

COFFEE COUNTY
COMMISSION

2016

CONTRACT FORMS

COUNTY BID NO. 2017-03

SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND FOR:

The Removal, Disposal and Reduction of all eligible disaster generated debris from Coffee County, Alabama Rights-of-Way (ROW) including county roads, state roads, parks, county maintained public property and drainage easements in the un-incorporated areas of Coffee County, Alabama.

I hereby certify that this is a true and correct copy of the original contract now on file in the office of the County Commission in New Brockton, Alabama.

COFFEE COUNTY ENGINEERING DEPARTMENT

BY Marty Lantz
Ass't Coffee County Engineer

PROPOSAL
FOR
DISASTER DEBRIS REMOVAL, DISPOSAL and REDUCTION
COFFEE COUNTY, ALABAMA
BID NO. 2017-03

September 19, 2016; 9:00 a.m.
Date and Time of Opening

PROPOSAL OF

Contractor Name: CrowderGulf, LLC.

Of (City, State): Theodore, AL

Alabama General Contractors License Number: 48313

For removal, disposal and reduction of all eligible disaster generated debris from the un-incorporated areas of Coffee County, Alabama.

The specifications titled "SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL, DISPOSAL and REDUCTION CONTRACT" are hereto attached.

TO THE CHAIRMAN OF THE COFFEE COUNTY COMMISSION:

Sir:

The following proposal is made on behalf of the undersigned and no others. Evidence of authority to submit the proposal is herewith furnished.

The undersigned has carefully examined the attached specification titled "SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL, DISPOSAL and REDUCTION CONTRACT" and has also personally examined the site of work. On the basis of the said specifications the undersigned proposes to furnish all labor, supervision, transportation, necessary machinery, tools, equipment, apparatus, and expertise required to perform debris removal, disposal and reduction services in the manner specified.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.

2016 CrowderGulf Pricing for Coffee Co, AL

BIDDING SCHEDULE					
Coffee County Disaster Debris Removal, Disposal and Reduction Contract					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.	5000	Removal and Disposal of Eligible Vegetative Debris at the Coffee County Landfill.	Ton	\$60.00	\$300,000.00
002.	1250	Removal and Disposal of Eligible Construction & Demolition (C&D) debris at the Coffee County Landfill	Ton	\$55.00	\$68,750.00
003.	5000	Grinding Vegetative Debris at the Debris Reduction Site	Ton	\$26.00	\$130,000.00
004.	25	Stump Extraction (see note no. 1) Larger than 24" diameter	Each	\$220.00	\$5,500.00
005.	25	Flush Cutting Hazardous Trees (see note no. 2 and 3) 6" - 12" diameter	Each	\$30.00	\$750.00
	20	13" - 23" diameter		\$100.00	\$2,000.00
	15	24" - 34" diameter		\$200.00	\$3,000.00
	5	35" diameter and up		\$275.00	\$1,375.00
	006.	20		Hazardous Limb Removal- Hanging Limb 2" diameter and up	Each Tree
007.	2	Freon Recovery and Recycling	Each Unit	\$30.00	\$60.00
008.	5	Pick up and Disposal of "White Goods"	Each Unit	\$30.00	\$150.00
009.	200	Dead Animal Collection, Transport and Disposal	Per Pound	\$0.50	\$100.00
010	20	Electronic Waste	Each Unit	\$40.00	\$800.00

TOTAL BID AMOUNT	\$514,085.00
-------------------------	---------------------

Note No. 1: Stump/Tree diameter measured two (2) feet up from ground line.

Note No. 2: Flush Cutting is defined level to the ground line.

Note No. 3: Tree diameter measured 4.5 feet up from ground line.

100% COUNTY FUNDED PROJECTS

NOTICE

PLEASE READ AND COMPLETE SECTIONS A THROUGH B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATE THROUGH PAGE 2 OF THIS NOTICE, AS A PART OF THE BID PROPOSAL PACKAGE, WILL BE CONSIDERED A NONRESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

Section A: CONTRACTOR'S CERTIFICATION

The contractor further proposes to execute a Contract Agreement furnished by the county as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the County, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the County, in an amount equal to the total amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$10,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days after notice of award, the awarding authority shall retain from the proposal guaranty if it is a cashier's check or recover from the principal and/or the sureties if the guaranty is a bid bond the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$10,000.00. If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor the proposal guaranty, if a cashier's check, will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY THE PROPER OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION) THE PERSON EXECUTING THE BID BOND MAY EXECUTE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A NOTARY PUBLIC AFTER BEING SWORN. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED, AND NOTARIZED BELOW.

Section C: COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification that the same is true and correct; and that I recognize that by signing this certification I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership or corporation as might be applicable.

Signature of Contractor: If a contractor is **INDIVIDUAL**, signature of individual is required; if contractor is a **CORPORATION**, signature of proper corporation officer is required; if contractor is a **PARTNERSHIP**, signature of a partner is required; if contractor is **JOINT VENTURE**, appropriated signatures of all contractors are required.

Legal Name of Contractor:

Partnership

(Partnership, Joint Venture, Corporation or Individual)

By:

(Signature of Officer or Individual, as Applicable)

By:

If JOINT VENTURE (Signature of Officers or Individuals, as Applicable)

Sworn to and subscribed before me on this 13th day of September, 2016.

Kerrie A. Noll
Notary Public, Mobile County, AL
My Commission Expires Sept 12, 2018

Kerrie A. Noll

NOTARY PUBLIC Kerrie A. Noll

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS USED, SIGNED AND NOTARIZED. FAILURE TO SUBMIT THIS SWORN STATEMENT AS PART OF THE BID PACKAGE WILL BE CONSIDERED A NON-RESPONSIVE BID.

ALSO, PROPOSAL WILL NOT BE CONSIDERED UNLESS (IN ACCORDANCE WITH SECTION 34-8-8, CODE OF ALABAMA 1975, AS AMENDED) THE CONTRACTOR SHOWS EVIDENCE OF POSSESSING A GENERAL CONTRACTORS LICENSE. EVIDENCE OF BEING LICENSED SHALL BE SATISFIED BY THE INCLUSION/SUBMISSION OF A COPY OF THE BIDDER'S CURRENT LICENSE CERTIFICATE AS ISSUED BY THE STATE LICENSING BOARD FOR GENERAL CONTRACTORS INTO/WITH THIS PROPOSAL.

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

CrowderGulf, LLC
That the contractor, as Principal, and **North American Specialty Insurance Company**
(Name of Surety)

650 Elm Street, Manchester, NH 03101, as Surety, are held and firmly
(Address)

bound unto

COFFEE COUNTY COMMISSION

as Obligee in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

DISASTER DEBRIS REMOVAL, DISPOSAL, and REDUCTION CONTRACT for Coffee County

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void: otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this 19th day of September 20 16

DISASTER DEBRIS REMOVAL, DISPOSAL, and REDUCTION CONTRACT

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

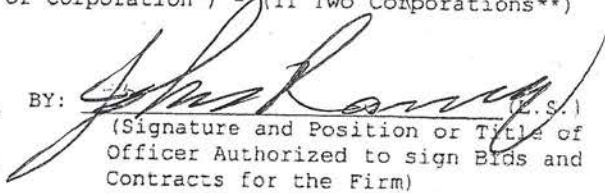
Business Mailing Address: _____

NAME OF PARTNERSHIP, JOINT VENTURE OR CORPORATION:

CrowderGulf, LLC
(Name of Partnership, Joint Venture or Corporation*) (If Two Corporations**)

Business Mailing

Address: **5435 Business Parkway**
Theodore, AL 36582

BY:  (L.S.)
(Signature and Position or Title of Officer Authorized to sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

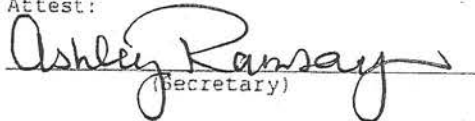
BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to sign Bids and Contracts for the Firm)

Attest:


(Secretary)

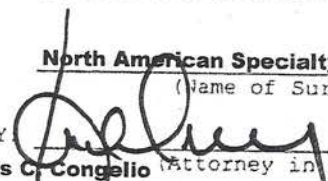
Name of State under the laws of which the Corporation was chartered:

Alabama

Attest:

(Secretary)

Name of State under the laws of which the Corporation was chartered:

North American Specialty Insurance Company
(Name of Surety)
BY: 
James C. Congelio (Attorney in Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED. PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

LEAVE ATTACHED IN YOUR BIDDING PROPOSAL

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAMES N. CONGELIO,
and JAMES C. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



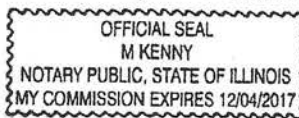
By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of May, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of May, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of September, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 48313
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CROWDERGULF LLC

THEODORE, AL 36582

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: DEBRIS REMOVAL

until **October 31, 2016** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

Handwritten signature of the Secretary-Treasurer.

1st day of **October, 2015**
SECRETARY-TREASURER

Handwritten signature of the Chairman.

117182
CHAIRMAN

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that CrowderGulf, LLC was formed in Mobile County, Alabama on September 15, 2006. The Alabama Entity Identification number for this entity is 401-379. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20160329000021580

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

3/29/2016

Date

Handwritten signature of John H. Merrill in black ink.

John H. Merrill

Secretary of State

**SCOPE OF SERVICES
FOR
DISASTER DEBRIS REMOVAL, DISPOSAL and REDUCTION
CONTRACT**

1.0 GENERAL.

The purpose of this contract is to provide services to remove and dispose of all eligible disaster generated debris from Coffee County, Alabama Rights-of-Way (ROW) including county roads, state roads, parks, county maintained public property and drainage easements. The area to be included as part of this contract is located entirely within the limits of Coffee County, excluding all incorporated areas.

The County reserves the right to exclude the Rights-of-Way (ROW) of all state roads and/or all county or state roads that are classified as "Federal Aid Highways" by the Federal Highway Administration.

Neither the contractor nor the subcontractors shall solicit work from private citizens or others to be performed in the designated disaster area of the applicant during the period of this contract.

2.0 SERVICES.

The services described below include work anticipated and envisioned as requirements to respond to a disaster event. Specific services or tasks will be ordered using the bid schedule and/or task orders or change orders. When services or tasks are ordered all relevant paragraphs in this contract apply.

- 2.1. The Contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal, disposal and reduction of all eligible debris from the areas defined in Section 1.0.
- 2.2. The debris shall be taken to the Coffee County Landfill. The Coffee County Landfill shall be the primary location for vegetative debris reduction and is the location for disposal of Construction and Demolition (C&D) material. The location of the Coffee County Landfill is indicated on the attached map. All necessary and applicable permits shall be obtained by the Contractor.
- 2.3. The amount and type of debris to be removed under this contract is unknown. The unit prices on the bid schedule will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the County shall be present during this

inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the County prior to beginning the work.

- 2.5. Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris in para. 4.1) from public property and right-of-ways defined in Section 1.0. Work shall include: 1) examining and sorting debris into categories. Categories include, but not limited to, Vegetative, C&D, White Goods, Hazardous Waste, etc.; 2) loading the debris as sorted; 3) hauling the sorted debris to the Coffee County Landfill. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract.
- 2.6. Omit
- 2.7. Vegetative debris reduction shall be accomplished by grinding. Preparation and operation of the site for grinding shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. The debris reduction site is to be located at the Coffee County Landfill.
- 2.8. The Contractor shall be responsible for managing the debris reduction operation. Responsibilities include but are not limited to: providing all weather road access for debris trucks, providing dust control, providing fire prevention treatments to the site, managing the volume of debris in an orderly and safe manner, and stockpiling of material. The contractor shall provide a Household Hazardous Waste Containment Area as specified in paragraph 4.4. The Contractor shall manage debris reduction operations to coincide with hauling operation from sunrise to sunset, seven (7) days per week, for the first four (4) weeks. After the first four (4) weeks, the hours of operation shall be Monday thru Friday, from 7:00 a.m to 5:00 p.m.
- 2.9. The Contractor shall make the necessary passes, as directed by the county, up to three passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the County. Scheduling of passes will be coordinated and approved by the County's Representative. The Contractor shall complete each pass over the entire County prior to beginning the next pass.
- 2.10. Any eligible debris, such as leaning or fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Partially uprooted stumps in the ROW may be eligible for removal. The County's representative will have the final decision on hazardous limbs, leaning trees and stump eligibility. Holes present as a result of uprooted trees in the public ROW shall be back filled to ground level with approved soil. The Contractor shall not enter onto private property during the performance of this contract.

- 2.11. The contractor shall collect and dispose of all eligible white goods at the Coffee County Landfill and in a manner complying with all applicable Federal, State and Local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers. Removal and recycling of Freon from appliances and disposal of white goods shall be paid by the unit consistent with the bid schedule.
- 2.12. The contractor shall remove eligible hanging limbs, hazardous trees, and stumps. Leaning or damaged trees that are ruled by the County to be hazardous shall be removed and, if the stump is not eligible, shall be flush cut to the ground. Removal of eligible hanging limbs, cutting down hazardous trees and extracting stumps shall be paid by the unit consistent with the bid schedule.
- 2.13. The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, or e-waste, refers to electronic products being placed at the ROW. These include a wide range of items, such as:
- televisions and computer monitors
 - computers and computer peripherals (e.g., monitors and keyboards)
 - audio and stereo equipment
 - VCRs and DVD players
 - video cameras
 - telephones, cellular phones and other wireless devices
 - fax and copy machines
 - video game consoles
- 2.14. Omit
- 2.15. Contractors shall note that portions of the project will occur in residential areas. The contractor should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris. Contractor shall notify the County of damages immediately.
- 2.16. The contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. All equipment shall be approved by the County prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall notify the County of damages immediately.
- 2.17. The contractor shall have a competent superintendent or project manager assigned to the County contract work. This individual shall be available in person to the County's Representative anytime work under this contract is ongoing. This individual shall be the

contractor's principal point of contact for operational issues, shall attend all operational meetings and shall be prepared to brief operational status at meetings and in public forums.

2.18. Omit

2.19. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

2.20. Omit

2.21. Omit

3.0 LOAD TICKETS.

3.1. Load Tickets shall be used for recording the point of debris collection. The County shall provide all load tickets.

3.2. Omit

3.3 A five-part load ticket will be issued by a County monitor prior to transport of the debris from the point of collection. The monitor will keep one part and the remaining four-part load ticket is given to the vehicle operator. Upon arrival at the Coffee County Landfill, the vehicle operator will give the four-part load ticket to a County monitor. That County monitor will verify the hauler, equipment and weigh the truck in. The truck will then unload and return to the County monitor and be weighed out. The County monitor will record on the ticket the net weight, sign the ticket, keep 2 parts and return 2 parts to the driver. The County will use the net weight as basis for payment.

4.0 DEBRIS CLASSIFICATION.

4.1 Eligible Debris. Eligible debris is considered all Disaster related debris which is located within the public right of way, applicant owned properties, and defined below.

- The debris must present a HEALTH & SAFETY threat to the general public or to the users of an eligible facility.
- The debris must be the legal responsibility of the eligible applicant.

Tree Eligibility:

- Broken tree hangers 2 inches or greater at the break, in diameter may be considered for eligibility.
- An eligible, approved uprooted tree with exposed roots shall be removed in its entirety, and the stump hole shall be back-filled by the contractor with compatible material.
- Standing, dead trees are not eligible for removal.

- Trees on private property which lean toward public property or roadways maintained by the County, which are at risk of falling and are of sufficient size to threaten the roadway or will fall across a fence line, shall be removed by cutting the tree at the edge of the right-of-way.
- 4.2 Construction, demolition, scattered displaced debris and homeowner's debris generated by the disaster placed within the right-of-way areas defined in section 1.0 is eligible for removal and is to be taken to the Coffee County Landfill. Construction and household debris should not be mixed with vegetative debris or appliances. Hazardous and toxic waste shall not be mixed with construction and household debris, woody debris or appliances. Household garbage shall not be collected.
 - 4.3 Stumps: The pickup and disposal of all stumps will be paid on the tonnage basis, regardless to size of the stumps. Partially uprooted stumps with an exposed root ball on improved public property or ROW larger than 24" that create an immediate threat to life, public health, and safety which have to be extracted by mechanical means shall be addressed on a case by case basis by the County. Partially uprooted stumps ordered by the County to be removed shall be paid for on the unit basis as identified in the bid schedule under Stump Extraction. Stumps removed but not approved in advance by the County shall only be paid for on the tonnage basis.
 - 4.4 HOUSEHOLD HAZARDOUS WASTE: The Contractor will be required to provide and utilize a dumpster for Household Hazardous Waste (HHW) containment at the Coffee County Landfill. This dumpster will require a non permeable liner. The HHW dumpster must be covered at all times with a non permeable cover. Material which is found to be classified as HHW shall be reported immediately to the County monitor. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW dumpster. Disposal of the HHW debris will be coordinated by the County. Payment for this work shall be included in the cost for Debris Reduction Site Management (para. 2.8).
 - 4.5 Construction Debris & Reconstruction Debris is not eligible for removal; this is the responsibility of the owner.
 - 4.6 Demolition Debris will be part of an eligible demolition program approved by FEMA when applicable.

5.0 PERFORMANCE SCHEDULE.

- 5.1. The Contractor shall commence performance of debris removal and disposal within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal and disposal operations, the contractor shall, with the County's direction, provide a work plan showing where operations will begin and

which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every week throughout the operation period.

- 5.3. All activity associated with debris removal operations shall be performed during the hours specified in section 2.8.
- 5.4. The County may initiate additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5. The County expects a minimum of ten (10) percent of all debris be removed per week following the notice to proceed. All work, including site restoration prior to close-out, shall be completed within ten (10) weeks from the date of the notice to proceed. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the above said ten (10) week period.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. **“Hand loading” of trucks and trailers is prohibited in work under this contract.** Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” by 6” boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. All trailers shall have a metal-framed exterior and a minimum of 5/8” plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the Company Name and the Truck Number.
- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be numbered for identification with a permanent marking. The contractor shall notify the County each time a new truck, trailer or container is to be used under this contract.
- 6.4. Trucks and equipment, which is designated for use under this contract, shall not be used for any other work during the term of this contract. Neither the contractor nor the

subcontractors shall solicit work from private citizens or others to be performed in the designated disaster area of the applicant during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the County.
- 6.6. As a minimum, the Contractor must provide enough manpower and equipment to adequately support at least four (4) separate and independent debris removal operations in four (4) areas of the County simultaneously.

7.0 REPORTING.

- 7.1. The Contractor shall submit a report to the County each day for the term of the contract. The daily report form for use by the contractor is attached.
- 7.2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS.

- 8.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2. The Contractor shall be duly licensed in accordance with the statutory requirements to perform work in the State of Alabama.
- 8.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- 8.4. Traffic control is the sole responsibility of the Contractor and shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs and equipment as necessary at no additional cost. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the County.
- 8.5. The Contractor shall be responsible for contacting Alabama Line Locate, County Utilities Department, and any other utility companies for the purpose of identifying utility lines

and components in advance of work. Repair of damages, caused by debris removal, to utility lines and components are the responsibility of the Contractor.

- 8.6. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations. Copies of all documentation granting approval shall be provided to the County.
- 8.7. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.8. The County may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.9. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the Coffee County, Alabama area.

9.0 FINAL DISPOSITION

Landfill disposal fees for all eligible debris are the responsibility of the County.

10.0 MEASUREMENT

Measurement for all eligible debris removed shall be by the ton as determined by the certified scale at the Coffee County Landfill and supported by the load ticket. Load tickets shall document tonnage and point of collection. Compensation will be based on completed load tickets administered and validated by the County's monitors based on the Contractor's unit price per ton hauled from the rights-of-way and/or public property.

11.0 BONDING AND INSURANCE

- 11.1. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Coffee County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars shall be filed with the proposal. A certified check or cashier's check is acceptable. Prior to signing of contract, contractor shall furnish the County with all applicable certificates of insurance. Contractor shall provide copies of insurance policies including all endorsements. Commercial General Liability Insurance shall be in the amount of one million dollars (\$1,000,000.00) aggregate/five hundred thousand dollars (\$500,000.00) per occurrence.
- 11.2. A Performance Bond in the form and terms approved by the County in an amount equal to the total sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by the County in an amount equal to the total sum bid insuring payment for all labor and materials. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

11.3. The Contractor shall save and hold the County, State of Alabama, US Government, their respective employees, officials and agents harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the attached Bid Schedule. Work included in these specifications and not identified in the Bid Schedule will be priced by change order or supplemental agreement to this contract.
- 12.2. Time is of the essence to the performance hereunder and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within 180 days following the date of hand delivery to the County's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one percent per month calculated from the expiration of the 180 day period until fully paid. Payment made is based on the postmark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the County's authorized agent may retain a percentage of said payment, not to exceed 10 % of the contract value to insure performance of the contract. Said cause and progress shall be determined by the County's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4. The County may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contact duration.
- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the County's authorized agent, provided the Contractor has completed filing of all contractually required documents and certifications with the County's authorized agent, including

acceptable evidence of the satisfaction of all claims or liens and proof of contractor's "advertisement of completion" as required by law.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

The County's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the County's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the County's authorized agent, with County concurrence, shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1. This contract may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date.
- 14.2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. This contract is binding upon and insures to the benefit of the County, or Assigns, and is the whole agreement of the parties and governed by the Law of the State of Alabama. The appropriate venue for any litigation resulting hereunder is the Coffee County, Alabama Court.
- 15.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When the Contractor's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2. If deficiencies are identified, the County may take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1. Stop Unsafe Work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2. Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.
 - 16.2.3. Reduced Value Deduction. The County may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the County, or another contractor, rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed.
 - 16.2.4. The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the County's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.
 - 16.2.5. The County may discuss corrective actions with the Contractor to prevent future occurrences.
 - 16.2.6. The Contract may be terminated by the County.

17.0 NOTICES

- 17.1. At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in Coffee County, Alabama, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.

- 17.2. The only County personnel authorized to receive any Notice required hereunder is the County's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the County.

18.0 OPTION TO EXTEND THE TERM OF THE CONTRACT

- 18.1.1 The contract period shall be one (1) year. The County may extend the term of this contract by written notice to the Contractor in advance of each contract anniversary date. If the County exercises this option, the extended contract shall be considered to include this option clause.
- 18.1.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 (three) years.
- 18.1.3 If the County exercises this option, the prices shown in the Bid Schedule may be adjusted on the anniversary date of the contract not to exceed a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics. The contractor shall present in advance of the anniversary date of the contract, a proposal for option year pricing.
- 18.1.4 Should the County and the Contractor be unable to agree on pricing or other terms of the contract, the County is under no obligation to exercise the option to extend the term of the contract.

19.0 OTHER CONTRACTS.

The County reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

20.0 ATTACHMENTS

- Daily Contractor Report
- Location Map for Coffee County Landfill

21.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide the Coffee County Commission the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to Coffee County, Alabama.

The Contractor shall provide proof of Workman's Compensation as required by the State of Alabama.

As agreed upon by the County and Contractor, local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the Bid Schedule.

**DAILY CONTRACTOR REPORT
FOR**

DATE: _____

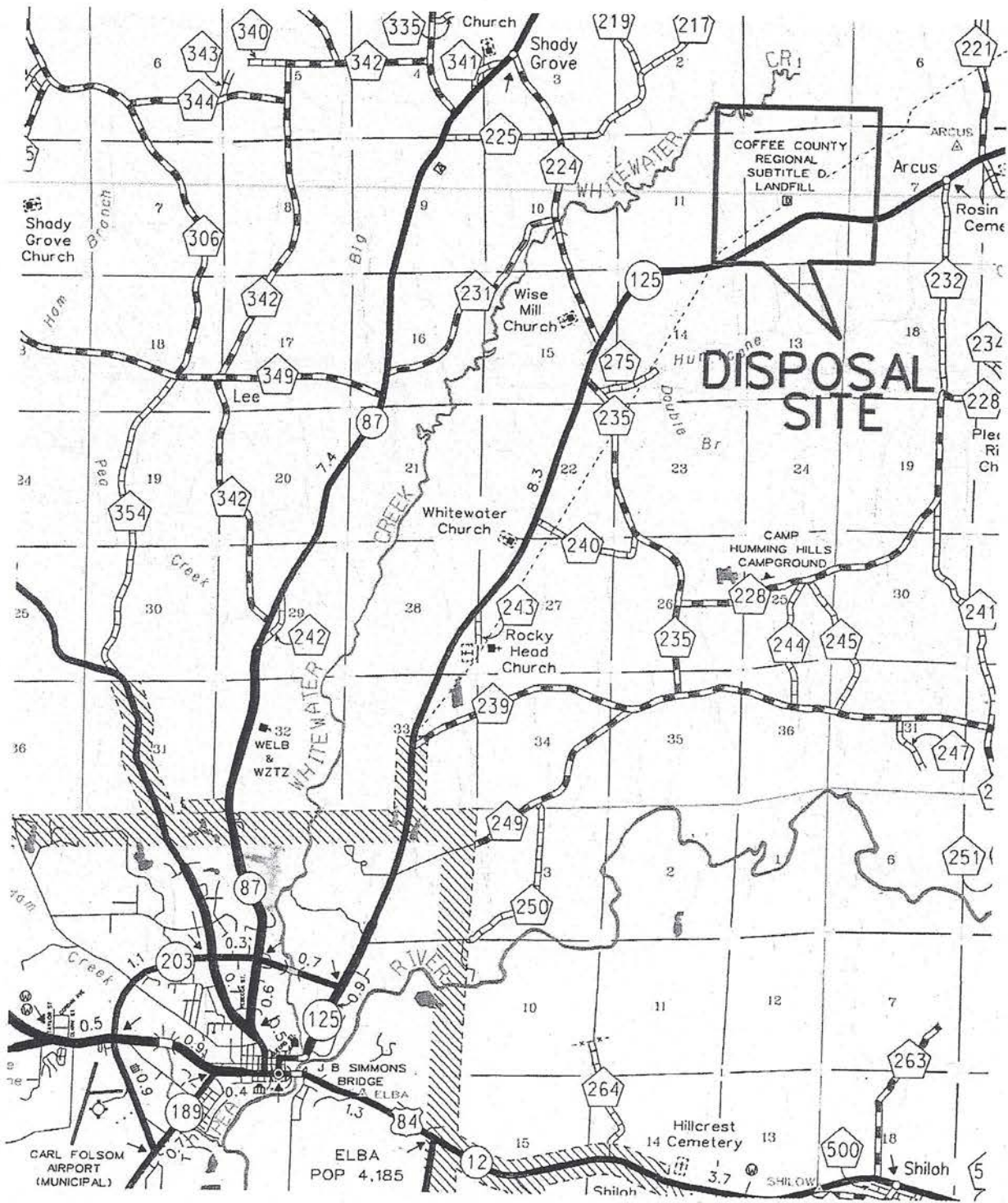
ITEM	DESCRIPTION	UNITS	QUANTITY FOR TODAY	TOTAL TO DATE QUANTITY
001.	Removal and Disposal of Eligible Vegetative Debris at the Coffee County Landfill.	Ton		
002.	Removal and Disposal of Eligible Construction & Demolition (C&D) debris at the Coffee County Landfill	Ton		
003.	Grinding Vegetative Debris at the Debris Reduction Site	Ton		
004.	Stump Extraction (see note no. 1) Larger than 24" diameter	Each		
005.	Flush Cutting Hazardous Trees (see note no. 2 and 3) 6" – 12" diameter 13" – 23" diameter 24" – 34" diameter 35" diameter and up	Each	_____ _____ _____ _____	_____ _____ _____ _____
006	Hazardous Limb Removal- Hanging Limb 2" diameter and up	Each Tree		
007.	Freon Recovery and Recycling	Each Unit		
008.	Pick up and Disposal of "White Goods"	Each Unit		
009.	Dead Animal Collection, Transport and Disposal	Per Pound		
010	Electronic Waste	Each Unit		

Note No. 1: Stump/Tree diameter measured two (2) feet up from ground line.

Note No. 2: Flush Cutting is defined level to the ground line.

Note No. 3: Tree diameter measured 4.5 feet up from ground line.

DUMPSITE LOCATION MAP



CONTRACT

THIS AGREEMENT made and entered into this 10 day of OCTOBER, 2016 by and between COFFEE COUNTY, ALABAMA, party of the first part (hereinafter called the County) and CROWDERGULF, LLC., party of the second part (hereinafter called Contractor), WITNESSETH:

WHEREAS, the County desires the removal, disposal and reduction of all eligible disaster generated debris from the un-incorporated areas of Coffee County, Alabama and the Contractor desires to furnish and deliver all the materials and to do and perform all the work and labor for the said purpose;

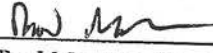
NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about for the REMOVAL, DISPOSAL AND REDUCTION OF ALL ELIGIBLE DISASTER GENERATED DEBRIS FROM THE UN-INCORPORATED AREAS OF COFFEE COUNTY, ALABAMA Known as COUNTY BID NUMBER 2017-03 in strict and entire conformity with the provisions of the Contract, the Notice to Bidders, the Proposal, and the Specifications titled "Scope of Services for Disaster Debris Removal, Disposal and Reduction Contract" prepared (or approved) by the County Engineer (or an Assistant Engineer), the originals of which are on file in the office of the Coffee County Commission, and which said Specifications and the Notice to Bidders and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.
2. The County agrees and promises to pay to the Contractor for said work, when completed in accordance with the Provisions of this contract, the price as set forth in the said Proposal, amounting approximately to FIVE HUNDRED FOURTEEN THOUSAND EIGHTY FIVE DOLLARS & 00/100 (\$ 514,085.00), payments to be made as provided in said Specifications upon presentation of the proper certificates of the County Engineer or his representatives and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.
3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the County Engineer, subject at all times to the inspection and approval of the County Engineer, or his agents.
4. The decision of said County Engineer upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by the said Contractor shall be final and conclusive.

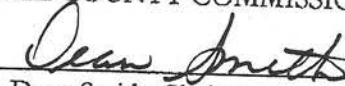
PAGE TWO OF CONTRACT

IN WITNESS WHEREOF THE COUNTY COMMISSION OF COFFEE COUNTY has caused these presents to be executed by Dean Smith, Chairman; Coffee County Commission and CrowderGulf, LLC., the Contractor, has hereto set his hand and seal this the day and year above written.

ATTESTED:


Rod Morgan, County Administrator

COFFEE COUNTY COMMISSION

BY: 
Dean Smith, Chairman

CONTRACTOR,
 CrowderGulf, LLC
Contractor Firm

48313
AL. Contractor's License Number

Signed, sealed and delivered in the presence of


WITNESS

BY 
MEMBER OF FIRM

Wesley Naile
PRINT NAME

John Ramsay
PRINT NAME

President
TITLE

Bond No. 2216361

**BOND FOR PAYMENT
OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA
Mobile COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, CROWDERGULF, LLC., THEODORE, ALABAMA, as Principal, and North American Specialty Insurance Company as Surety, are held and firmly bound unto the Coffee County Commission, in the penal sum of FIVE HUNDRED FOURTEEN THOUSAND EIGHTY FIVE DOLLARS AND 00/100, (\$514,085.00), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 10th day of OCTOBER, 2016.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound CROWDERGULF, LLC. have this day entered into a Contract with the said COFFEE COUNTY COMMISSION, for REMOVAL, DISPOSAL AND REDUCTION OF ALL ELIGIBLE DISASTER GENERATED DEBRIS FROM THE UN-INCORPORATED AREAS OF COFFEE COUNTY, ALABAMA, known as COUNTY BID NUMBER 2017-03, a copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said CROWDERGULF, LLC. as such Contractor shall promptly make payment to all persons supplying him or them with labor, material, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract, that this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said CROWDERGULF, LLC., as such Contractor shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound

North American Specialty Insurance Company as Surety shall be liable for the payment of such labor, materials, feed-stuffs or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama, 1975, as amended.

PAGE TWO OF PAYMENT OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

PROVIDED, FURTHER, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

UPON the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Coffee County Engineer upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract herein before referred to, and the Bond For Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama, 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this 10th day of OCTOBER, 2016

Wesley Nails (L.S.)
WITNESS

[Signature] (L.S.)
CONTRACTOR'S SIGNATURE
PRESIDENT
TITLE

CrowderGulf, LLC
LEGAL NAME OF CONTRACTOR

5435 Business Parkway, Theodore, AL 36582
ADDRESS

North American Specialty Insurance Company
NAME OF SURETY

BY: [Signature]
James C. Congelio ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance Producer for Surety, if Applicable

[Signature]
NAME AND LICENSE NUMBER
Jeffrey M. Wilson / 0026623

NOTICE TO INSURANCE PRODUCER
Please print or write legibly your name and Complete address below, including PRODUCER'S COMPANY

McGriff, Seibels & Williams, Inc.
Jeffrey M. Wilson
2211 7th Avenue South
Birmingham, AL 35233
PRODUCER'S COMPANY

BOND FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA

Mobile COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, CROWDERGULF, LLC., THEODORE, ALABAMA, as Principal, and North American Specialty Insurance Company as Surety, are held and firmly bound unto the Coffee County Commission, in the penal sum of FIVE HUNDRED FOURTEEN THOUSAND EIGHTY FIVE DOLLARS AND 00/100, (\$514,085.00), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this 10th day of OCTOBER, 2016.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound CROWDERGULF, LLC. have this day entered into a Contract with the said COFFEE COUNTY COMMISSION, for REMOVAL, DISPOSAL AND REDUCTION OF ALL ELIGIBLE DISASTER GENERATED DEBRIS FROM THE UN-INCORPORATED AREAS OF COFFEE COUNTY, ALABAMA, known as COUNTY BID NUMBER 2017-03, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said CROWDERGULF, LLC. as such Contractor shall faithfully and promptly perform said contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said CROWDERGULF, LLC. to promptly and efficiently prosecute said work, in any respect, in accordance with the contract, the above bound

North American Specialty Insurance Company
as surety, shall take charge of said work and complete the contract at their own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said Coffee County Commission due under said contract. Said Surety may, if they so elect, by written direction given to the Coffee County Engineer authorize the Coffee County Commission to advertise for bids to complete the said contract at the expense of the said Surety, and such Surety hereby agree and bind themselves to pay the expense of the completion of such work, less any funds in the hands of the County remaining due to above bound Contractor.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as herein before provided, then said Coffee County Engineer may cause ten days notice of such failure to be given, either to said Principal or Surety and at the expiration of said ten days, if said Principal or Surety does not proceed promptly to execute said contract, the Coffee County Commission shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated,

PAGE TWO OF BOND FOR PERFORMANCE OF THE WORK

the said principal and sureties shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Coffee County Engineer upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract herein before referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this 10th day of OCTOBER, 2016

Wesley Nail (L.S.)
WITNESS

[Signature] (L.S.)
CONTRACTOR'S SIGNATURE

PRESIDENT
TITLE

CrowderGulf, LLC
LEGAL NAME OF CONTRACTOR

5435 Business Parkway, Theodore, AL 36582
ADDRESS

North American Specialty Insurance Company
NAME OF SURETY

BY: [Signature]
James C. Congelio ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance Producer for Surety, if Applicable

[Signature]
NAME AND LICENSE NUMBER
Jeffrey M. Wilson / 0026623

NOTICE TO INSURANCE PRODUCER
Please print or write legibly your name and Complete address below, including PRODUCER'S COMPANY

McGriff, Seibels & Williams, Inc.

Jeffrey M. Wilson

2211 7th Avenue South

Birmingham, AL 35233

PRODUCER'S COMPANY

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAMES N. CONGELIO,

and JAMES C. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of May, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of May, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10 day of OCT., 2016

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
9/30/2016

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE Unlimited
	PRODUCTS - COMP/OP AGG \$3,000,000.00				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	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				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043183	9/1/2016	9/1/2017	BODILY INJURY (Per accident)
					PROPERTY DAMAGE
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070843	9/1/2014	9/1/2017	AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY EACH ACCIDENT
A	OTHER				AGGREGATE
					EACH OCCURRENCE \$4,000,000.00
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043183	9/1/2016	9/1/2017	AGGREGATE \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070843	9/1/2014	9/1/2017	X WC STATUTORY LIMITS OTH ER
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00

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.

Disaster Debris Removal, Disposal & Reduction Services

CERTIFICATE HOLDER Coffee County Commission # 2 County Complex New Brockton, AL 36351	CANCELLATION 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

Blanket Additional Insured when required by written contract.