcontractor in our submittal.
- d. Should the quantities of work be submitted to AES for testing as outlined in the scope of work, AES would be able to increase our workforce with additional analysts. We would make it a priority, as we have in the past, to hire qualified analysts from minority groups.

hereby grants

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: November 19, 2004
Expiration Date: November 30, 2019
WBENC National Certification Number: 232357

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, President

Authorized by Roz Lewis, President & CEO
Greater Women's Business Council

NAICS: 541380
UNSPSC: 70171602, 77000000





Department of Purchasing & Contract Compliance

Rholanda M. Stanberry, CPPO, MCA
Deputy Director

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygga.gov

Main: (404) 612-6300

July 24, 2018

Ms. Andria Yildirim
Analytical Environmental Services, Inc.
3080 Presidential Drive
Atlanta, GA 30340

Dear Ms. Yildirim:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Your firm is certified under the following commodity code description: .

Sincerely,

Rholanda M. Stanberry

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS Laboratory Testing Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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. 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 Project Description 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.

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. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

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	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products/Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**
(In excess of Auto GL and Employers Liability) Each Occurrence - \$2,000,000
5. **PROFESSIONAL LIABILITY (E & O)** Per Occurrence/Claim -
\$1,000,000/3,000,000
Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration.

Certificates:

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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 shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

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 (Where applicable).

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 to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

Analytical Environmental Services, Inc.
COMPANY: _____ SIGNATURE: Andria Yildirim

NAME: Andria Yildirim TITLE: President

DATE: 11/11/2019

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

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4037640D...

Tonya R. Grier
Interim Clerk to the Board of
Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:
[Signature]
2277A2CEE73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
David Clark
65CE4C0FDD934B8...

David Clark
Director
Department

CONTRACTOR:

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

DocuSigned by:
Andria Yildirim
0C0E94FB983D46B...

Andria Yildirim President

ATTEST:

Mehmet Yildirim

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 19-1123	RCS: 12/18/19	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): (678) 919-1150 FAX (A/C, No): (678) 919-1151 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Evanston Insurance Company	
INSURER B : Ohio Security Insurance Company	
INSURER C : Technology Insurance Company, Inc	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKLV2ENV100200	06/18/2018	06/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 ENVIRONMENTAL I \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(19)55629441	06/18/2018	06/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV2EFX100054	06/18/2018	06/18/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TWC3712728	06/18/2018	06/18/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(CGL) Commercial General Liability/(PL) Pollution Liability/Professional/(EIL) Environmental Impairment Liability; and Transportation Pollution Coverage information continued

TRIA is excluded on the CGL/PL/EIL policy. Form CG00011207 includes Separation of insureds; severability of Interest.

Blanket Waiver of Subrogation Endorsement number MEEI2225 0810 applies for the CGL/PL/EIL when required by written contract.

Blanket Waiver of Subrogation Endorsement number CA8810 01 10 applies for the Automobile policy as required by written contract.

Blanket Waiver of Subrogation Endorsement number WC000313 applies for the Workers Compensation policy as required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Fulton County Department of Purchasing & Contract Compliance 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Insurance Office of America, Inc.		License # 0E67768	NAMED INSURED Analytical Environmental Services, Inc. 3080 Presidential Dr Atlanta, GA 30340-3906
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Blanket Additional Insured Primary and Non-Contributory endorsement applies to the CGL/PL/EIL policy as required by written contract endorsement Number MEGL 1543 0516.

Blanket Additional Insured endorsement applies to the Auto Liability policy as required by written contract Endorsement number CA88100110

Environmental Professional Liability \$1,000,000/\$3,000,000 Aggregate Limit is Claims Made with a 6-18-92 retroactive date and a \$10,000 deductible.

Contractors Pollution Liability \$1,000,000/\$3,000,000 Aggregate is Claims Made with a 6-18-92 retroactive date and a \$10,000 deductible.

Environmental Impairment Liability \$1,000,000 is claims made with a 6-18-06 retro date and a \$5,000 deductible.

Contingent Transportation Pollution Liability \$1,000,000 is claims made with a 6-18-08 retroactive date; \$10,000 deductible.

Excess Coverage follows form General Liability, Professional Liability and Pollution Liability only.

TRIA is included on the Auto and Workers' Compensation policies.



ANAENVI-02

ROBERTSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): (678) 919-1150		FAX (A/C, No): (678) 919-1151
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Evanston Insurance Company		35378
	INSURER B : Ohio Security Insurance Company		24082
INSURED Analytical Environmental Services, Inc. 3080 Presidential Dr Atlanta, GA 30340-3906	INSURER C : Zenith Insurance Company		13269
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKLV2ENV101222	6/18/2019	6/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 ENVIRONMENTAL I \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS55629441	6/18/2019	6/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV2EFX100339	6/18/2019	6/18/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	C136029401	6/18/2019	6/18/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			MKLV2ENV101222	6/18/2019	6/18/2020	Deductible \$10,000 3,000,000
A	Contractor's Pollut			MKLV2ENV101222	6/18/2019	6/18/2020	Deductible \$10,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(CGL) Commercial General Liability/(PL) Pollution Liability/Professional/(EIL) Environmental Impairment Liability; and Transportation Pollution Coverage information continued

TRIA is excluded on the CGL/PL/EIL policy. Form CG00011207 includes Separation of insureds; severability of Interest.

Blanket Waiver of Subrogation Endorsement number MEGL0241 01 05 16 applies for the CGL/PL/EIL when required by written contract.

Blanket Waiver of Subrogation Endorsement number CA8810 01 10 applies for the Automobile policy as required by written contract.

Blanket Waiver of Subrogation Endorsement number MEEI 2211 05 16 applies for the Workers Compensation policy as required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America, Inc.	License # 0E67768	NAMED INSURED Analytical Environmental Services, Inc. 3080 Presidential Dr Atlanta, GA 30340-3906
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Blanket Additional Insured Primary and Non-Contributory endorsement applies to the CGL/PL/EIL policy as required by written contract endorsement Number MEEI 2274 05 16 and CG 20 37 04 13.
 Blanket Additional Insured endorsement applies to the Auto Liability policy as required by written contract per Endorsement number CA 88 10 01 10.

The following coverages are provided under the CGL/PL/EIL policy #MKLV2ENV100200 Eff. 6/18/18-6/18/19 with Evanston Insurance Company:

Environmental Professional Liability \$1,000,000 per claim/\$3,000,000 aggregate Limit is Claims Made with a 6-18-92 retroactive date and a \$10,000 deductible.

Contractors Pollution Liability \$1,000,000 per claim/\$3,000,000 aggregate is Claims Made with a 6-18-92 retroactive date and a \$10,000 deductible.

Environmental Impairment Liability \$1,000,000 is claims made with a 6-18-06 retro date and a \$5,000 deductible.

Contingent Transportation Pollution Liability \$1,000,000 is claims made with a 6-18-08 retroactive date; \$10,000 deductible.

30 Days Notice of Cancellation

Excess Coverage follows form General Liability, Professional Liability and Pollution Liability only.

TRIA is included on the Auto and Workers' Compensation policies.

Invitation to Bid Number is : 19ITB121416A-YJ

Description: Laboratory Testing Services for Department of Public Works