

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

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

CONTRACTOR:

BROOKS ENVIRONMENTAL  
SOLUTIONS, LLC

DocuSigned by:

Marco Brooks

AFAC119B5A374CF...

Marco Brooks, President

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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**CONTRACT DOCUMENTS FOR**

**21ITB129724C-GS**

**Hazardous Waste Disposal Services**

**For**

**Department of Real Estate and Asset Management**

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## CONTRACT AGREEMENT

Contractor: Brooks Environmental Solutions, Inc.

Contract No.: 21ITB129724C-GS, Hazardous Waste Disposal Services

Address: 4062 Peachtree Road, N.E. A631  
City, State Brookhaven, GA 30319

Telephone: (470) 384 9223

Email: [marco@brooksenvironmentalsol.com](mailto:marco@brooksenvironmentalsol.com)

Contact: Marco Brooks  
President

This Agreement made and entered into effective the 14 day of July, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **BROOKS ENVIRONMENTAL SOLUTIONS, LLC**, hereinafter referred to as **"Contractor"**, authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Contractor to perform hazardous waste disposal services, 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 July 14, 2021, BOC# 21-0516.

## 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 to perform removal and disposal of hazardous waste materials from Fulton County designated facilities, on an "if and when needed" basis twenty four (24) hours a day, seven (7) days a week. 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 the 14th<sup>t</sup> day of July, 2021, the starting date, and shall end absolutely and without further

obligation on the part of the county on the 31<sup>st</sup> day of December, 2021. 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 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. 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 \$25,000.00 (Twenty Five Thousand Dollars and No 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.** 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 Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the 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 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 Contractor.

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.

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 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 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that 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 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, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding 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 Contractor has complied with all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 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:

Department of Real Estate and Asset Management  
Director

141 Pryor Street, S.W, Suite G-119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: joseph.davis@fultoncountyga.gov  
Attention: Joseph N. Davis

**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:

Brooks Environmental Solutions, LLC  
4062 Peachtree Road, N.E. #A631  
Brookhaven, GA 30319  
Telephone: (470) 384 9223  
Email: marco@brooksenvironmentalsol.com  
Attention: Marco Brooks, President

**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](mailto: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.

7/14/2021

GEORGIA



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>Brooks Environmental Solutions, LLC</b>	Control Number:	<b>19134166</b>
Business Type:	<b>Foreign Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
NAICS Code:	<b>Any legal purpose</b>	NAICS Sub Code:	
Principal Office Address:	<b>1775 Toni Way, Chamblee, GA, 30341, USA</b>	Date of Formation / Registration Date:	<b>10/14/2019</b>
Jurisdiction:	<b>Florida</b>	Last Annual Registration Year:	<b>2023</b>
Principal Record Address:	<b>705 Town Blvd. NE, Apt. 610, Brookhaven, GA, 30319, USA</b>		

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Marco Brooks**  
Physical Address: **1775 Toni Way, Chamblee, GA, 30341, USA**  
County: **Dekalb**

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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# **ADDENDA**



**Date:** Tuesday, May 18, 2021

**Project Number:** 21ITB129724C-GS

**Project Title:** Hazardous Waste Disposal Services

This Addendum forms a part of the contract documents and modifies the original ITB documents as noted below:

**ADDENDUM NO. 1**

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, 18 day of MAY, 2021.

BROOKS ENVIRONMENTAL SOLUTIONS, LLC

Legal Name of Bidder/Proposer

Marco Brooks

Signature of Authorized Representative

PRESIDENT

Title

# **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

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The Contractor shall provide removal and disposal of hazardous waste materials from Fulton County designated facilities, on an "if and when needed" basis twenty four (24) hours a day, seven (7) days a week.

Vendor must provide labor and material to load, remove and dispose of hazardous waste material in EPA/OSHA specified containers. The vendor shall be required to supply the container required for various material at designated locations.

The vendor is responsible to arrange equipment, transportation, disposal of the waste material and manifestation of all transactions in a manner approved by the County.

Work performed outside the normal operating hours will be paid at a maximum of 1.5 times the normal rate.

Vendor shall be provided with a schedule for carrying out services at each of the facilities. Any deviation from the schedule needs to be approved by an authorized representative of the County.

The vendor may be asked to collect waste from any Fulton County Government facility within the geographic confines of Fulton County.

The vendor may be required to work anywhere within the geographical confines of Fulton County, including but not limited to the sites listed below:

- |   |   |
|---|---|
| 1) <b>Material Management</b><br>3929 Aviation Circle, Building C<br>Atlanta, Georgia 30336 | 2) <b>Carnes Justice Center</b><br>160 Pryor St<br>Atlanta, Georgia 30303       |
| 3) <b>Fulton County Government Center</b><br>141 Pryor St<br>Atlanta, Georgia 30303         | 4) <b>Central Library</b><br>Margaret Mitchell Square<br>Atlanta, Georgia 30303 |

Delivery requirements will be determined by the Fulton County Material Manager. However, the vendor must be well capable of responding to all calls within two (2) hours from the time of placing the call.

Vendor must be capable of responding to calls as below:

- (1) **Emergency requests:** Services and/or parts must be provided within three (3) hours.
- (2) **High Priority Requests:** Services and/or parts must be provided within eight (8) hours
- (3) **Routine Requests:** Services and/or parts must be provided within three (3) days.

Vendor shall provide and maintain sufficient chemical emergency response equipment to deal effectively with accidents involving hazardous material and waste removal accidents that occur during the performance of this contract must be promptly mitigated by the

vendor without additional charge to the County. The County reserves the right to have emergency mitigation services performed by other means, if in the judgment of the County the firm fails to properly respond to an emergency situation the vendor will be responsible for any of these additional charges.

Vendor shall use only sites having EPA permits for treatment, storage and disposal of waste. **All vehicles used for transport must meet all applicable USDOT regulations.**

Vendor shall provide all necessary transport vehicle placards as required by law. Only properly equipped, enclosed trucks shall be used for transportation.

Vendor shall require all transport drivers to possess a **valid Commercial Driver's License** and be **certified for transportation of hazardous material**.

Vendor must possess a **Current Facility Permit** and shall provide the **permit number** as indicated below.

Vendor must possess a **Current Transporter Permit** and shall provide the **permit number** as indicated below.

Vendor shall prepare all necessary shipping manifests, land disposal restriction notifications, and all other necessary shipping papers according to USDOT, Federal, State, EPA and local laws.

Before shipping County hazardous waste off-site, the vendor will present shipping manifests and other necessary shipping documents to the County's representative for review and signature.

Vendor shall provide the County with Certificates of Destruction and tracking reports from the corresponding recycling, incineration, treatment and/or disposal sites on a quarterly basis.

These reports must include the name of the end disposal facility and the date(s) of destruction. The vendor will not be allowed to subcontract for any services provided under this contract without prior approval from the County.

Vendor shall ensure that all waste is handled, segregated, marked and labeled in compliance with all Federal and State laws and any regulation pertaining to occupational safety environmental protection and hazardous material management.

Laboratory analysis will be provided by the vendor, at no additional cost to the County. Copies of analytical results obtained on behalf of the County will be provided to the County.

Vendor shall handle and manifest material in a manner complying with the relevant standards set by Federal/State EPA and/or Fulton County.

All personnel of the company that will work in County facilities must wear uniforms with their company logo clearly visible on them.

If the personnel report for work in a vehicle, that vehicle shall have the vendor's name or the company's name printed at the back or either sides of the vehicle.

At least one of the crew members should be able to communicate in English.

Permission to work in the facility will be strictly subject to meeting the above requirements.

**\*Note: Copies of all required Licenses and Permits must be attached-. Failure to provide a current valid Commercial Driver License, Facility Permit Number, Transportation Permit Number and/or Proof of Insurance shall result in being Non-Responsive.**

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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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 \$25,000.00 (Twenty Five Thousand, Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: MARCO BROOKSFor: **Insert Bid# Hazardous waste Disposal Services**Submitted on MAY 25, 2021

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Total Cost on Line Item #23)\$ 12,913.75

(Dollar Amount in Numbers)

TWELVE THOUSAND, NINE HUNDRED, THIRTEEN DOLLARS AND SEVENTY-FIVE CENTS

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

#### **BASE BID AMOUNT**

Ln#	Description of Waste	Unit	Estimated Annual Quantity	Removal Price/unit
1	Used Refrigerant R-410A – <b>25 LB Cylinder</b>	<b>LB</b>	2 Cylinders	\$ 560.00
2	Used Refrigerant R- 22 - 30 <b>LB Cylinder</b>	<b>LB</b>	6 Cylinders	\$ 1,638.00
3	Used Refrigerant R-134A – <b>30 LB Cylinder</b>	<b>LB</b>	2 Cylinders	\$ 546.00
4	Used Compressor/Hydraulic Oil	Drum	2- 55 gallon drums	\$ 130.00
5	Used Dry Cell Batteries Storage Container 5 Gallon Bucket	Bucket	2-5 gallon buckets	\$ 68.00
6	Used Lithium Oxide Batteries Storage Container 35 gallon drum	Drum	1-35 gallon drum	\$ 656.25
7	Used electric ballasts containing PCB, Storage Container 5 gallon bucket	Bucket	1-5 gallon bucket	\$ 1,220.00
8	Used transformer oil containing PCB, 35 gallon drum	Drum	1-35 gallon drum	\$ 950.00
9	Used non-PCB transformer oil	Drum	1-55 gallon drum	\$ 65.00
10	Used Fluorescent lamps 2ft	Each	1,500 each	\$ 705.00
11	Used Fluorescent lamps 4ft	Each	6,750 each	\$ 3,172.50
12	Used Fluorescent lamps 8ft	Each	600 each	\$ 570.00
13	Used Fluorescent lamps - Compact	Each	300 each	\$ 240.00
14	Used HPMV, LFMV and Halogen lamps and similar	Each	50 each	\$ 40.00

21ITB129724C-GS  
Hazardous Waste Disposal Services

Section 2  
Bid Form

	and filled lamps			
15	Used Photographic developer solution (KODAK/3M)	Drum	1-55 gallon drum	\$ 65.00
16	Used Photographic stabilizer solution (KODAK/3M)	Drum	1-55 gallon drum	\$ 65.00
17	Used offset printing ink - flammable	Drum	1-55 gallon drum	\$ 150.00
18	Used Blanket washer solution (cleaner for offset printing ink) -flammable	Drum	1-55 gallon drum	\$ 338.00
19	Used/expired paints, paint thinner and mix of paints	Drum	1-55 gallon drum	\$ 290.00
20	Petroleum based contaminated soil - Gasoline or Oil	Yard	20 yards	\$ 1,275.00
21	State minimum charges, if applicable			\$ 70.00 /per hour
22	State labor rates applied for the work and which will be applicable if work is extended beyond normal operating hours			\$ 100.00 /per hour
23	Total Cost for Base Bid Amount from Line Items #1 through #22			\$ 12,913.75

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Hazardous Waste Disposal Services

Section 2  
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

TWELVE THOUSAND, NINE HUNDRED, THIRTEEN DOLLARS AND SEVENTY-FIVE CENTS  
Dollars

(\$ 12,913.75 ) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>MAY 21, 2021</u>
ADDENDUM #	<u></u>	DATED	<u></u>
ADDENDUM #	<u></u>	DATED	<u></u>
ADDENDUM #	<u></u>	DATED	<u></u>

BIDDER: BROOKS ENVIRONMENTAL SOLUTIONS, LLC

Signed by: Marco Brooks MARCO BROOKS  
[Type or Print Name]

Title: PRESIDENT

Business Address: 4062 PEACHTREE ROAD NE, #A631, BROOKHAVEN, GA 30319

Business Phone: 470-384-9223

21ITB129724C-GS  
Hazardous Waste Disposal Services

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
MARCO BROOKS	4062 Peachtree Rd. NE #A631, Brookhaven, GA 30319

END OF SECTION

# **EXHIBIT E**

## **PURCHASING FORMS**

211701297240-G3  
Hazardous Waste Disposal Services

Section 6  
Purchasing Forms & Instructions

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 services<sup>1</sup> under a contract with [insert name of prime contractor] Brooks Environmental Solutions, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

794610  
EEV/Basic Pilot Program\* User Identification Number

Brooks Environmental Solutions, LLC Marco Brooks  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

PRESIDENT  
Title of Authorized Officer or Agent of Contractor

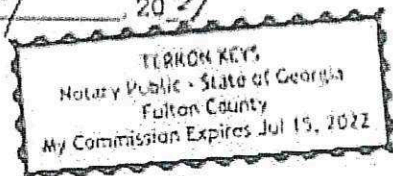
MARCO BROOKS  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 18 day of MAY, 2021

Notary Public: [Signature]

County: FULTON

Commission Expires: July 15, 2022



O.C.G.A. § 13-10-90(4), as amended by Senate Bill 116, 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., E1B, R15, R17, etc.) or contract wherein the labor or services exceed \$2,000, 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.

<sup>2</sup>[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 authorization 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 services<sup>3</sup> under a contract with **[insert name of prime contractor]** Brooks Environmental Solutions, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program\* User Identification NumberBY: Authorized Officer of Agent  
(Insert Subcontractor Name)Title of Authorized Officer or Agent of SubcontractorPrinted Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>3</sup>O.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.

<sup>4</sup>\*[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 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.

MARCO BROOKS IS 100% OWNER OF BROOKS ENVIRONMENTAL SOLUTIONS, LLC DAILY DUTIES RANGE PROJECT MANAGER TO FIELD CHEMIST

BROOKS ENVIRONMENTAL SOLUTIONS, LLC  
4062 PEACHTREE ROAD NE, #A631  
BROOKHAVEN, GA 30319

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.

BROOKS ENVIRONMENTAL SOLUTIONS, LLC WAS CREATED AS AN ENVIRONMENTAL CONSULTING FIRM WHO HANDLES THE TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND HAZARDOUS WASTE

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.

BROOKS ENVIRONMENTAL SOLUTIONS, LLC IS A CONTRACTOR FOR FULTON COUNTY WHO HAS RECEIVED REVENUES FROM FULTON COUNTY GOVERNMENT.

**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 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]

21HT1129724C-G5  
Hazardous Waste Disposal Services

Section 4  
Purchasing Forms & Instructions

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 24TH day of MAY, 2021

MARCO BROOKS

5/24/21

(Legal Name of Proponent)

(Date)

M. Brooks

5/24/21

(Signature of Authorized Representative)

(Date)

PRESIDENT

(Title)

Sworn to and subscribed before me,

This 24 day of May, 2021

[Signature]


(Notary Public)

(Seal)

Commission Expires 07/06/2024

(Date)





USA

Georgia

GOVERNOR Nathan Deal

062178

COMMISSIONER Bert Ridley



*Marcus Stokes*

**COMMERCIAL DRIVER'S LICENSE**

DL NO. 049580764  
CLASS A  
MARCUS CAROME  
STOKES

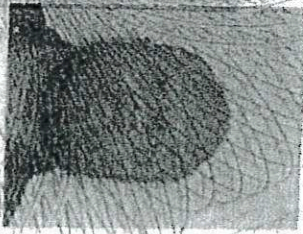
DOB 06/21/1978  
EXP 01/17/2022

201 AYLESBURY BLVD  
MCDONOUGH, GA 30252-3157  
HENRY

Restrictions B  
Iss 01/28/2017  
End TX

Sex M  
Hgt 5'-09" Wgt 230 lb  
Eyes BRD

DD 296244651510063839

  
DONOR

Rev 07/01/2015

2962446515100601



[www.dds.ga.gov](http://www.dds.ga.gov)  
(678) 413-8400

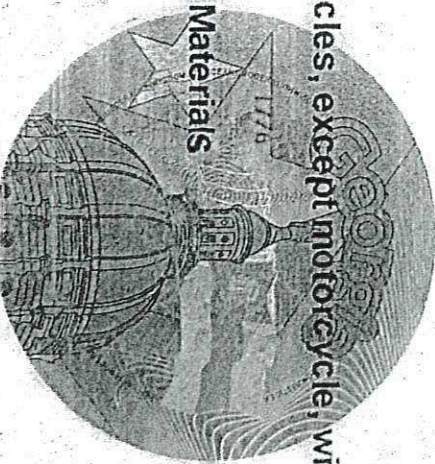
MEDICAL  
INFORMATION:  
None



CLASS: A- $\geq$ 26,001 lbs. GCWR & trailer  $\geq$ 10,001 lbs. All lesser vehicles, except motorcycle, with proper endorsements

ENDORSEMENTS: T-Double/triple trailer, X-Tanker and Hazardous Materials

RESTRICTIONS: B-Corrective lenses required



06/21/1978

ACCOUNT # 12902286**2021****CITY OF CHAMBLEE**

PHONE: (470) 524-3845

**OCCUPATIONAL TAX CERTIFICATE**

BROOKS ENVIRONMENTAL SOLUTIONS

1775 TONI WAY  
CHAMBLEE, GA 30341-4246Certificate No: 12902286Date of Issue: January 01, 2021Location: 1775 TONI WAYCHAMBLEE, GA 30341-4246Owner

In consideration of which City of Chamblee has granted a Certificate for carrying on the business of:

ENVIRONMENTAL CONSULTING FIRMThis license is valid until December 31, 2021

City Clerk's office, Issued by HdL Companies

*This certificate is not transferable and is subject to be revoked if abused. Occupational Tax Certificates are issued for revenue purposes only. It is not a permit to operate a business in violation of City, County, State, and Federal laws. Occupational Tax is levied for revenue purposes only and is not for regulatory purposes; nor is the payment of tax a condition precedent to the practice of any profession, trade or calling. Issuance of this certificate does not constitute approval by the city that the business activity or use of the property is permitted or complies with the City's Zoning Ordinance. Renewal returns shall be filed on or before March 15 of each year. Occupational Tax due from businesses continuing operation from the preceding year shall be considered delinquent if not paid by April 15 of each year.*

BUSINESS SUPPORT  
CENTER  
8839 N CEDAR AVE #212**City of Chamblee GA****OCCUPATIONAL TAX CERTIFICATE**MARCO BROOKS  
BROOKS ENVIRONMENTAL SOLUTIONS  
1775 TONI WAY  
CHAMBLEE, GA 30341-4246Certificate Number: 12902286Date of Issue: 01/01/2021

## Georgia Department of Natural Resources

Environmental Protection Division

Land Protection Branch

4244 International Parkway, Suite 104, Atlanta, Georgia 30354

Mark Williams, Commissioner

Judson H. Turner, Director

(404) 362-2692

June 19, 2012

Mr. Bubby Dean  
General Manager  
EQ Florida, Inc d/b/a EQ Atlanta  
5600 Fulton Industrial Boulevard  
Atlanta, Georgia 30336

**SUBJECT: Transfer of Solid Waste Handling Permit  
From EQ Atlanta, Inc. to EQ Florida, Inc (d/b/a EQ Atlanta)  
Solid Waste Consolidation and Solidification Processing Facility  
Fulton County – Permit Number 060-093P**

Dear Mr. Dean:

The Environmental Protection Division (EPD) has completed its review of the minor modification request to transfer Solid Waste Handling Permit 060-093P from EQ Atlanta, Inc. to EQ Florida, Inc. (d/b/a EQ Atlanta). Based on the information provided, the request to transfer the solid waste handling permit is approved. The new permit for the facility is attached.

If you have questions regarding this letter or need any further assistance, please contact Mike Kemp at (404) 362-4918.

Sincerely,



Jeff Cown

Program Manager

Solid Waste Management Program

Enclosure

c: Honorable John Eaves, Chairman Fulton County BOC  
Mountain District EPD (Atlanta)  
Jeff Cown, Mike Kemp, Barbara Howard  
File (PER)



**State of Georgia**  
**Department of Natural Resources**  
**ENVIRONMENTAL PROTECTION DIVISION**



**PERMIT**

**SOLID WASTE HANDLING**

Permit No: **060-093P**

Date: **June 19, 2012**

Permittee: Name: **EQIS Florida, Inc. (d/b/a/ EQ Atlanta)**

Address: **5600 Fulton Industrial Blvd, SW  
Atlanta, GA 30336**

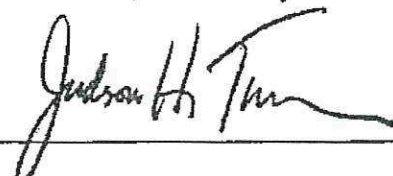
In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

**EQIS Atlanta Solid Waste Consolidation and Storage Processing  
Facility located in Fulton County at 5600 Fulton Industrial Blvd, SW  
Atlanta, Georgia 30336 (Latitude 33°44'02" and Longitude 84°33'59").**

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

  
\_\_\_\_\_  
Judson H. Turner, Director  
Environmental Protection Division

**LANCE R. LEFLEUR**  
DIRECTOR



**KAY IVEY**  
GOVERNOR

Alabama Department of Environmental Management  
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 ■ FAX (334) 271-7950

May 21, 2018

**CERTIFIED MAIL # 91 7199 9991 7038 0401 3466**

Ms. Shanda Murff  
Facility Manager  
US Ecology Sulligent, Inc.  
51328 Highway 17  
Sulligent, AL 35586

Re: Final Permit Determination  
Minor Modification 1 – Name Change  
US Ecology Sulligent, Inc.  
Sulligent, Alabama  
Lamar County  
USEPA I.D. Number ALD 983 177 015

Dear Ms. Murff:

The Department has made a final determination to modify the Alabama Hazardous Wastes Management and Minimization Act (AHWMMA) Operating Permit for US Ecology Sulligent, Inc.

The reason for the permit modification was to incorporate the changes made in ownership and facility name into the permit. Enclosed is a summary of the modification along with replacement pages to be inserted in the current permit.

A permit issuance may be appealed as provided in §22-22-A-7 of the Code of Alabama. The procedures for hearing appeals are outlined in ADEM Admin. Code r. 335-2-1, "Rules of Procedures for Hearing Appeals of Administrative Actions of the Alabama Department of Environmental Management."

Regarding the issued permit, please note that the permit application documents have been incorporated into the permit by reference and, as such, must be maintained together with the permit document. The Permittee should be aware of the permit conditions containing compliance schedules. Failure to comply with compliance schedules will constitute a permit violation and may result in enforcement actions by the Department.

If questions or comments should arise concerning this matter, please contact Charmaine Roche of the Engineering Services Section at (334) 271-7763.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen A. Cobb", is written over a horizontal line.

Stephen A. Cobb, Chief  
Land Division

SAC/CR/nbf

Attachments

cc/via email: ADEM: Brent Watson, Austin Pierce, Robert Stanley

**Birmingham Branch**  
110 Vulcan Road  
Birmingham, AL 35209-4702  
(205) 942-6168  
(205) 941-1603 (FAX)

**Decatur Branch**  
2715 Sandlin Road, S.W.  
Decatur, AL 35603-1333  
(256) 353-1713  
(256) 340-9359 (FAX)

**Mobile Branch**  
2204 Perimeter Road  
Mobile, AL 36615-1131  
(251) 450-3400  
(251) 479-2593 (FAX)

**Mobile-Coastal**  
3664 Dauphin Street, Suite 3  
Mobile, AL 36608  
(251) 304-1176  
(251) 304-1189 (FAX)

# HAZARDOUS WASTE FACILITY PERMIT

PERMITTEE: US Ecology Sulligent, Inc.

ADDRESS: 51328 Highway 17  
Sulligent, AL 35586

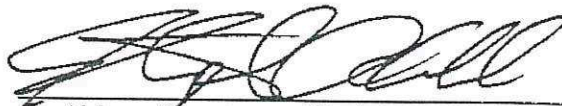
EPA ID/PERMIT NUMBER: ALD 983 177 015

UNITS PERMITTED: Container Storage Building  
Bulking Pad  
Roll-off Pad  
(Storage and Treatment in Containers)

ISSUANCE DATE: September 26, 2016  
May 21, 2018 – Modification 1

EXPIRATION DATE: September 25, 2026

*This Permit is issued pursuant with the Code of Alabama 1975, §§ 22-30-1-et. seq., as amended, and regulations adopted thereunder and the Hazardous Wastes Management and Minimization Act and in accordance with the plans and specifications and applications filed with the Department subject to the conditions appended hereto, all of which are considered a part of this Permit. This Permit shall be subject to all applicable laws of the State of Alabama, rules and regulations and orders of the Department of Environmental Management and shall be effective from the date of issuance.*



Alabama Department of Environmental Management

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
HAZARDOUS WASTE PERMITPermittee:OWNER:

US Ecology Sulligent, Inc.  
51328 Highway 17  
Sulligent, Alabama 35592  
Lamar County

OPERATOR:

US Ecology Sulligent, Inc.  
51328 Highway 17  
Sulligent, Alabama 35592  
Lamar County

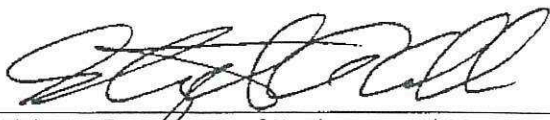
Permit Number:ALD 983 177 015Identification Number:ALD 983 177 015Modification 1:May 21, 2018

Pursuant to the Alabama Hazardous Wastes Management and Minimization Act (AHWMMA), Code of Ala. 1975, Section 22-30-1, et. seq., as amended, and attendant regulations promulgated thereunder by the Alabama Department of Environmental Management (ADEM or the Department), a permit is issued to US Ecology Sulligent, Inc. for the facility located in Sulligent, Alabama, at latitude N 33° 50' 52" and longitude W 88° 06' 46".

The Permittee must comply with all terms and conditions of this permit, which consists of the conditions set forth herein (including those in any attachments), and the regulations applicable to the Permittee's facility contained in Chapters 335-14-1, 335-14-2, 335-14-5, 335-14-8, and 335-14-9 of the ADEM Administrative Code of Regulations (hereinafter referred to as the "ADEM Admin. Code Rule"). Applicable regulations are those which are in effect on the date of issuance of this permit.

This permit is based on the assumption that the information submitted in the permit application attached to the Permittee's letter dated May 20, 2015, as modified by subsequent amendments dated October 10, 2015, October 16, 2015, and May 16, 2016 (hereby incorporated by reference and hereafter referred to as the Application) is accurate and that the facility will be constructed and operated as specified in the Application. Any inaccuracies found in this information could lead to the termination or modification of this permit in accordance with ADEM Admin. Code Rules 335-14-8-.04(2), 335-14-8-.04(3), and 335-14-8-.04(4) and could lead to potential enforcement action. The Permittee must inform ADEM of any deviation from or changes in the information provided in the Application that would affect the Permittee's ability to comply with the applicable regulations or permit conditions.

This permit is effective as of September 26, 2016, as modified May 21, 2018 and shall remain in effect until September 25, 2026 unless revoked and reissued, or terminated under ADEM Admin. Code Rules 335-14-8-.04(2) and 335-14-8-.04(4) or continued in accordance with ADEM Admin. Code Rule 335-14-8-.05(2).



Alabama Department of Environmental Management

5/21/18

Date Signed

US Ecology Sulligent  
EPA ID No. ALD 983 177 015  
Permit Modification No. 1

PAGE CHANGES

Location in Permit	Remove Page(s)	Insert Page(s)	Reason
Cover Page w/ Logo	Cover Page w/ Logo	Cover Page w/ Logo	Change name of Permittee from EQ Alabama, Inc. to US Ecology Sulligent, Inc.
Signature Page	Signature Page	Signature Page	Add modification date and change the name of the owner / operator



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

\*\*\*\*\*

## HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: US Ecology Tampa Inc

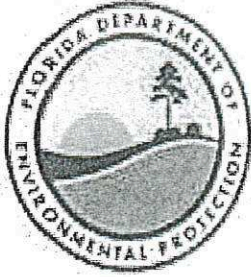
FACILITY ID NO: FLD981932494

FACILITY ADDRESS: 2002 N Orient Rd  
Tampa, FL 33619-3356

EXPIRATION DATE: June 30, 2021

APPROVED TRANSFER FACILITY: YES

APPROVAL ISSUED BY: Susan L. Horlick \_\_\_\_\_ DATE: March 03, 2020  
Susan Horlick  
Environmental Specialist III  
Hazardous Waste Regulation Section  
850/245-8778



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

\*\*\*\*\*

## HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: US Ecology Tampa Inc

FACILITY ID NO: FLD981932494

FACILITY ADDRESS: 2002 N Orient Rd  
Tampa, FL 33619-3356

EXPIRATION DATE: June 30, 2021

APPROVED TRANSFER FACILITY: YES

APPROVAL ISSUED BY:

*Susan L Horlick*

DATE: March 03, 2020

Susan Horlick

Environmental Specialist III

Hazardous Waste Regulation Section

850/245-8778

Control Number : 19134166

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Brooks Environmental Solutions, LLC**  
a Foreign Limited Liability Company

has been duly formed under the laws of **Florida** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **10/14/2019**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **10/15/2019**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

## APPLICATION FOR CERTIFICATE OF AUTHORITY

\*Electronically Filed\*

Secretary of State

Filing Date: 10/14/2019 11:34:07 AM

**BUSINESS INFORMATION**

CONTROL NUMBER	19134166
BUSINESS NAME	Brooks Environmental Solutions, LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	10/14/2019
HOME JURISDICTION	Florida
DURATION	Perpetual
NAME IN HOME STATE	Brooks Environmental Solutions, LLC
DATE OF FORMATION IN HOME JURISDICTION	01/03/2014
COMMENCEMENT DATE IN GEORGIA	10/01/2019

**PRINCIPAL OFFICE ADDRESS**

ADDRESS	705 Town Blvd. NE, Apt. 610, Brookhaven, GA, 30319, USA
---------	---

**RECORDS ADDRESS**

ADDRESS	705 Town Blvd. NE, Apt. 610, Brookhaven, GA, 30319, USA
---------	---

**REGISTERED AGENT**

NAME	ADDRESS	COUNTY
Marco Brooks	705 Town Blvd. NE, Apt. 610, Brookhaven, GA, 30319, USA	Dekalb

**MANAGER(S)**

NAME	TITLE	ADDRESS
Marco Brooks	MANAGER	705 Town Blvd. NE, Apt. 610, Brookhaven, GA, 30319, USA

**AUTHORIZER INFORMATION**

AUTHORIZER SIGNATURE	Marco J. Brooks
AUTHORIZER TITLE	Manager

The foreign limited liability company undertakes to keep its records at the address shown above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

PRESIDENT

BROOKS ENVIRONMENTAL SOLUTIONS, LLC

Title

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and 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: MARCO BROOKS TITLE: PRESIDENT

SIGNATURE: Marco Brooks

ADDRESS: 4062 PEACHTREE ROAD NE, #A631, BROOKHAVEN, GA 30319

PHONE NUMBER: 470-384-9223 EMAIL: MARCO@BROOKSENVIRONMENTALSOL.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** BROOKS ENVIRONMENTAL SOLUTIONS, LLC

**ITB/RFP Name & Number:** 21ITB129724C - HAZARDOUS WASTE DISPOSAL SERVICES

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, **is** ☒ a minority or female owned and controlled business enterprise. ☒ **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)

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: N/A

<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: N/A  
ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_ N/A  
 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: (\$)

Total Percentage of Subcontractor Value: (%)

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

Signature: Marco Brooks Title: PRESIDENT

Business or Corporate Name: BROOKS ENVIRONMENTAL SOLUTIONS, LLC

Address: 4062 PEACHTREE ROAD NE, #A631, BROOKHAVEN, GA 30319

Telephone: (470 ) 384-9223

Fax Number: (850 ) 588-2922

Email Address: MARCO@BROOKSENVIRONMENTALSOL.COM



## EBO PLAN

### **COMMITMENT TO M/FBE PARTICIPATION**

As a veteran-owned, certified small business, Brooks Environmental Solutions, LLC is committed to complying with all applicable legal requirements for the achievement of equal business opportunities in employment. Based on the requirements, we qualify as 100% participant as a Prime Contractor.

### **STAFFING PLAN & PERSONNEL REQUIREMENTS**

#### Personnel Roles and Responsibilities

Brooks Environmental Solutions will use the following personnel to conduct and manage all requirements of the Scope of Work.

Field Chemist – Brooks Environmental Solutions personnel will be trained to handle the requirements per the Scope of Work (ie: haz technician, manifesting, etc)

Driver/Technician – Brooks Environmental Solutions personnel will possess a valid Commercial Driver's License and be certified for transportation of hazardous materials per DOT.

#### Quality Manager

- Prepares the Quality Control Plan (QCP) and updates as required
- Oversees quality performance of the contract based on the performance work statement
- Ensures adherence to and compliance with all government and Brooks Environmental Solutions QC policies
- Plans work tasks to meet quality, schedule, and budget as applicable
- Conducts inspection of contract facilities and tasks performed
- Counsels employees on performance issues and provides additional training or coordinates with the Training Manager if more formal training is required
- Works with the government on issues or complaints related to quality control
- Establishes and maintains required documentation
- Prepares and submits a final QCP to the government at least 30 days prior to the contract start date. Revisions to the plan will be made as requested by the Contracting Officer and as dictated by changes to the contract and/or building conditions.

#### Criminal Background Checks

Brooks Environmental Solutions will comply with all background check requirements for employees. Furthermore, while Brooks Environmental Solutions has conducted background checks of employees in the past, we will follow the procedures outlined specifically in the solicitation for all contracted employees. Background checks will be completed before an employee begins training with Brooks Environmental Solutions.

#### Required Training

All personnel will be required to take the following training prior to beginning work:

- Using and Storing Hazardous Materials
- Safety Training
- Task Specific Training
- Brooks Environmental Solutions – New Employee Training



## EBO PLAN

### Supervision and Feedback

Supervision and feedback are critical components to employee success and customer satisfaction. Not only are employees provided regular feedback during training to ensure perfect practice and to correct quality issues during training, but regular supervision and feedback are incorporated into our approach as well. Our organization embraces the belief that if you do not improve daily, it was a wasted day. Therefore, regular, consistent, and on-going feedback are essential to the success of the employee, and ultimately the satisfaction of the customer. It is also through regular, consistent, on-going feedback that we catch errors before they develop into deficiencies and we are able to make one degree improvements to ensure we are consistently striving for exemplary performance and not settling for satisfactory performance. Through our supervision and feedback, we are able to ensure that we are meeting the highest standard as identified in the performance work statement.

### **QUALITY CONTROL**

#### Quality Control Plan

Brooks Environmental Solutions ensures the quality of our products and services through the implementation of our Quality Control Plan (QCP). Our QCP allows our Supervisor to remain focused on overseeing daily project activities because strong systems allow the Supervisor to stay focused on the key priorities.

Our QCP provides the tools and actions necessary to provide confidence that your scope of work requirements are being met and that you are receiving superior performance, reliability, and cleanliness. All aspects of Brooks Environmental Solutions QCP, including: customer communication methods and frequencies, inspection forms, inspection frequencies, customer surveys and quality reporting, are customizable and are tailored to the unique requirements of your facilities during the phase-in process. This scalability ensures that our quality control (QC) procedures consistently meet ongoing contract requirements as well as your evolving needs.

Brooks Environmental Solutions achieves and maintains quality through a variety of proven systems such as our communication systems and our Raise the Flag (RtF) program, both of which are designed to ensure that our customers are satisfied with the services they are receiving because our own staff identify potential issues before they ever rise to an awareness level with Fulton County. Our QCP has been developed, refined, and evolved throughout the history of our organization during which our managers and employees have developed and refined best practices that work for our customers.

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Hazardous Medical Waste Pickup and Disposal Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverage 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.

**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	\$1,000,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability	Each Occurrence -	\$1,000,000
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21ITB129724C-GS  
Hazardous Waste Disposal Services

Section 5  
Insurance and Risk Management Provisions

(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 and Property Damage** Each Occurrence - \$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

\*Include Broadened Pollution – Endorsement # CG9948 and MCS 90

**4. UMBRELLA LIABILITY**

(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

**5. POLLUTION LIABILITY**

Each Occurrence - \$1,000,000

(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement

\*If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy

**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 form 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 Government.

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 – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

It is understood that neither failure to 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.

COMPANY: Brooks Environmental Solutions, LLC SIGNATURE: Marco Brooks

NAME: MARCO BROOKS TITLE: President DATE: MAY 24, 2021



# CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

<b>PRODUCER</b> Timothy Edwards Red Lion Insurance LLC 13420 Reese Blvd. West Huntersville, NC 28078	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>AMB#</b>
<b>INSURED</b> All Purpose Staffing LLC 9471 Baymeadows Rd, Suite 108 Jacksonville Florida.32256	INSURER A: Everest National Insurance Company	2799
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> ERRORS & OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	91ML002123-201	8/26/2020	8/26/2021	EACH OCCURRENCE FIRE DAMAGE MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PROFESSIONAL LIABILITY	\$2,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	91ML002123-201	8/26/2020	8/26/2021	COMBINED SINGLE LIMIT (Each Accident) BODILY INJURY (Each Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	\$1,000,000    
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG	
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	91CU001605-201	8/26/2020	8/26/2021	EACH OCCURRENCE AGGREGATE	\$10,000,000 \$10,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If, yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER	
A		<b>OTHER</b> Professional Liability	91ML002123-201	8/26/2020	8/26/2021	EACH OCCURRENCE GENERAL AGGREGATE	\$1,000,000 \$2,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS/VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket additional insured endorsement per written contract with insured as described in policy. Waiver of subrogation  
 Coverage provided for all leased employees but not subcontractors of All Purpose Staffing while on assignment for Brooks Environmental Solutions

## CERTIFICATE HOLDER

Fulton County GOVERNMENT - PURCHASING DEPARTMENT  
 130 PEACHTREE STREET, S.W, Suite 1168  
 ATLANTA, GEORGIA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE SIGNATURE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2021

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).

<b>PRODUCER</b> Tom Stewart Insurance 423 Mason Park Blvd, Suite A  Katy TX 77450  <b>INSURED</b> Brooks Environmental Solutions, LLC 104 N Gulf Blvd. Suite E Panama City Beach FL 32413	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (281) 398-0001 FAX (A/C, No): (281) 398-0021 E-MAIL ADDRESS: service@tomstewartinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Century Surety Insurance Group</td> <td>36951</td> </tr> <tr> <td>INSURER B : Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER C : Pacific Employers-Chubb</td> <td>22748</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Century Surety Insurance Group	36951	INSURER B : Star Insurance Company	18023	INSURER C : Pacific Employers-Chubb	22748	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Century Surety Insurance Group	36951														
INSURER B : Star Insurance Company	18023														
INSURER C : Pacific Employers-Chubb	22748														
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	y	y	CCP893095	06/19/2020	06/19/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	y	y	CA0937328	06/19/2020	06/19/2022	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Professional Liability \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
C	Property			D95920421	03/04/2021	03/04/2022	Bus Personal Property Deductible \$500 20,000

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

The Commercial General Liability and Business Auto Insurance policies contains a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status. The Commercial General Liability policy is Primary and Non-Contributory.

The Commercial General Liability and Business Auto Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature when there is a written contract between the named insured and the certificate holder that requires a waiver of subrogation.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government - Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459	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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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Tom Stewart Insurance		NAMED INSURED Brooks Environmental Solutions, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

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

Contractors Environmental Liability Coverage Part:  
Contractors Pollution Liability \$1,000,000 Each Pollution Condition  
Transportation Pollution Liability \$1,000,000 Each Pollution Condition  
Non-Owned Disposal Site Liability \$1,000,000 Each Pollution Condition  
Professional Services Liability \$1,000,000 Each Professional Services Wrongful Act.

**21-0516 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid #21ITB129724C-GS, Hazardous Waste Disposal Services in the amount of \$25,000.00 with Brooks Environmental Solutions, LLC. (Brookhaven, GA), to provide hazardous waste disposal services for the County. Effective upon execution of contract through December 31, 2021, with two renewal options.

**21-0517 Real Estate and Asset Management**

Request approval to amend an existing contract - Emergency Management, RFP#19RFP0992019K-JAJ, Animal Services Facility Feasibility Study in the amount of \$32,000.00 with PGAL, Inc. (Atlanta, GA), to amend the existing contract for a required GDOT Traffic Study of the Fulton Industrial Boulevard and the Project's LEED Registration Fee in support of the County's application for a Special Encroachment/ Driveway and Traffic Signal Permits to a second entrance to the new Animal Services Facility. The amendment will be effective upon BOC approval.

**21-0518 Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, Bid# 19ITB120358C-GS, Fire Sprinkler Protection System Maintenance Services in the total amount of \$190,745.00 with (A) VSC Fire & Security, Inc., Inc. (Norcross, GA) in the amount of \$97,500.00, to cover the cost for installing water based fire suppression system, demolishing existing Halon system and replacement of fire hydrants in Greater and Central Fulton County buildings; and (B) Central Fire Protection, Inc. (Conyers, GA) in the amount of \$93,245.00, to cover the cost for immediate replacement of out of compliance fire pump and obsolete controller at the Fulton County Government Center Tower Building. Effective upon BOC approval.

**21-0519 Real Estate and Asset Management**

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid #21ITB128258C-CG, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the total amount of \$362,515.35 with (A) 3H Service System, Inc., (Buford, GA) in the amount of \$223,667.85 for Groups C & D (Libraries); and (B) Buckhead Elite Construction Trust, LLC. (Atlanta, GA) in the amount of \$138,847.50 for Group G (Senior Centers- North & South), to provide the highest quality cleaning services for these selected Fulton County facilities. Effective dates: August 1, 2021 through December 31, 2021, with two renewal options.

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

CONTRACTOR:

BROOKS ENVIRONMENTAL  
SOLUTIONS, LLC

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:

Marco Brooks

112711005412511

Marco Brooks, President

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

DocuSigned by:

Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

NOTARY OF MARCO BROOKS

DocuSigned by:

Dennal Stewart

2277A2CEF73F4E4...

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: Georgia / Fulton

Commission Expires: July 15, 2022

DocuSigned by:

Joseph N. Davis

E45C5C5F17FB417...

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

(Affix Notary Seal)

TERRON KEYS  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Jul 15, 2022

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>2021-0516</u> RM: <u>7-14-2021</u>
RECESS MEETING	REGULAR MEETING