REQUEST FOR BOARD ACTION

ITEM NO. 7.

DATE OF MEETING: August 1, 2011

REQUESTED BY: Charles R. Collins, Emergency Management Director

SHORT TITLE: Resolution Authorizing a One -Year Extension of the Debris Management Contracts with DRC Emergency Services, LLC (Primary) and Crowder Gulf, LLC (Secondary).

BACKGROUND: In 2010 the County adopted a debris management plan and approved a one year extension of the debris contracts. The two contracts will expire June 30, of 2011 however staff recommends a one-year extension, and the two contractors are willing to extend the contracts for one year at the same price and terms. The extended contracts will expire June 30, 2012.

SPECIFIC ACTION REQUESTED: To consider a resolution approving a one - year extension of the Debris Site Management and Disposal Contracts to DRC Emergency Services, LLC and to Crowder-Gulf Joint Ventures, LLC.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

a one-year extension for debris site management and disposal contracts to DRC Emergency Services, LLC and Crowder Gulf Joint Ventures, LLC be extended for FY 11-12. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Brown___ Tate___ Rivenbark___ Ward___ Williams ___

_____ 8/1/11
George R. Brown, Chairman Date

_____ 8/1/11
ATTEST Date

JOHNSON ENVIRONMENTAL
& DISASTER CONSULTING SERVICES
429 CAMWAY DR. • WILMINGTON, NC 28403
PH (910) 791-9361 • FAX (910) 796-9918
E-MAIL: mail@johnsonenv.com

June 16, 2009

Mr. Eddie King, Director of Emergency Management
Pender County
P O Box 28
605 E. Fremont St
Burgaw, NC 28425

RE: **CONTRACTOR RECOMMENDATIONS**

- **2009 – 2010 Debris Site Management and Disposal Contract**

- **Primary Award (1st Call) – DRC Emergency Services, LLC of Mobile, AL**
- **Secondary Award (2nd Call) – Crowder-Gulf Joint Venture, LLP of Theodore, AL**

Dear Mr. King,

In attempts to meet the objectives of the Pilot Incentive Program and the Debris Management Program requirements for participation from FEMA, it was agreed to award a primary and secondary contract for the Debris Site Management and Disposal Contract 2009. For the 2009/2010 fiscal year the bidding produced eight (8) qualified bids based on the companies attending the pre bid conference. Attached are the bid tabulations and bid evaluations and proposals from the determined 1st and 2nd place contractor, for this contract, bid opening 3PM, May 21, 2009.

The lowest and next lowest bidder is not easily determined from reviewing the simple bid tabulation. As one of our objectives in preparation of the Debris Management Plan, one section requires local governments to complete debris volume estimations. As Tropical Storms and Hurricanes are the most common disasters that generate debris in quantities that would require the activation of this contract, we have utilized a hybrid of the USACE Debris Model to estimate volumes. Once these volumes have been established, we evaluated each contractor's proposal to determine the final cost for the modeled project.

Under the model evaluation TFR Enterprises is the lowest price contractor through Category 1 hurricanes, which entails only vegetative debris. When Category 2 winds and storm surge are accounted for, C&D (Construction and Demolition) debris becomes an additional part of the overall debris volume. DRC Emergency Services, Inc. is the lowest overall bidder when evaluating Category 2 or greater storms. TFR's total costs for completing a Category 2 Hurricane project are in excess of $1M greater than DRC's cost for the same project. For this reason, it is recommended to evaluate DRC for 1st place award. DRC's rate for hauling C&D, $10.88/ton was questioned for reasonableness. An

email letter from DRC's chief estimator, Mr. Chuck Prieur confirms that they are comfortable with the pricing for the project.

Second place evaluation is also difficult to establish. TFR because of their more expensive rates for C&D debris remove them from consideration for any storm generating significant C&D debris. Following DRC, the next two contractors are of close comparison between Bamaco, Inc. and Crowder-Gulf. In general if Vegetative Debris reduction is by grinding, Bamaco is the next lowest contractor for any disaster generating debris in quantities equivalent or greater than a Category 2 hurricane with high precipitation. Crowder Gulf would be the next lowest contractor when Vegetative reduction is by burning for the same volume criteria. It is our recommendation that Crowder-Gulf be evaluated as the secondary contractor with the understanding that the 911 Tower Site is of adequate size and location amenable to air curtain burning operations.

Based on price only, DRC Emergency Services, LLC must be considered for primary contract recommendation. Crowder-Gulf has been determined as the next lowest overall contractor for the most likely alternative for vegetative debris reduction by air curtain burning. We have completed due diligence evaluations of each contractor and the results of these can be found in the Recommendation Binder.

The following summarizes the due diligence document:

Specific Findings for DRC Emergency Services – Primary Contract Recommendation

DRC appears to be financially stable. They had total revenues for the 9 month period ending September 30, 2008 in excess of $76M and managed payables in excess of $64M. DRC submitted a Dunn & Bradstreet Report from 2008, and a call was placed to request a more recent report, at which time DRC explained they have not recently shared information with D&B credit bureau. Therefore, the 2008 report is minimally considered in the determination of financial strength and creditworthiness. However, the Financial Report and confirmation of their bonding experience and bonding program (single bond capacity of $100M and aggregate of $150M) indicates significant financial strength. This indicates sufficient cash flow responsibility and ability to obtain short term cash flow from lending institutions for the historical projects for debris related services in Pender County.

In regards to insurance, DRC carries the required limit on Workman's Compensation and does carry General Liability, Vehicle and Umbrella but at less than the contracted limit requirement. DRC's insurance agent, Mrs. Rachel Dickson, with Blackmon Insurance Co., confirms that DRC is a client in good standing, they have had previous policy limits with Excess Liability minimum of $10M and we should have no problem increasing to this level to make up for any shortfalls in the base line policies.

The Federal Government combined Excluded Parties List Report, located at http://epls.arnet.gov, was searched for: **DRC Emergency Services LLC, DRC Inc., DRC and Mark Stafford,** on May 15, 2009, and was not found as an excluded entity from any governmental agency either procurement or non-procurement contracts.

Regarding references, DRC provided a list of 7 debris related contracts, beginning in 2004 through current, 1 of which is presently active. Several references were provided and confirmed as meeting the 100,000 cubic yard minimum prime contractor experience, per Qualification Requirement, 35.01. The results of calls to a sample of these references are attached in Section 4 of the Recommendation Binder. In summary, all references reached would rehire DRC for similar services.

Specific Findings for Crowder-Gulf Joint Venture, LLP – Secondary Contract Recommendation

Crowder-Gulf appears to be a financially secure and well financed company. They had total revenues for the 10 month period ending October 31, 2008 in excess of $57M and managed payables in excess of $35M. Crowder submitted a Dunn & Bradstreet Report and it confirms Crowder as having "low financial risk and a fair credit appraisal". The D&B lists no records of open suits, bankruptcy or judgments. Their bonding company confirms a bonding program in excess of $100M for aggregate projects. This indicates sufficient cash flow responsibility and ability to obtain short term cash flow from lending institutions for the historical projects for debris related services in Pender County.

In regards to insurance, Crowder carries the required limit on Workman's Compensation and does carry General Liability, Vehicle and Umbrella but at less than the contracted limit requirement. Crowder's insurance agent, Mr. G.B. Taylor, confirmed that Gulf Equipment (a related company) maintains a $25M excess liability policy; he said that if Crowder-Gulf requested an increase he could have up to a $10M policy written within minutes. The increase of Excess Liability to $10M should make up for any shortfalls in the base line policies.

The Federal Government combined Excluded Parties List Report, located at http://epls.arnet.gov, was searched for: **Crowder-Gulf Joint Venture, LLP or Crowder-Gulf or John Ramsay,** on June 16, 2009, and was not found as an excluded entity from any governmental agency either procurement or non-procurement contracts.

Regarding references, Crowder provided an extensive list, with over 20 debris related contracts performed in 2008 to current. Several references were provided and confirmed as meeting the 100,000 cubic yard minimum prime contractor experience, per Qualification Requirement, 35.01. The results of calls to a sample of these references are attached in Section 5 of the Recommendation Binder. In summary, all references reached would rehire Crowder for similar services.

It is our recommendation that **DRC Emergency Services, LLC** be awarded the primary contract and **Crowder-Gulf Joint Venture, LLP** be awarded the secondary contract for

Debris Site Management and Disposal Contract for the period July 1, 2009 through June 30, 2010, these contractors being respectively 1st and 2nd place "*lowest overall*" qualified bidders and responsible as determined through the due diligence evaluation.

Sincerely,

Barry L. Johnson

Barry L. Johnson

Enclosures:

429 Carnway Dr. • Wilmington, NC 28403 • ph (910) 791-9361 • fax (910) 796-9918 • e-mail: mail@johnsonenv.com

Pender County - Proposal Reading and Tabulation

DATE: May 21, 2009
TIME: 3:00 PM

Company submitting proposal	***TDMS Site Management & Disposal***			
	1) Veg Debris by Grinding (Accept, stage, reduce and dispose) / cy	2\) Veg Debris by Air Curtain (Accept, stage, reduce and dispose) / cy	3) C&D Debris to Waste Industries (Accept, stage, load and haul) / ton	4) White Goods to Southern Metals (Accept, stage, load and haul) / ton
TFR Enterprises	$3.10	$2.45	$58.00	$58.00
DRC Emergency Services	$3.92	$3.24	$10.88	$75.00
Bamaco	$9.20	$8.77	$36.60	$48.60
Disaster Recovery Group (DRG)	$4.80	$3.25	$78.00	$65.00
Crowder-Gulf	$12.00	$4.25	$43.00	$40.00
Phillips & Jordan	$9.75	$6.00	$69.00	$130.00
Storm Reconstruction Services (SRS)	$4.67	$4.17	$78.47	$167.58
Ceres Environmental	$11.79	$8.22	$55.99	$29.99

DRC Emergency Services, LLC
740 Museum Drive • Mobile, Alabama 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

May 27, 2011

Mr. Tom Collins
605 E Fremont Street
Burgaw, NC 28425

Via Email: tcollins@pendercountync.gov
Phone: 910.259.1210

Re: Contract Extension between DRC Emergency Services and Pender County, NC

Dear Mr. Collins:

The Debris Site Management and Disposal Contract currently in place is due to expire June 30, 2011. DRC Emergency Services, LLC, would like to take this opportunity to offer Pender County an extension to the contract between DRC Emergency Services and Pender County, dated July 1, 2009, for a period of one (1) year. The pricing, terms and conditions will remain in effect for the duration of this contract expiring June 30, 2012.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (251) 343.5554 or (acallaway@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to working with you and the citizens of Pender County.

Sincerely,

April Callaway

April Callaway MPO
Contracts Manager
Cell: 251.423.1158

Agreed and Accepted By:
Pender County, North Carolina

_____
Authorized Signature

_____
Title

_____
Date

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Mr. Paul Parker, Assistant County Manager
Pender County
PO Box 5
805 Walker Street
Burgaw, NC 28425

DATE: 5-19-09 FROM: DRC Emergency Services LLC
(Bidder/CONTRACTOR)

PHONE: 251 343 3581 ADDRESS: 740 Museum Drive
Mobile AL 36608

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***PENDER COUNTY – DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT*** dated April 1, 2009 including the following addenda:

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Accept, stage, and reduce by grinding Vegetative Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work and dispose of residual chips.

1) Unit Price No. 1 $ 3.92 / cubic yard unprocessed vegetative debris

Unit price No. 2

Accept, stage, and reduce by air curtain burning Vegetative Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work and dispose of residual ash.

2) Unit Price No. 2 $ 3.24 /cubic yard unprocessed vegetative debris

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 3

Accept, stage, load and haul C&D Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C.

3) Unit Price No. 3 $ 10.98 /ton C&D delivered

Unit price No. 4

Accept, stage, load and haul White Goods delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work to Southern Metals, Yard #2, 2925 US Highway 421 North, Wilmington, NC

4) Unit Price No. 4 $ 75.00 /ton White Goods delivered

Signature

Chief Operations Officer
Title

Alabama
State of Incorporation

(Corporate Seal)

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated April 1, 2009, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:

2) Currently complies with all applicable State and Federal Laws:

3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and

4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

DRC Emergency Services LLC
Name of Firm

Mark Stafford
Name of Firm Representative

Chief Operations Officer
Title

740 Museum Drive
Mobile AL 36608
Address of Firm

251 343 3581
Telephone Number

5-19-09
Date

Alabama
State of Incorporation

(Corporate Seal)

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

STATE OF NORTH CAROLINA

COUNTY OF PENDER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the 19 day of May, 2009.

COMPANY NAME DRC Emergency Services LLC

BY: Mark Stafford

(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only) Chief Operations Officer

ATTEST:

Dorothy Watson-Cordell

(Secretary, Assistant ~~Secretary~~, Cashier or Assistant Cashier only) proposal writer

(CORPORATE SEAL)

STATE OF Alabama

COUNTY OF Baldwin

I, Erika Hunt (Name), a Notary Public, certify that Dorothy Watson-Cordell (Name of Secretary, Assist. Sec., Cashier, Assist. Cashier) Assistant proposal writer personally came before me this day and acknowledged that he (she) is Assistant proposal writer (Secretary, Assist. Sec., Cashier, Assist. Cashier) of DRC Emergency Services LLC (Name of Corporation), a corporation, and that by authority duly given and as the act of the corporation, the

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

foregoing Affidavit was signed in its name by its Chief Operations Officer,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its Assistant Proposal Writer.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the 19th day of May, 2009.

Erika Hunt
Notary Public

My Commission Expires:

3·29·10

(SEAL)

ERIKA HUNT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 03-29-2010

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the COUNTY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

PENDER COUNTY, NORTH CAROLINA

BY: _____
Rick Benton,
County Manager

ATTEST:

_____
Deputy
_____, County Clerk

APPROVED AS TO FORM:

_____
Trey Thurman, County Attorney

COUNTY ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the 23rd day of July, 2009.

_____
Finance Officer

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: ***DRC Emergency Services, LLC***

ATTEST:

_____

~~Secretary,~~ Assistant Secretary,
~~Trust Officer~~

BY: _____

~~President, Vice President, Assistant~~
~~Vice President~~ C.O.O.

(CORPORATE SEAL)

STATE OF Alabama

COUNTY OF Mobile

I, April R. Callaway, a Notary Public, certify that the ~~corporation's~~ LLC's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. Douglas B. Davis personally came before me this day and acknowledged that he (she) is the Assist. Secretary of ***DRC Emergency Services, LLC***, a limited liability ~~corporation~~ company, and that by authority duly given and as the act of the ~~corporation~~ LLC, the foregoing instrument was signed in its name by its ~~President, Vice President, or Assist. Vice President~~ C.O.O., Mr./Mrs./Ms. Mark Stafford sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the 6th day of August, 2009.

April R. Callaway
Notary Public

My commission expires: May 23, 2010

(SEAL)

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 22, 2011

Mr. Charles R. "Tom" Collins
Emergency Management Director
Pender County
Law Enforcement Center
605 E. Fremont St.
Burgaw, NC 28425

Re: Debris Site Management and Disposal Contract

Dear Mr. Collins:

CrowderGulf has been providing Pender County, NC "Debris Site Management and Disposal Services" per the contract originally executed on July 20, 2009. The terms of the contract are for a one year period. The contract was renewed last year for a one (1) year period.

If Pender County is in agreement to renew the existing contract for an additional one (1) year period, please sign the renewal acceptance below and return to CrowderGulf. Upon receipt of this acknowledgement, the contract will continue with the same terms and conditions and will be extended until its expiration on June 30, 2012.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event our services are needed by the community of Pender County. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800.992.6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

John Ramsay
President

RENEWAL ACCEPTANCE – Pender County, NC

_____
Signature

_____
Name/Title

_____
Date

Pender County, NC

CROWDER GULF

2011
Contact Information

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

John Ramsay
President - Director
251-402-3677 Cell
jramsay@crowdergulf.com

Buddy Young
Assistant Director
940-597-4252 Cell
byoung@crowdergulf.com

Ashley Ramsay
General Manager
646-872-1548 Cell
aramsay@crowdergulf.com

Margaret R. Wright, Ph. D.
Senior Manager
251-604-6346 Cell
mwright@crowdergulf.com

John Campbell
Senior Project Manager
859-963-8672 Cell
jcampbell@crowdergulf.com

Wes Naile
Contracts Manager
251-533-5585 Cell
wnaile@crowdergulf.com

Kelly Pridgen
Regional Representative
252-903-8504 Cell
kprigen@crowdergulf.com

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

TO: Mr. Paul Parker, Assistant County Manager
Pender County
PO Box 5
805 Walker Street
Burgaw, NC 28425

DATE: 5/19/09 FROM: CrowderGulf
(Bidder/CONTRACTOR)

PHONE: 800-992-6207 ADDRESS: 5435 Business Parkway
Theodore, AL 36582

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, ***PENDER COUNTY – DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT*** dated April 1, 2009 including the following addenda:

ADDENDUM # None DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

Unit price No. 1

Accept, stage, and reduce by grinding Vegetative Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work and dispose of residual chips.

1) Unit Price No. 1 $ 12.00 / cubic yard unprocessed vegetative debris

Unit price No. 2

Accept, stage, and reduce by air curtain burning Vegetative Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work and dispose of residual ash.

2) Unit Price No. 2 $ 4.25 /cubic yard unprocessed vegetative debris

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART III – FORM OF PROPOSAL

Unit price No. 3

Accept, stage, load and haul C&D Debris delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work to Waste Industries Subtitle D Landfill in Sampson County, physically located at 7434 Roseboro Highway, Roseboro, N.C.

3) Unit Price No. 3 $ 43.00 /ton C&D delivered

Unit price No. 4

Accept, stage, load and haul White Goods delivered at the three (3) sites, referenced in Section 2.02 of Part II – Scope of Work to Southern Metals, Yard #2, 2925 US Highway 421 North, Wilmington, NC

4) Unit Price No. 4 $ 40.00 /ton White Goods delivered

Signature

John Ramsay, Partner
Title

Limited Liability Partnership
State of Incorporation

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders found in the bidding document dated April 1, 2009, have been read and understood.

The bidder hereby provides assurance that the Firm represented in this bid, as indicated below:

1) Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:

2) Currently complies with all applicable State and Federal Laws:

3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and

4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

CrowderGulf
Name of Firm

5435 Business Parkway

Theodore, AL 36582
Address of Firm

800-992-6207
Telephone Number

5/19/09
Date

Limited Liability Partnership
State of Incorporation

John Ramsay
Name of Firm Representative

Partner
Title

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

STATE OF NORTH CAROLINA

COUNTY OF PENDER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the 19th day of May, 2009.

COMPANY NAME CrowderGulf

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:
_____
(Secretary, Assistant Secretary, Cashier or Assistant Cashier only)

Limited Liability Partnership

STATE OF ALABAMA

COUNTY OF MOBILE

I, Kelley James, a Notary Public, certify that
(Name)
Ashley Ramsay personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)
before me this day and acknowledged that he (she) is Secretary
(Secretary, Assist. Sec., Cashier, Assist. Cashier) of CrowderGulf, a
(Name of Corporation)
corporation, and that by authority duly given and as the act of the corporation, the

PART IV – STATEMENT OF ASSURANCES & COMPLIANCE

foregoing Affidavit was signed in its name by its Partner, John Ramsay,
(President, Vice President, Assist. Vice President)
sealed with its corporate seal, and attest by himself (or herself) as its Secretary.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the 19th day of May, 2009.

Notary Public

My Commission Expires
KELLEY C JAMES
Notary Public, Alabama State At Large
My Commission Expires June 11, 2012

(SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the COUNTY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

PENDER COUNTY, NORTH CAROLINA

BY: _____
Rick Benton,
County Manager

ATTEST:

_____
_____, County Clerk

APPROVED AS TO FORM:

_____
Trey Thurman, County Attorney

COUNTY ACCOUNTANT'S CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the 23rd day of July, 2009.

_____
Finance Officer

PENDER COUNTY
DEBRIS SITE MANAGEMENT AND DISPOSAL CONTRACT

PART V – EXECUTION OF AGREEMENT

Name of Company: ***Crowder Gulf Joint Venture, LLP***

ATTEST: Melinda Kohnle

Ashley Ramsay
Secretary, Assistant Secretary, Trust Officer

BY: _____
President, Vice President, Assistant Vice President, Partner

~~(CORPORATE SEAL)~~
LLP

STATE OF ALABAMA

COUNTY OF MOBILE

I, Kelley C James, a Notary Public, certify that the corporation's Secretary, Assist. Secretary or Trust Officer, Mr./Mrs./Ms. Ashley Ramsay personally came before me this day and acknowledged that he (she) is the Corp. Secretary of ***CrowderGulf Joint Venture, LLP***, a limited liability partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, Assist. Vice President, or Partner Mr./Mrs./Ms. John Ramsay, ~~sealed with its Corporate Seal~~, and attested by himself (herself) as its Secretary, Assist. Secretary or Trust Officer.

WITNESS my hand and official seal this the 10th day of August, 2009.

Kelley C James
Notary Public

My commission expires: KELLEY C. JAMES Notary Public, Alabama State At Large My Commission Expires June 11, 2012

(SEAL)