

Brunswick County
Operation Services Department
Stephanie Lewis, Director

Construction & Grounds
Building & Park Maintenance
Custodial Services

The seal of Brunswick County, North Carolina, is circular with a scalloped edge. It contains the text "BRUNSWICK COUNTY" at the top and "NORTH CAROLINA" at the bottom. In the center, it reads "PO Box 249", "Bolivia, NC 28422", and "(910) 253-2515".
PO Box 249
Bolivia, NC 28422
(910) 253-2515
www.brunswickcountync.gov

Solid Waste & Recycling
Mosquito & Water Management
Service Center

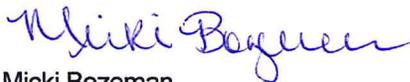
June 10, 2016

To whom it may concern,

On June 6, 2016, the Brunswick County Board of Commissioners signed the disaster debris management and monitoring contracts. Crowder Gulf was awarded the contract for management services and Landfall Strategies for monitoring services. Both proposals were added to a Dropbox account where you've had the opportunity to view them. I'm sending a copy of the agreements along with two original signatory pages for each. After approval and signing, please return one original signatory page to the Solid Waste Department and keep the other for your records.

Please let me know if you need further assistance.

Sincerely,



Micki Bozeman
Brunswick County Solid Waste Coordinator
(910) 253-2520
P.O. Box 249
Bolivia, NC 28422
Micki.bozeman@brunswickcountync.gov



Town of Sunset Beach
700 Sunset Blvd North
Sunset Beach, NC 28468

Sunset Beach

Ashley Ramsay

Crowder Gulf

Date

05-27-16

Date

Town of Sunset Beach
700 Sunset Blvd North
Sunset Beach, NC 28468

Sunset Beach

Oswley Ramsey

Crowder Gulf

Date

05-27-16

Date

Multi-Jurisdictional Disaster Debris Management Contract

Whereas, Brunswick County Government and each listed municipality (Bald Head Island, Bolivia, Carolina Shores, Caswell Beach, Holden Beach, Leland, Navassa, Northwest, Oak Island, Ocean Isle Beach, Sandy Creek, Shallotte, Sunset Beach, and Varnamtown), herein after, separately and individually, known as "Activating Municipality", wishes to enter into a contract with Crowder Gulf, herein after known as "Contractor".

Whereas, the Contractor shall provide disaster debris collection, processing and disposal services:

Now therefore, for the consideration herein stated and subject to the conditions provided herein, the Activating Municipality and the Contractor do hereby enter this contract for Multi-Jurisdictional Disaster Debris Management, as follows:

Article I

The Contractor shall provide disaster debris collection, processing and disposal services based on the terms and conditions provided on the request for proposals incorporated herein and attached to this contract as "Exhibit A". This contract is a pre-placement contract that will be activated by the Activating Municipality only in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of the Contractor's services will therefore be on an as-needed basis only for the Activating Municipality. The proposal provided by the Contractor in response to the request for proposals is incorporated herein and attached to this contract as "Exhibit B".

Article II

The Contractor shall meet the minimum insurance requirements attached to the Request for Proposals ("Exhibit A") as "Attachment A" and maintain in full force and effect during the term of the contract and renewals.

Article III

The Contractor shall provide services to the Activating Municipality in accordance with federal, state, and local laws, rules, and regulations, Federal Emergency Management Agency (FEMA) Policy and Guidance, and Federal Highway Administration (FHWA) requirements. The payment for services shall not be contingent upon any funding amount approved, or provided by, FEMA or FHWA to the Activating Municipality.

Article IV

The effective date of this contract shall be June 6, 2016. The term of this contract is for one year from the date set here forth, with four options to renew said contract for one year, each said renewal option to be exercised automatically unless notice of termination is given by either party thirty (30) days prior to the end of the term.

Termination for Cause

If the Contractor fails to provide any services described in this contract, or fails to meet any obligations contained therein, the Activating Municipality reserves the right to immediately terminate the contract by providing written notice to the Contractor. The Contractor

will then have thirty (30) days to cure the default. If said default cannot be cured within thirty (30) days of the written notice, the Activating Municipality may then demand its own time table, or terminate the contract. A termination by an Activating Municipality does not affect the contractual relationship between the Contractor and any other Activating Municipality.

Immediate Termination for Convenience without Cause

The Activating Municipality may terminate this contract at any time for any reason by giving at least thirty (30) days written notice to the Contractor. If the contract is terminated by the Activating Municipality as provided herein, the Contractor will be paid a fair payment as negotiated with the Activating Municipality for the work completed as of the date of termination. A termination by an Activating Municipality does not affect the contractual relationship between the Contractor and any other Activating Municipality.

Article V

The Activating Municipality shall pay the Contractor for the services in accordance with the contractor's price proposal included with this contract as "Exhibit B". The Activating Municipality and Contractor are in contract with the following detailed financial proposal for disaster debris management services:

The Activating Municipality shall pay the invoice that it receives from the Contractor for services provided pursuant to this contract within thirty (30) days by wire transfer or check, in accordance with the written instructions provided by the Contractor with the invoice. Along with each invoice, the Contractor shall submit to the Activating Municipality appropriate documentation reasonably necessary to provide evidence of the services rendered for which payment is sought.

Article VI

Unless otherwise directed by Activating Municipality, the title to debris and all other waste shall pass to the Contractor when placed in the collection equipment. If the Contractor enjoys any financial benefit from the salvage value of any recycled materials, it may retain this revenue. Unless otherwise directed by the Activating Municipality, titled or registered debris (such as vehicles or boats) will not be loaded and removed by the Contractor and such titled or registered debris shall not become property of the Contractor.

Article VII

The monitoring and auditing of the Contractor's records shall be allowed by the Activating Municipalities.

Article VIII

Correspondence relating to this contract shall be forwarded to the respective parties by U. S. Certified Mail, Return Receipt Requested at the addresses indicated below.

Activating Municipality: Brunswick County Solid Waste
PO Box 249
Bolivia, NC 28422
Additional addresses provided on signatory pages.

Contractor: Crowder Gulf
5435 Business Parkway
Theodore, AL 36582

Article IX

The Contractor agrees to indemnify and hold the Activating Municipality harmless from any and all actions, causes of actions, claims, liabilities, damages and the like including reasonable attorney fees, that may result from the Contractor's actions in providing disaster debris management services including but not limited to the failure of the Contractor to comply with building codes, laws, regulations.

Article X

The Contractor, its agents, employees, contractors, and sub-contractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or disability in any policy or practice. The Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant therein.

Article XI

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the Activating Municipality in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this contract.

Article XII

In the event of a contract dispute, the parties shall first attempt an informal resolution. If the dispute cannot be informally resolved, the parties shall hold mediation with a North Carolina Certified Mediator.

Article XIII

Except as specifically provided herein, neither Party shall act or represent or hold itself out as having authority to act as an agent, employee, or partner of the other party, or in any way bind or commit the other party to any obligations. Nothing contained in this contract shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this contract. The Activating Municipality and Contractor are independent companies, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties hereto. Each party shall be responsible for any unemployment compensation, workers' compensation, retirement plans and other benefits for its employees, as well as all obligations to pay federal, state, local and social security taxes on any monies paid pursuant to this contract.

Article XIV

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov.

Article XV

The Contractor certifies that at the date of this contract the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

Article XVI

If the Contractor is prevented from complying, either totally or in part with any of the terms or provisions of this contract by reason of fire, flood, storm, strike, lockout or other labor trouble, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority, riot, war, rebellion or other causes beyond the reasonable control of Contractor, or other acts of God, then upon written notice to the Activating Municipality the affected provisions and/or other requirements of this contract shall be suspended during the period of such disability and the Contractor shall have no liability to the Activating Municipality in connection therewith. The Contractor shall use reasonable efforts to remove the disability within thirty (30) calendar days of giving notice of the disability.

The above conditions comprise the entire duties and obligations of this contract and are understood and agreed by the Activating Municipality and Contractor as witnessed and authorized below.

Article XVII

The Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

Shall abide and comply with requirements of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order of 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975 and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR part 60).

Shall comply with the Copeland "Anti-Kickback" Act of (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR part 3).

Shall comply with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR part 5).

Shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.

Shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.

Shall provide access by the State of North Carolina, County of Brunswick, Activating Municipality, United States of America, FEMA, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records which are directly pertinent to this specific contract for the purpose of making an audit, examination or excerpts, and transcriptions.

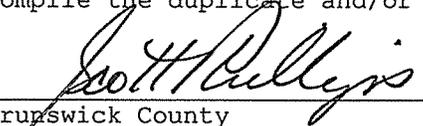
Shall retain all required records for a period of at least three years after the State of North Carolina or Activating Municipality has made final payments and all other pending matters are closed.

Shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. C. 7401-7671(q)). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15).

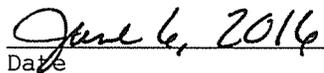
Shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).

Article XVIII

This agreement may be executed in counterparts and/or duplicate original versions, and any electronic or facsimile signature shall be deemed an original signature for all purposes. Brunswick County shall compile the duplicate and/or counterpart signatures.



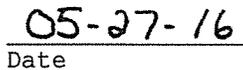
Brunswick County



Date

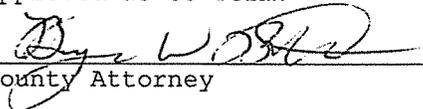


Crowder Gulch

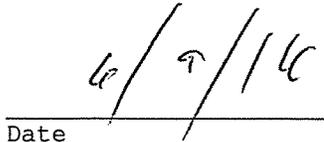


Date

Approved as to Form.

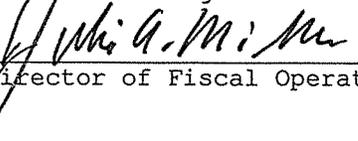


A! County Attorney

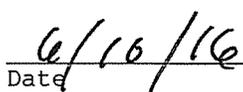


Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Director of Fiscal Operations



Date

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 5/23/2016				
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910	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.					
COMPANIES AFFORDING COVERAGE						
COMPANY A THE GRAY INSURANCE COMPANY						
COMPANY B						
COMPANY C						
COMPANY D						
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675						
COVERAGES						
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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	Unlimited
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
		MED EXP (Any one person)	\$5,000.00			
A	AUTOMOBILE LIABILITY	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT	\$1,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043072	9/1/2015	9/1/2016	EACH OCCURRENCE	\$4,000,000.00
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	XSWC-070843	9/1/2014	9/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
Multi-Jurisdictional Disaster Debris Management						
CERTIFICATE HOLDER				CANCELLATION		
Brunswick County Risk Manager 30 Government Center Dr. NE P.O. Box 249 Bolivia, NC 28422				In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
				AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12				THE GRAY INSURANCE COMPANY		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
05/23/2016

PRODUCER (251) 990-9050
Point Clear Insurance Services LLC
368 Commercial Park Drive

Fairhope AL 36532-

INSURED
CrowderGulf Joint Venture Inc./
Crowder Gulf LLC
5435 Business Parkway
Theodore AL 36582-

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Rockhill Ins. Co.	
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ NOWND								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Pollution Coverage	ENVP003590-03	06/22/2015	06/22/2016	General Aggregate 1,000,000 Cont.Poll Cond limit 1,000,000 Policy Aggregate 1,000,000								

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

CERTIFICATE HOLDER	CANCELLATION
() - () - Brunswick County Risk Manager 30 Government Center Drive, NE P. O. Box 249 Bolivia NC 28422-	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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 