

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

June 4, 2018

3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Resolution Concerning the Abandonment of SR 1478 Price Road
Request that the Board of Commissioners approve a Resolution concerning the abandonment of SR 1478, known locally as Price Road, from the State Maintenance System.
2. Administration - Brunswick County Schools Referendum Bond Funding Advance and Athletic Improvements to South Brunswick and North Brunswick High Schools
Request that the Board of Commissioners approve the North Brunswick High School and South Brunswick High School Athletic Improvements Contracts and the associated budget amendment.
3. Administration - Coastal Engineering Consultant
Request that the Board of Commissioners consider the selection of APTIM, Inc. as the County's coastal engineering consultant of record.
4. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioner approve the draft minutes from the May 21, 2018 Regular Meeting.
5. Emergency Services - Memorandum of Agreement for Water Level Gauges
Request that the Board of Commissioners approve the Memorandum of Agreement with the North Carolina Department of Public Safety, NC Emergency Management Risk Management Division.
6. Planning/Parks & Recreation - Ash-Little River Road Property Donation
Request that the Board of Commissioners decline an offer of property donation at the intersection of Ash-Little River Road and the Caw-Caw Canal.
7. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.

-Brunswick County Schools Year End Budget Amendment

Appropriate estimated excess collections of Ad Valorem and Legislated Sales tax in excess of budget for the transfer to the schools capital reserve and to authorize the Fiscal Operations Director to adjust the budget for final collections as of June 30, 2017.

-NC Education Lottery Application

Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery Application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding

application for debt payment/bond payment in the amount of \$800,000 for FY18-19.

-Solid Waste Budget Amendment

Appropriate \$86,047 of solid waste revenues and anticipated associated expenditures for the solid waste department through June 30, 2018.

-Building Permit Revenues Budget Amendment

Appropriate building permit revenues for \$126,000 salary and fringe in Code Administration associated with growth of new construction within the County, \$16,600 salary and fringe associated with legal department, and \$94,500 salary and fringe associated with Law Enforcement Separation.

-Courthouse Expansion Budget Amendment

Appropriate fund balance of \$8,000,000 for transfer to the county capital reserve designated for the courthouse expansion project. The actual transfer will be contingent upon fiscal year 2018 year end results.

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate \$5,358 of insurance proceeds for use in vehicle repairs to wrecked vehicles in the sheriff's office.

-Airport Grant Modification Budget Amendment

Transfer \$339,617 of NCDOT grant funding and \$37,736 of cash match from airport grant 36244.58.8.3 to airport grant 36244.58.10.3 as requested in the current NC Department of Transportation change request and grant modification. The original grant amount and cash match were approved at the 11/7/2016 Board of Commissioner's meeting.

-Water Fund Revenues Budget Amendment

Appropriate \$1,330 of education program fees for training expenses necessary to provide necessary training classes.

-Health Services Donation Budget Amendment

Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible and distribute on a first come, first serve basis once client needed has been verified.

-Health Services Diabetes Education Budget Amendment

Appropriate \$649 of funds received from Martin-Tyrell-Washington District health department which provides regional assistance for diabetes education. These funds will provide patient education materials.

-Occupancy Tax Budget Amendment

Appropriate Occupancy Tax revenue of \$200,000 and corresponding expenditures for projected occupancy tax thru June 30,2018.

-Workers Compensation Budget Amendment

Appropriate fund balance of \$450,000 to ensure available budget for claims not paid at year end for accruals.

8. Sheriff's Office - Assignment of Equipment Storage Space

Request that the Board of Commissioners approve the Sheriff's Office's space

assignment of the former Hickman Library to be used for storage.

9. Utilities - 2017 Local Water Supply Plan
Request that the Board of Commissioners approve the attached resolution adopting the 2017 Local Water Supply Plan.
10. Utilities - AECOM Contract Amendment #3
Request that the Board of Commissioners approve Contract Amendment No. 3 with AECOM Technical Services of North Carolina, Inc., in the amount of \$33,351.04 for engineering services associated with the NCDOT R-5021 Highway 211 widening project from Midway Road to Highway 87. These costs will be reimbursed by NCDOT.
11. Utilities - WBRWWTP Oak Island Repump Station Repair Work
Request that the Board of Commissioners approve issuance of a purchase order in the amount of \$220,600 for unexpected repair work at the West Brunswick Regional Wastewater Treatment System Oak Island Repump Station.

VI. Administrative Report

1. Administration - Fire Service Standards and Request of Fire Commission (Malcolm Smith, Fire Administrator)
Request that the Board of Commissioners consider the recommended Fire Services Standards proposed by the Brunswick County Fire Commission and the Commission's request for further direction.
2. Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)
Request that the Board of Commissioners consider offers that have been submitted for surplus parcels.
3. Attorney - Tax Supervisor Appointment Term, Oath of Office, Order to Collect (Bob Shaver, County Attorney, and Frank Williams, Chairman)
Request that the Board of Commissioners appoint Mr. Jeff Niebauer to serve as Brunswick County Tax Supervisor through June 30, 2022 per NCGS 105-294 and that he also be given the Oath of Office for Tax Collector and Tax Assessor, and the Order to Collect through June 30, 2022.
4. Engineering - Water and Sewer Main Extension Policies Update (Wm. L. Pinnix, P.E., Engineering Director)
Request that the Board of Commissioners review and approve the updated Neighborhood Petition Special Assessment District (SAD) Water & Sewer Main Extension policy and the County Enterprise Funded Water & Sewer Main Extension policy.
5. Operation Services - Disaster Debris Management Contract (Stephanie Lewis)
Request that the Board of Commissioners receive information and provide direction in regards to the Disaster Debris Management Contract.

VII. Other Business/Informal Discussion

VIII. Closed Session

1. Closed Session
Request Board to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with the Board's attorney and G.S. 143-318-11(a)(1) to approve Closed Session Minutes.

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

From:
Andrea White

Action Item # V. - 1.
Administration - Resolution Concerning the Abandonment of SR
1478 Price Road

Issue/Action Requested:

Request that the Board of Commissioners approve a Resolution concerning the abandonment of SR 1478, known locally as Price Road, from the State Maintenance System.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a Resolution concerning the abandonment of SR 1478, known locally as Price Road, from the State Maintenance System.

ATTACHMENTS:

Description

- ☐ NCDOT Request to Abandon SR 1478 Price Road
- ☐ Resolution Concerning the Abandonment of SR 1478 Price Road



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

May 16, 2018

Andrea G. White, Clerk to the Board
Brunswick County Commissioners
P. O. Box 249
Bolivia, NC 28422

Subject: Proposed Abandonment of Price road SR 1478
(NCDOT Division File No. 1196-B)

Dear Ms. White:

This office is forwarding a request for the abandonment of SR 1478 Price road from the state maintenance system in accordance with GS 136-63. After the Board's consideration, please furnish this office with the current county resolution or denial of petition. If you need further assistance, please contact me at (910) 398-9100.

Thank you,

A handwritten signature in black ink, appearing to read "John Diaz".

John Diaz
Engineering Specialist I

Attachments; copy of petition, parcel maps and locator map



East Coast Engineering & Surveying, P.C.

ENGINEERS•PLANNERS•SURVEYORS

April, 20, 2018

Mr. John D Diaz
Engineering Technician Advanced
Division 3 District 3
300 Division Drive
Wilmington, NC 28401-8883

RECEIVED
APR 26 2018
NC DOT
DISTRICT 3

Re: Abandonment Petition SR1478

Dear Mr. Diaz:

Enclosed please find a completed abandonment petition form from Mr. and Mrs. Sauls, the adjacent property owners and copies of a Brunswick County GIS map and Right of Way Exhibit Map prepared by this office for your use. Abandonment of this portion of roadway would not landlock any properties and would be beneficial to the Sauls in future use of the property since the current alignment severs a portion of their property between SR1138 and SR1478. If we can provide you with any additional information regarding this request, please feel free to call upon us at 910-754-8029.

Yours truly,



Robert E. Tucker, PE
Vice President – Director of Engineering

Cc: Lawrence Sauls

attachments

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

RECEIVED
APR 26 2018
NC DOT
DISTRICT 3

North Carolina

County of Brunswick

Petition request for the abandonment of Secondary Road +/- 322 lf SR1478 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road this portion of SR1478
in Brunswick County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

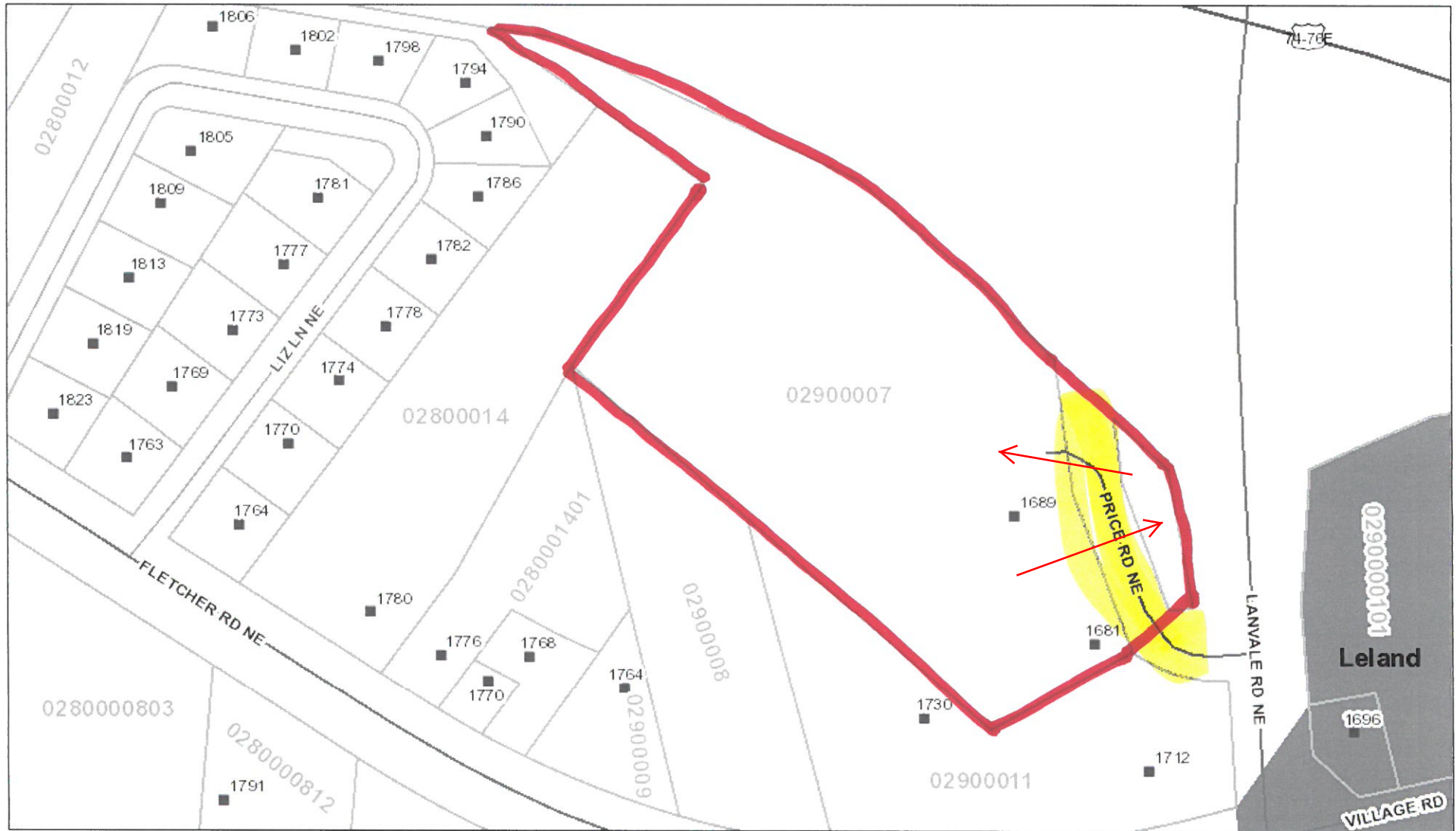
Sauls, Lawrence J. and Louise L

3330 Bragg Rd, Wilmington, NC 28409

Lawrence J. Sauls Louise L. Sauls

4/11/18

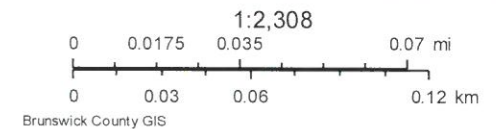
Brunswick County GIS Data Viewer



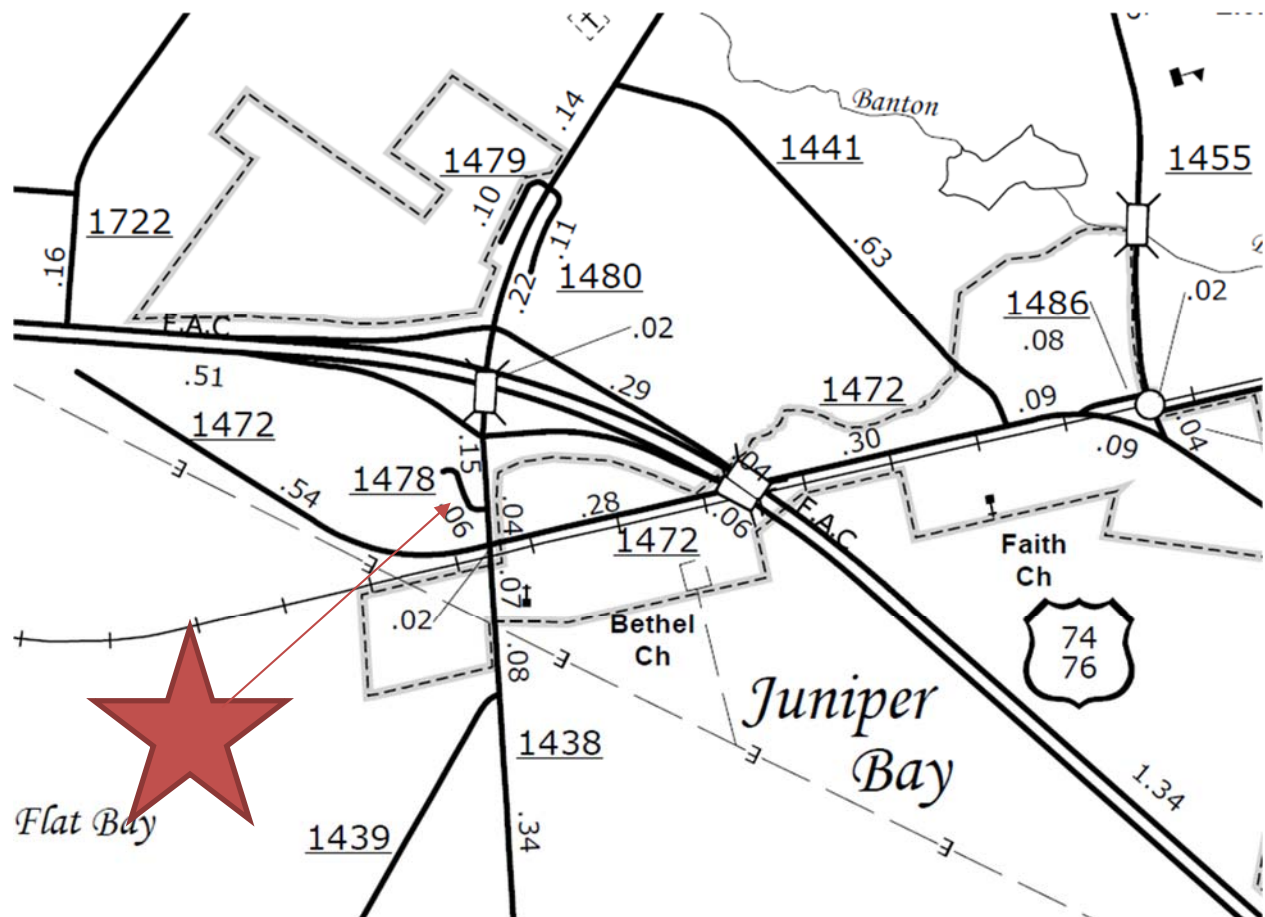
4/11/2018 12:02:51 PM

■ Addresses	— US Hwy	— Minor	□ Parcel
Roads	— NC Hwy	Parcels	
— Interstate	— State Road	▨ Condo	

RECEIVED
APR 26 2018
NC DOT
DISTRICT 3



Brunswick County GIS
 Brunswick County GIS |



County of Brunswick
Office of the County Commissioners



RESOLUTION CONCERNING THE ABANDONMENT OF SR 1478 PRICE ROAD

WHEREAS, property owners Lawrence J. and Louise L. Sauls have petitioned the North Carolina Department of Transportation to abandon Secondary Road 1478, known locally as Price Road, from the State Maintenance System; and

WHEREAS, NCDOT has submitted to the Brunswick County Board of Commissioners a request for a review and recommendation for the road abandonment; and

WHEREAS, staff has reviewed the request and has determined that no property owners would be deprived of ingress or egress.

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners has reviewed this request and recommends to the North Carolina Department of Transportation the abandonment of Secondary Road 1478 as described above.

This the 4th day of June , 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

From:

Ann Hardy

Action Item # V. - 2.

Administration - Brunswick County Schools Referendum Bond Funding Advance and Athletic Improvements to South Brunswick and North Brunswick High Schools

Issue/Action Requested:

Request that the Board of Commissioners approve the North Brunswick High School and South Brunswick High School Athletic Improvements Contracts and the associated budget amendment.

Background/Purpose of Request:

The Board of Education request the ability to move forward with the North and South Brunswick High Schools athletic improvements prior to July 1, 2018. The athletic improvements are projects identified as part of the approved school bond referendum.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance appropriates \$6,550,750 in bond proceeds for NBHS and SBHS athletic improvements to for contract award.

Approved By County Attorney:

Advisory Board Recommendation:

Approved by the Board of Education

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the North Brunswick High School and South Brunswick High School Athletic Improvements Contracts and the associated budget amendment.

ATTACHMENTS:

Description

- ❑ 20180604 Attach BCS Funding Advance Resolution Athletic Improvements
- ❑ 20180604 Budget Amendment Bond Referendum Project
- ❑ 20180604 CPO 2016 Bond Referendum Projects
- ❑ 20180604 Attach Contract - Athletics Improvement for Brunswick County Schools

Capital

9

BRUNSWICK COUNTY SCHOOLS BUDGET AMENDMENT

At a meeting held on the 22nd day of May, 2018, the Brunswick County Board of Education passed the following resolution:
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2018.

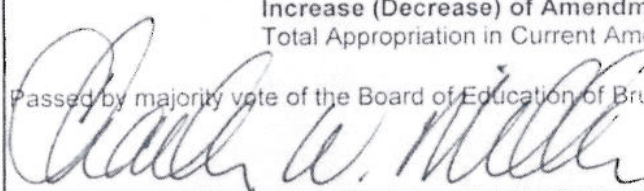
Budget Code	Description of Code	Expenditures	Revenues
4 9038 695 527	Athletic Improvements, NBHS, SBHS	6,550,750.00	
4 4110 695	County Appropriation - Advance of Bond Proceeds		6,550,750.00
	Total	6,550,750.00	6,550,750.00

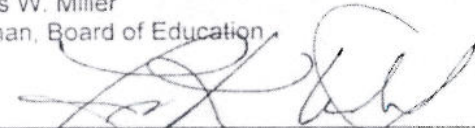
Explanation:

Brunswick County advance of Bond proceeds for athletic facility projects

Total Appropriation in Current Year Budget	46,305,375.38
Increase (Decrease) of Amendment	6,550,750.00
Total Appropriation in Current Amended Budget	<u>52,856,125.38</u>

Passed by majority vote of the Board of Education of Brunswick County on the 22nd day of May, 2018,


Charles W. Miller
Chairman, Board of Education


Leslie K. Tubb
Secretary, Board of Education

We, the Board of Commissioners of Brunswick County, hereby approve the changes to the BCS Capital Outlay funds as presented

Frank Williams
Chairman, Board of Commissioners

Date

Request Info	
Type	Budget Amendment
Description	Bond Referendum Athletic Improvements
Justification	Board Meeting 06/04/2018-Appropriate \$6,550,750 of advanced funding of bond proceeds to the bond referendum project for athletic improvements at NBHS and SBHS.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428217	391000	2016 Bond Referendum Projects	Proceeds Frm GO Debt	6550750	Increase	Credit
428217	464002	2016 Bond Referendum Projects	Construction	6500750	Increase	Debit
428217	412990	2016 Bond Referendum Projects	Salary and Wages - Reimburse	50000	Increase	Debit

Total	
Grand Total:	13101500

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Bond Referendum Projects
(428217)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Schools Capital Projects Fund:

Bond Referendum Projects

Revenues:

Proceeds from GO Debt	18,540,950
Transfer from General Fund	<u>2,840,000</u>
Total School Capital Project Fund Revenues	\$ 21,380,950

Expenditures:

Salary & Wages	200,000
Arch/Eng/Legal	2,900,000
Construction	<u>18,280,950</u>
Total School Capital Project Fund Expenditures	\$ 21,380,950

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$ 2,840,000
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 2,840,000
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the June 4, 2018 meeting of the Brunswick County Board of Commissioners.

BID ADVERTISEMENT FOR PUBLICATION – Rebid

PROJECT: Athletic Improvements for Brunswick County Schools
LOCATION: Leland, North Carolina and Southport, North Carolina
OWNER: County of Brunswick, North Carolina
Bolivia, North Carolina 28422
Contact: Craig Eckert

The Owner will receive sealed bids until the bid time and date at the location below for the Athletic Improvements at North Brunswick and South Brunswick High Schools consisting of three new fieldhouse structures and two additions to the existing school building.

Single-Prime (all trades)

BID SUBMITTAL

The Owner will consider Single-prime (all trades) bids. The provisions of North Carolina General Statutes 143-128, including guidelines for single-prime and minority business enterprise participation, shall be observed in letting and executing the Work. Applicable provisions of North Carolina General Statutes Chapter 87 shall be observed in the receiving of bids and awarding of contracts. Bidders must submit with each bid acceptable bid security in the form of a bid bond, a certified check, a cashier's check, or a money order (no cash) in the name of the Owner in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 90 days following opening of bids. The Owner reserves the right to reject any and all bids and to waive minor informalities and irregularities.

Bid Date: **May 8, 2018**

Bid Time: **2:00p.m. local time, for single-prime (all trades) bids only**

Location: 199 Sessions Drive, Bolivia, NC 28422

Bids will be thereafter publicly opened and read aloud.

DOCUMENTS

Electronic plans and specifications for this project can be obtained from the Raleigh office of Boomerang Design, 6131 Falls of Neuse Road, Suite 204, Raleigh, NC 27609, during normal office hours. Contractor will need to submit a letter of interest with contact information to RaleighBids@ThinnkBoomerang.com.

and at the following plan rooms:

- Construct Connect (iSqFt/CMD/CDC/Bid Clerk/AGC)
- Construction Journal
- Dodge Data
- Minority Contractors Association (MMCA)
- Myrtle Beach Plan Room

BID SUBMITTAL

Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for the period disclosed in the Form of Bid. The Owner reserves the right to reject any and all bids and to waive minor informalities and irregularities.

All questions and requests for information may be sent to RaleighBids@ThinnkBoomerang.com.

By: Craig Eckert
Brunswick County Schools

Firms Contacted/Plan Holders for Athletic Improvements

RaleighBids@ThinkBoomerang.com

To:

Craig Eckert (Brunswick County Schools); Jack Doyle (Brunswick County Schools); Scott Ennis, PE (Progressive Design Collaborative); Dan Paist (Progressive Design Collaborative); Ryan Crawford, PE (Progressive Design Collaborative); Dave Uhland, PE (LHC Structural Engineers); Nick Lauretta (WK Dickson & Co Inc); Bid Ocean's Plan Room (Bid Ocean); Construct Connect's Plan Rooms (Construct Connect); Construction Journal's Plan Room (Construction Journal); Dodge's Plan Room (Dodge Data & Analytics); Margaret 'Peggy' Munch (Construction Journal); MMCA's Plan Room Attendant (Metrolina Minority Contractors Association); Myrtle Beach Plan Room (Carolinas Plan Room); Plan Room (Construction Resource Center of Durham); Plan Room (The Blue Book Building & Construction Network); Bryan Thomas (WK Dickson & Co Inc); Gary Ogden (Welch Construction Inc); Rich Karabin (ARGO Systems LLC); Dean Jacobs (Team Synergy LLC); Spence Bardeen (Beacon Roofing Supply); Jill Sullivan (Thomas Construction Group); Damon Jones (Daniels and Daniels Construction Co Inc); Jim Beam (Group III Mgt Inc); Kate Carter Lee (Graka Builders Inc); Jason Rogers (Carolina Creations Landscapes Inc); Tommy Griffin (Thomas Construction Group); Joe Mobley (Daniels and Daniels Construction Co Inc); Pleas Webster (Carolina Creations Landscapes Inc); Chris Akstin (ARGO Systems LLC); Gregg Wilson (Siteone Landscape Supply); Alex Herndon (Bordeaux Construction Co); China Ferrell (Baker Roofing)

1716 - BCS Athletic Improvements --- Plan Holders

DATE: 4/6/2018

NAME	COMPANY NAME	E-MAIL	PHONE	MOBILE
GENERAL CONTRACTORS				
Chris Akstin	cakstin@argo-sys.com	ARGO Systems LLC	910-363-4158	703-955-9917
Rich Karabin	rkarabin@argo-sys.com	ARGO Systems LLC	910-363-4158	910-269-9547
Alex Herndon	estimating@BordeauxConstruction.com	Bordeaux Construction Co	919-220-1141	
Damon Jones	damonj@danddccc.com	Daniels and Daniels Construction Co Inc	919-778-4525	
Joe Mobley	joem@danddccc.com	Daniels and Daniels Construction Co Inc	919-778-4525	
Kate Carter Lee	kcarterlee@grakabuilders.com	Graka Builders Inc	910-642-8342	
Jim Beam	jbeam@ec.rr.com	Group III Mgt Inc	910-763-4804	910-620-9129
Jill Sullivan	jsullivan@thomasconstructiongroup.com	Thomas Construction Group	910-799-2295	910-297-8202
Tommy Griffin	estimating@thomasconstructiongroup.com	Thomas Construction Group	910-799-2295	
Gary Ogden	GOgden@WelchConInc.com	Welch Construction Inc	843-839-0151	843-283-9623
SUBCONTRACTORS				
Spence Bardeen	sbardeen@bestdist.com	Beacon Roofing Supply	919-779-6210	
Alex Herndon	estimating@BordeauxConstruction.com	Bordeaux Construction Co	919-220-1141	
Jason Rogers	jrogers@carolinacreation.com	Carolina Creations Landscapes Inc	910-775-6411	
Pleas Webster	pwebster@carolinacreation.com	Carolina Creations Landscapes Inc	910-443-0414	910-465-6488
Gregg Wilson	wwilson@siteone.com	Siteone Landscape Supply		
PLAN ROOMS				
Bid Ocean's Plan Room	Bid Ocean	bids@bidocean.com		
Construct Connect's Plan Rooms	Construct Connect	Content@ConstructConnect.com	770-209-3386	
Construction Journal's Plan Room	Construction Journal	Bids@ConstructionJournal.com	800-880-2309 x300	
Dodge's Plan Room	Dodge Data & Analytics	Dodge.Docs@constructionjournal.com	866-796-0668	
Margaret 'Peggy' Munch	Construction Journal	m.munch@constructionjournal.com	800-785-5165	
MMCA's Plan Room Attendant	Metrolina Minority Contractors Association	MMCA@mmcaofcharlotte.org		
Myrtle Beach Plan Room	Carolinas Plan Room	mcgeecadd06@aol.com	843-916-9800	
Plan Room	Construction Resource Center of Durham	RBrown@theinstitutenc.org	919-956-8889	
Plan Room	The Blue Book Building & Construction Network	dlounsbury@thebluebook.com	800-431-2584	



May 11, 2018

Mr. Craig Eckert
Director of Capital Projects & Planning
Brunswick County Schools
35 Referendum Drive
Bolivia, NC 28422

RE: Athletic Improvements for Brunswick County Schools – Bid Package 1

SUBJECT: Award Recommendation

COMM. NO.: 1716 FILE NO.: C1.0

Dear Craig:

Bids for the Athletic Improvements at North and South Brunswick High Schools were received on May 8th, 2018, and Bordeaux Construction Company, Inc. is the apparent, responsible low bidder when calculating the base bid and all accepted alternates.

Boomerang Design recommends award to Bordeaux Construction Co., Inc. for the bid in the amount of \$6,550,750 (Base bid plus all accepted alternates) based upon their past performance and successful projects with our office.

Attached, please find a copy of the Certified Bid Tab.

Please contact our office should you have any questions or require additional information.

Sincerely,

Stephen H. Wilt

Enclosure

SP

PROJECT: BCS High School Athletic Improvements
COMM NO: 1716
BID DATE: 5/8/2018
BID LOCATION: 199 Sessions Drive, Bolivia, NC 28422
FILE NO: B - 8.1
BID DUE: 2:00 p.m.



BID TABULATION SHEET - SINGLE PRIME CONTRACTOR - COMBINED BID

CONTRACTOR	LIC #	BID BOND	Addenda						AFFIDAVITS		BASE BID	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5
			1	2	3	4	5	6	MBE	E-Verify						
Bordeaux Construction	9266-U	X	X	X	X	X	X	X	X	X	\$6,305,000	\$0	\$18,000	\$207,500	\$20,250	\$45,000
Daniels and Daniels	23697	X	X	X	X	X	X	X	X	X	\$6,660,000	\$0	\$0	\$96,000	\$20,000	\$0

INTENT TO
 AWARD

Alternate 1: Owner's preferred Hardware Package.
 Alternate 2: Owner's preferred Controls manufacturer.
 Alternate 3: Civil Drawings for field replacement at NBHS.
 Alternate 4: Roadway pavement extension.
 Alternate 5: Owner's preferred Video Surveillance System.

Confirmation Bid Tabulation Sheet
 Boomerang Design
 BY:

OWNER-CONTRACTOR AGREEMENT

PROJECT NAME: Athletic Improvements for Brunswick County Schools – Bid Package #1

SCHOOL NAME: North and South Brunswick High Schools

THIS AGREEMENT, in four (4) copies, made this 11th day of May, Two Thousand and Eighteen by and between the County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address is 30 Government Center Drive, NE Bolivia NC 284225 Referendum Drive NE, Bolivia, NC 28422 and Bordeaux Construction Co., Inc. (herein referred to as the "Contractor"), whose mailing address is 135 E. Martin St., Raleigh, NC 27601. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the construction of Athletic Improvements for Brunswick County Schools, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Six Million Five Hundred Fifty Thousand Seven Hundred Fifty Dollars (\$6,550,750.00) herein referred to as the "Contract Sum". This amount includes the based bid and the Alternates in Section 2.2

5.2 Unit Prices are established as follows for the Project:

Unit Price No. 2.1	Unsatisfactory Soils Excavation and Replacement with Clean Sand (Mass)	\$25.00/cu. yd.
Unit Price No. 2.2	Unsatisfactory Soils Excavation and Replacement with #57 Washed Stone (Trench)	\$35.00/cu. yd.
Unit Price No. 2.3	Rock Excavation and Replacement (Mass)	\$150.00/ton
Unit Price No. 2.4	Provide and Install Geotextile Fabric	\$5.00/sq. yd.

Article 6

PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Design Consultant an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions, except that the 10% retainage held shall be reduced to 5%. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor Five set(s) of drawings and Five set(s) of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, the County Of Brunswick, North Carolina (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Bordeaux Construction Company, Inc (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

COUNTY OF BRUNSWICK, NORTH CAROLINA

_____(Seal)

County Manager

_____(Seal)

Clerk to the Board of Commissioners

This contract was approved by the Board on the 14th day of May, 2018.


BORDEAUX CONSTRUCTION COMPANY, INC

By: _____
J. Blair Bordeaux (Print Name), President

ATTEST:

Rachel Sayre *R. Sayre*
Assistant Corporate Secretary



This Instrument Has Been Preaudited In The Manner Required By The School Budget And Fiscal Control Act	This Instrument Has Been Preaudited In The Manner Required By The Local Government Budget And Fiscal Control Act
	
Ereyja Cahill, Finance Officer Charlie Wisse Assistant FO Brunswick County Schools	Julie A. Miller,, Director Of Fiscal Operations, Brunswick County, North Carolina

4.9038. 695. 527. 326. 527.10	2,481,750.00
4.9038. 695. 527. 326. 521.10	207,500.00
4.9038. 695. 527. 326. 522.10	700,000.00

4.9038. 695. 527. 334. 527.10	2261,500.00
4.9038. 695. 527. 334. 522.10	675,000.00
4.9038. 695. 527. 334. 525.10	225,000.00

**PERFORMANCE
BOND**

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

Bond No.: 106913239

CONTRACTOR:

(Name, legal status and address)

Bordeaux Construction Company, Inc.
135 E. Martin St. #101
Raleigh, NC 27601

OWNER:

(Name, legal status and address)

County of Brunswick
30 Government Center Drive NE
Blivia, NC 28422

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

CONSTRUCTION CONTRACT

Date: May 11, 2018

Amount: \$ 6,550,750.00

Six Million Five Hundred Fifty Thousand Seven Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Athletic Improvements for Brunswick County Schools - Bid Package #1

BOND

Date: May 15, 2018

(Not earlier than Construction Contract Date)

Amount: \$ 6,550,750.00

Six Million Five Hundred Fifty Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ X

None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: Bordeaux Construction Company, Inc.
(Corporate Seal)

Signature: 
Name and Title: J. Blair Bordeaux, President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: Travelers Casualty and Surety Company of America
(Corporate Seal)

Signature: 
Name and Title: Donna M. Pianeta, Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Willis of North Carolina, Inc.
P.O. Box 31817
Charlotte, NC 28231-1817
704-376-9161

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Company:

(Corporate Seal)

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

**PAYMENT
BOND**

Travelers Casualty and Surety Company of America
Hartford, Connecticut 06183

Bond No.: 106913239

CONTRACTOR:
(Name, legal status and address)

Bordeaux Construction Company, Inc.
135 E. Martin St. #101
Raleigh, NC 27601

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

County of Brunswick
30 Government Center Drive NE
Blivia, NC 28422

CONSTRUCTION CONTRACT

Date: May 11, 2018

Amount: \$ 6,550,750.00

Six Million Five Hundred Fifty Thousand Seven Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Athletic Improvements for Brunswick County Schools - Bid Package #1

BOND

Date: May 15, 2018

(Not earlier than Construction Contract Date)

Amount: \$ 6,550,750.00

Six Million Five Hundred Fifty Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: Bordeaux Construction Company, Inc.
(Corporate Seal)

Signature: 
Name and Title: J. Blair Bordeaux, President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: Travelers Casualty and Surety Company of America
(Corporate Seal)

Signature: 
Name and Title: Donna M. Planeta
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Willis of North Carolina, Inc.
P.O. Box 31817
Charlotte, NC 28231-1817

704-376-9161

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106913239

Principal: Bordeaux Construction Company, Inc.

OR

Project Description: Athletic Improvements for Brunswick County
Schools - Bid Package #1

Obligee: County of Brunswick

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna M. Planeta** of the City of **Charlotte**, State of **NC**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **June, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company


St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Senior Vice President

On this the **24th** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2018

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



BORDCON-02

MAIRINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2018

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

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

PRODUCER Trisure Corporation - HS 325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Melanie A. Airington	
	PHONE (A/C, No, Ext): (919) 469-2473	FAX (A/C, No): (919) 467-4987
	E-MAIL ADDRESS: mairington@trisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company (The)	25623
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D : Selective Ins. Co. of America	12572
	INSURER E : Tokio Marine Specialty	23850
	INSURER F :	

INSURED
Bordeaux Construction Company, Inc.
#101
135 E Martin St
Raleigh, NC 27601

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
SR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	DTCO2F979366PHX17	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Bene \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll \$500	X	X	DT8102F979366TIL17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP4K009166	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	UB8J493303	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk	X		S 2343763	07/01/2018	07/01/2019	Limit \$ 6,550,000
E	Prof/Pollution			PPK1791615	03/12/2018	03/12/2019	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment QT6607F242185COF17 (The Charter Oak Fire Insurance Co.) NAIC#25615 12/31/17-12/31/18 Leased/Rented Equipment Limit 150,000

Operations of the Named Insured covered by the above referenced policies.

Project: North Brunswick & South Brunswick High School Athletic Field
County of Brunswick, North Carolina and Brunswick County Board of Education are listed as additional insured with respect to General Liability, Auto liability and umbrella liability on a primary and non-contributory basis. Waiver of subrogation also applies to liability policies above in favor of the certificate holder.

CERTIFICATE HOLDER	CANCELLATION
County of Brunswick, North Carolina, Brunswick County Board of Education 35 Referendum Drive Bolivia, NC 28422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8J493303-17-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|---|--|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

BID ENCLOSED:
Athletic Improvements for Brunswick County Schools

Date and Time of Bid Opening

Tuesday, May 8th, 2018 @ 2:00pm

Turn In Location

Brunswick County Schools
199 Sessions Drive
Bolivia, NC 28422

Bidder's Name:

Bordeaux Construction Company, Inc.

Bidder's Address:

135 E. Martin St., #101, Raleigh, NC 27601

NC State Contractor's License Number: 9266-U

NC State Contractor's License Expiration: 12/31/18

NC State Contractor's License Classification: Unclassified

SECTION 00 42 13 - BID FORM - SINGLE PRIME CONTRACT

Athletic Improvements for
Brunswick County Schools
Brunswick County, North Carolina

Bidder: Bordeaux Construction Company, Inc.

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT

The undersigned Bidder, having carefully examined the Bidding Requirements, Agreement, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda as prepared by Boomerang Design, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled Allowances, necessary to complete the construction of:

Single-Prime (all trades) Contract

for the above-named project, in accordance with the Contract Documents prepared by Boomerang Design, for the sum of:

Six million three hundred

Dollars (\$ 6,305,000)

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

Dollars (\$ _____)

the stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

SUBCONTRACTS

Following are subcontractors selected to perform the three major subdivisions of the Work as described in G.S.143-128(a):

	Company Name	License Number
Plumbing Work	<u>Garnett Construction Services</u>	<u>16024</u>
Bid:	<u>Five hundred, fifteen thousand two hundred and fifty</u>	Dollars (\$ <u>515,255</u>)
HVAC Work	<u>I.S.P.C.</u>	<u>29163</u>
Bid:		Dollars (\$ <u>1,180,000</u>)
Electrical Work	<u>Allegiance Electrical</u>	<u>17532-U</u>
Bid:		Dollars (\$ <u>543,500</u>)

The following companies shall execute subcontracts for the portions of the Work indicated:

Company Name

Masonry Work _____
Roofing Work _____

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect and shall fully complete all work for the project as a whole within the time indicated in the General Conditions. Applicable liquidated direct damages shall be as stated in the General Conditions.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges the receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 4/05/2018
Addendum No. 2, dated 4/12/2018
Addendum No. 3, dated 4/13/2018
Addendum No. 4, dated 4/18/2018
Addendum No. 5, dated 4/18/2018
Addendum No. 6, dated 4/23/2018

BID SUPPLEMENTS

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Form Supplement - Minority Business Participation - Affidavit of Good Faith Effort
 Bid Form Supplement - Allowances
 Bid Form Supplement - Alternates
 Bid Form Supplement - Unit Prices
 Bid Form Supplement: Bid Security
 E-Verify Affidavit

CONTRACTOR'S LICENSE

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID

Respectfully submitted this 8th day of May, 2018

Witness:



By: Bordeaux Construction Company, Inc.
 (Name of bidding firm or corporation)

By: 
 (Signature)

J. Blair Bordeaux
 (Type or print name)

Title: President
 (Owner/Partner/President/Vice Pres.)

Address: 135 E. Martin St., #101
Raleigh, NC 27601

Phone: 919.220.1141

Fax: 919.220.1147

License: 9266-U

Federal ID No.: 56-1188790

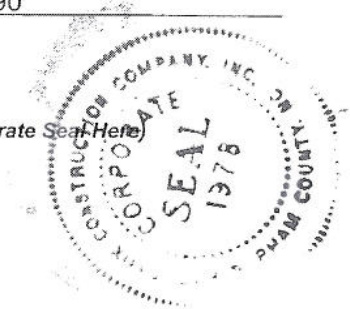
Attest:

By: Rachel Sayre 

Title: Assistant Corporate Secretary
 (Corporate Secretary or Assistant Secretary Only)

(Affix Corporate Seal Here)

END OF DOCUMENT 00 42 13



State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of Bordeaux Construction Company, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☒ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/8/2018 Name of Authorized Officer: J. Blair Bordeaux

Signature: [Signature]
Title: President



State of NC, County of Wake
Subscribed and sworn to before me this 8th day of May 2018
Notary Public Santita R. Rose
My commission expires 11/11/2018

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

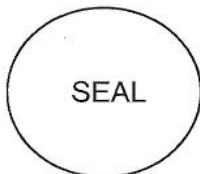
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

1.1 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the amounts proposed to be added to the Base Contract Sum if particular Alternates are accepted by the Owner.
- B. If the Alternate does not affect the Base Contract Bid Sum, the bidder shall write in the space provided "NO CHANGE."
- C. If the Alternate does not affect the Work of his/her contract, the bidder shall write in the space provided "NOT APPLICABLE."
- D. The bidder shall be responsible for determining from the Contract Documents the affects of each Alternate on the Contract Time and/or Contract Sum.
- E. The Owner reserves the right to accept or reject any alternate and to amend the Contract accordingly during the period of the contract.
- F. Acceptance or nonacceptance of any Alternates by the Owner shall have no affect on the Contract Time unless the Schedule of Alternates below provides a formatted space for the adjustment of the Contract Time.

1.3 SCHEDULE OF ALTERNATES

- A. Alternate 1: Indicate the amount to add or deduct from the base bid to provide Owner's preferred hardware package as described in Division 01, "Alternates."

ADD ☒

No Change 0 dollars DOLLARS (\$ 0)

DEDUCT ☐

- B. Alternate 2: Indicate the amount to add or deduct from the base bid to provide Owner's preferred controls manufacturer as described in Division 01, "Alternates."

ADD ☒

Eighteen thousand zero dollars DOLLARS (\$ 18,000)

DEDUCT ☐

- C. Alternate 3: Indicate the amount to add or deduct from the base bid to provide work shown on Alternate 3 Civil Drawings for field replacement at NBHS as described in Division 01, Section "Alternates."

ADD ☒

two hundred and seven thousand DOLLARS (\$ 207,500)

DEDUCT ☐

- D. Alternate 4: Indicate the amount to add or deduct from the base bid to provide work described as Alternate 4 for roadway pavement extension as described in Division 01, Section "Alternates."

ADD ☒

twenty thousand two hundred DOLLARS (\$ 20,250)

DEDUCT ☐

- E. Alternate 5: Indicate the amount to add or deduct from the base bid to provide Owner's preferred Video Surveillance System as described in Division 01, Section "Alternates."

ADD ☒

forty five thousand DOLLARS (\$ 45,000)

DEDUCT ☐

zero cents

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 2018

By: Bordeaux Construction Company, Inc.
(Name of bidding firm or corporation)

By: [Signature]
(Signature)

J. Blair Bordeaux
(Type or print name)

Title: President
(Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 23

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

A. Each bidder shall show below the amounts proposed to be added to or deducted from the Base Contract Sum upon adjustment of the quantity given in Unit Price Allowances in Division 01, Section "Allowances" for the actual measurement of individual items of the Work.

1.3 SCHEDULE OF UNIT PRICES – (GENERAL CONSTRUCTION CONTRACTOR AND COMBINED SINGLE-PRIME CONTRACTOR)

A. Unit Price No. 2.1: Unsatisfactory Soil Excavation and Replacement with Clean Sand (Mass) twenty five dollars zero cents DOLLARS (\$ 25.00) per cubic yard unit.

B. Unit Price No. 2.2: Unsatisfactory Soil Excavation and Replacement with #57 Washed Stone (Trench) thirty five dollars zero cents DOLLARS (\$ 35.00) per cubic yard unit.

C. Unit Price No. 2.3: Rock Excavation and Replacement (Mass) one hundred dollars and zero cents DOLLARS (\$ 100.00) per unit.

D. Unit Price No. 2.4: Provide and Install Geotextile Fabric five dollars and zero cents DOLLARS (\$ 5.00) per square yard unit.

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 2018

By: Bordeaux Construction Company, Inc.
(Name of bidding firm or corporation)

By: [Signature]
(Signature)

J. Blair Bordeaux
(Type or print name)

Title: President
(Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 22

SECTION 00 43 21 – BID SUPPLEMENT - ALLOWANCES

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the cash amounts included in the Contract Sum for use at the direction of the Owner.
- B. The total for quantity allowances shall be the total cost using Document 00 43 22 "Bid Supplement – Unit Prices" and the quantities from Section 01 21 00 "Allowances."
- C. The bidder shall be responsible for determining from the Contract Documents the affects of each Allowance on the Contract Time and/or Contract Sum.
- D. The Owner reserves the right to utilize funds identified under Allowances solely at the Owner's discretion and to amend the Contract accordingly during the period of the contract.

1.3 SCHEDULE OF ALLOWANCES – (GENERAL CONSTRUCTION CONTRACT)

- A. Quantity Allowance No. 2.1: Unsatisfactory Soils Excavation and Replacement with clean sand (Mass)
 Formula: 25.00 x 300 cubic yards = \$ 7,500
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- B. Quantity Allowance No. 2.2: Unsatisfactory Soils Excavation and Replacement with #57 washed stone (Trench)
 Formula: 35.00 x 400 cubic yards = \$ 14,000
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- C. Quantity Allowance No. 2.3: Provide and Install Geotextile Fabric
 Formula: 5.00 x 1,000 square yards = \$ 5,000
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- D. Quantity Allowance No. 4.1: Brick Allowance
 Formula: 45.00 x \$950 per 1,000 bricks = \$ 42,750
 (Quantity of Brick/1,000) (Total Cost To Be Included In Bid)
- E. Construction Contingency Allowance \$ 100,000.00

TOTAL ALLOWANCES TO BE INCLUDED IN BID (A+B+C+D+E) = \$ _____

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 2018.

By: Bordeaux Construction Company, Inc.
 (Name of bidding firm or corporation)
 By: [Signature]
 (Signature)
J. Blair Bordeaux
 (Type or print name)
 Title: President
 (Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 21

E-Verify Affidavit

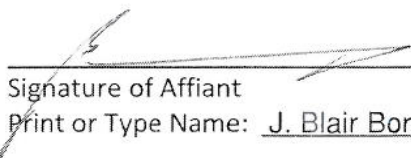
STATE OF NORTH CAROLINA

COUNTY OF Wake

I, J. Blair Bordeaux (the individual attesting below), being duly authorized by and on behalf of Bordeaux Construction Company, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8th day of May, 2018



Signature of Affiant

Print or Type Name: J. Blair Bordeaux, President

State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 8th
Day of May, 2018

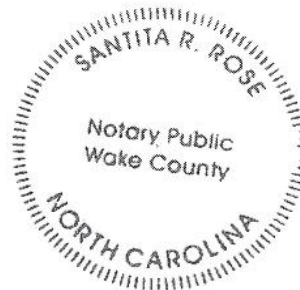
My Commission Expires: 11/11/2018

Santita R. Rose



Notary Public

(Affix Official/Notarial Seal)



State of North Carolina SECTION 304 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Bordeaux Construction Company, Inc., as principal, and
Travelers Casualty and Surety Company of America, as surety, who is duly
 licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through
County of Brunswick, as obligee, in the penal sum
 of Five Percent of Amount Bid (5%) DOLLARS, lawful money of the United
 States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 8 day of May, 2018

Athletic Improvements for Brunswick County Schools

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making
 the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the
 contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within
 ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so
 execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay
 to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided
 by G.S. 143-129.1

Bordeaux Construction Company, Inc. (SEAL)J. Blair Bordeaux, President (SEAL)Travelers Casualty and Surety Company of America (SEAL)Catherine Thompson (SEAL)
Catherine Thompson, Attorney-in-Fact

OC-7 /Sept. 86



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Catherine Thompson** of **Charlotte North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

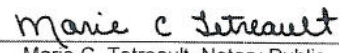
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

8 day of May, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



BORDCON-02

MAIRINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2018

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

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

PRODUCER TriSure Corporation - HS 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Melanie A. Airington	
	PHONE (A/C, No, Ext): (919) 469-2473 FAX (A/C, No): (919) 467-4987	
	E-MAIL ADDRESS: mairington@trisure.com	
INSURED Bordeaux Construction Company, Inc. #101 135 E Martin St Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company (The)	25623
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Travelers Casualty Insurance Company of America	19046
	INSURER D : Selective Ins. Co. of America	12572
	INSURER E : Tokio Marine Specialty	23850
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DTCO2F979366PHX17	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Bene \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$500	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DT8102F979366TIL17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP4K009166	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/>	UB8J493303	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk			S2342704	07/01/2018	07/01/2019	Limit 3,507,300
E	Prof/Pollution			PPK1791615	03/12/2018	03/12/2019	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment QT6607F242185COF17 (The Charter Oak Fire Insurance Co.) NAIC#25615 12/31/17-12/31/18 Leased/Rented Equipment Limit \$150,000

Operations of the Named Insured covered by the above referenced policies.

Project: Lincoln Elementary School Addition-
County of Brunswick, North Carolina is listed as additional insured with respect to General Liability, Auto liability and umbrella liability on a primary and non-contributory basis. Waiver of subrogation also applies to liability policies above in favor of the certificate holder.

CERTIFICATE HOLDER

County of Brunswick, North Carolina
30 Government Center Drive NE
Bolivia, NC 28425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DANIELS[®]
AND
DANIELS
CONSTRUCTION CO. INC.

919-778-4525
FAX 919-778-6850

P.O. BOX 10337
Goldsboro, NC
27532

Bid Date: May 8, 2018

Bid Time: 2:00pm

Gen. Con. License #23697

Combined Prime Contract

General Contract

SEALED BID FOR:

**Athletic Improvements for Brunswick
County Schools**

**Attn: Craig Eckert / Brunswick County
Schools**

**Location: 199 Sessions Drive
Bolivia, NC 28422**



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CONSTRUCTION CO. INC.

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P.O. BOX 10337
Goldsboro, NC
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Bid Date: May 8, 2018
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SEALED BID FOR:
Athletic Improvements for Brunswick
County Schools
Attn: Craig Eckert / Brunswick County
Schools
Location: 199 Sessions Drive
Bolivia, NC 28422

SECTION 00 42 13 - BID FORM - SINGLE PRIME CONTRACT

Athletic Improvements for
Brunswick County Schools
Brunswick County, North Carolina

Bidder: Daniels & Daniels Construction Company, Inc.

BASE BID, SINGLE-PRIME (ALL TRADES) CONTRACT

The undersigned Bidder, having carefully examined the Bidding Requirements, Agreement, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda as prepared by Boomerang Design, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled Allowances, necessary to complete the construction of:

Single-Prime (all trades) Contract

for the above-named project, in accordance with the Contract Documents prepared by Boomerang Design, for the sum of:

Six million six hundred sixty thousand — 00/100 Dollars (\$6,660,000.00)

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 60 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

three hundred thirty thousand — 00/100 Dollars (\$330,000.00)
the stated amount constituting five percent (5%) of the Base Bid amount above; otherwise the cash, cashier's check, certified check, U. S. money order, or bid bond shall be returned to the undersigned.

SUBCONTRACTS

Following are subcontractors selected to perform the three major subdivisions of the Work as described in G.S.143-128(a):

	Company Name	License Number
Plumbing Work	<u>Garrett Construction</u>	<u>16024</u>
Bid:	<u>Four hundred seventy six thousand two hundred fifty five</u>	Dollars (\$ <u>476,255.00</u>)
HVAC Work	<u>Smith's Refrigeration</u>	<u>14759</u>
Bid:	<u>Seven hundred seventy three thousand four hundred sixty</u>	Dollars (\$ <u>773,460.00</u>)
Electrical Work	<u>TLS ELECTRICAL</u>	<u>178664</u>
Bid:	<u>Five hundred twelve thousand six hundred eighty</u>	Dollars (\$ <u>512,680.00</u>)

The following companies shall execute subcontracts for the portions of the Work indicated:

	Company Name
Masonry Work	<u>Manning Masonry</u>
Roofing Work	<u>Paramount Roofing</u>

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect and shall fully complete all work for the project as a whole within the time indicated in the General Conditions. Applicable liquidated direct damages shall be as stated in the General Conditions.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges the receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated	<u>April 5, 2018</u>
Addendum No. 2, dated	<u>April 12, 2018</u>
Addendum No. 3, dated	<u>April 13, 2018</u>
Addendum No. 4, dated	<u>April 18, 2018</u>
Addendum No. 5, dated	<u>April 18, 2018</u>
Addendum No. 6, dated	<u>April 23, 2018</u>

BID SUPPLEMENTS

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Bid Form Supplement - Minority Business Participation - Affidavit of Good Faith Effort
 Bid Form Supplement - Allowances
 Bid Form Supplement - Alternates
 Bid Form Supplement - Unit Prices
 Bid Form Supplement: Bid Security
 E-Verify Affidavit

CONTRACTOR'S LICENSE

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID

Respectfully submitted this 8th day of May, 20 18

Witness:

By: Daniels & Daniels Construction Company, Inc.
 (Name of bidding firm or corporation)

By: [Signature]
 (Signature)

James N. Daniels Jr.
 (Type or print name)

Title: President
 (Owner/Partner/President/Vice Pres.)

Address: PO Box 10337
Goldsboro, NC 27532

Phone: 919-778-4525

Fax: 919-778-6850

License: 23697

Federal ID No.: 56-1589955

Attest:

By: W. P. Barnes III
William P. Barnes III
 Title: Corporate Secretary
 (Corporate Secretary or Assistant Secretary Only)

(Affix Corporate Seal Here)

END OF DOCUMENT 00 42 13

SECTION 00 43 21 – BID SUPPLEMENT - ALLOWANCES

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the cash amounts included in the Contract Sum for use at the direction of the Owner.
- B. The total for quantity allowances shall be the total cost using Document 00 43 22 "Bid Supplement – Unit Prices" and the quantities from Section 01 21 00 "Allowances."
- C. The bidder shall be responsible for determining from the Contract Documents the affects of each Allowance on the Contract Time and/or Contract Sum.
- D. The Owner reserves the right to utilize funds identified under Allowances solely at the Owner's discretion and to amend the Contract accordingly during the period of the contract.

1.3 SCHEDULE OF ALLOWANCES – (GENERAL CONSTRUCTION CONTRACT)

- A. Quantity Allowance No. 2.1: Unsatisfactory Soils Excavation and Replacement with clean sand (Mass)
 Formula: 25.00 x 300 cubic yards = \$ 7,500.00
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- B. Quantity Allowance No. 2.2: Unsatisfactory Soils Excavation and Replacement with #57 washed stone (Trench)
 Formula: 90.00 x 400 cubic yards = \$ 36,000.00
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- C. Quantity Allowance No. 2.3: Provide and Install Geotextile Fabric
 Formula: 5.50 x 1,000 square yards = \$ 5,500.00
 (Contractor Unit Cost) (Total Cost To Be Included In Bid)
 (Per Section #00 43 21)
- D. Quantity Allowance No. 4.1: Brick Allowance
 Formula: 44 x \$950 per 1,000 bricks = \$ 41,800.00
 (Quantity of Brick/1,000) (Total Cost To Be Included In Bid)
- E. Construction Contingency Allowance \$ 100,000.00

TOTAL ALLOWANCES TO BE INCLUDED IN BID (A+B+C+D+E) = \$ 190,800.00

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 2018.

By: Daniels & Daniels Construction Company, Inc.
 (Name of bidding firm or corporation)
 By: [Signature]
 (Signature)
James N. Daniels Jr.
 (Type or print name)
 Title: President
 (Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 21

SECTION 00 43 22 - BID SUPPLEMENT - UNIT PRICES

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

A. Each bidder shall show below the amounts proposed to be added to or deducted from the Base Contract Sum upon adjustment of the quantity given in Unit Price Allowances in Division 01, Section "Allowances" for the actual measurement of individual items of the Work.

1.3 SCHEDULE OF UNIT PRICES - (GENERAL CONSTRUCTION CONTRACTOR AND COMBINED SINGLE-PRIME CONTRACTOR)

- A. Unit Price No. 2.1: Unsatisfactory Soil Excavation and Replacement with Clean Sand (Mass)
Twenty Five DOLLARS (\$ 25.00) per unit.
- B. Unit Price No. 2.2: Unsatisfactory Soil Excavation and Replacement with #57 Washed Stone (Trench)
Ninety DOLLARS (\$ 90.00) per unit.
- C. Unit Price No. 2.3: Rock Excavation and Replacement (Mass)
Five Hundred DOLLARS (\$ 500.00) per unit.
- D. Unit Price No. 2.4: Provide and Install Geotextile Fabric
FIVE DOLLARS — 59/100 DOLLARS (\$ 5.58) per unit.

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 20 18

By: Daniels & Daniels Construction Company, Inc.
 (Name of bidding firm or corporation)

By: [Signature]
 (Signature)

James N. Daniels Jr.
 (Type or print name)

Title: President
 (Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 22

1.1 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the amounts proposed to be added to the Base Contract Sum if particular Alternates are accepted by the Owner.
- B. If the Alternate does not affect the Base Contract Bid Sum, the bidder shall write in the space provided "NO CHANGE."
- C. If the Alternate does not affect the Work of his/her contract, the bidder shall write in the space provided "NOT APPLICABLE."
- D. The bidder shall be responsible for determining from the Contract Documents the affects of each Alternate on the Contract Time and/or Contract Sum.
- E. The Owner reserves the right to accept or reject any alternate and to amend the Contract accordingly during the period of the contract.
- F. Acceptance or nonacceptance of any Alternates by the Owner shall have no effect on the Contract Time unless the Schedule of Alternates below provides a formatted space for the adjustment of the Contract Time.

1.3 SCHEDULE OF ALTERNATES

- A. Alternate 1: Indicate the amount to add or deduct from the base bid to provide Owner's preferred hardware package as described in Division 01, "Alternates."

ADD ☐

ZERO

DOLLARS (\$ 0)

DEDUCT ☐

- B. Alternate 2: Indicate the amount to add or deduct from the base bid to provide Owner's preferred controls manufacturer as described in Division 01, "Alternates."

ADD ☐

ZERO

DOLLARS (\$ 0)

DEDUCT ☐

- C. Alternate 3: Indicate the amount to add or deduct from the base bid to provide work shown on Alternate 3 Civil Drawings for field replacement at NBHS as described in Division 01, Section "Alternates."

ADD ☒

Ninety Six thousand

DOLLARS (\$ 96,000.00)

DEDUCT ☐

- D. Alternate 4: Indicate the amount to add or deduct from the base bid to provide work described as Alternate 4 for roadway pavement extension as described in Division 01, Section "Alternates."

ADD ☒

Twenty thousand

DOLLARS (\$ 20,000.00)

DEDUCT ☐

- E. Alternate 5: Indicate the amount to add or deduct from the base bid to provide Owner's preferred Video Surveillance System as described in Division 01, Section "Alternates."

ADD ☐

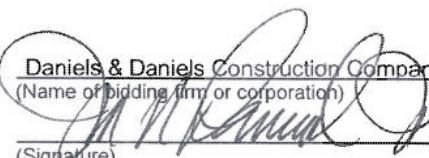
ZERO

DOLLARS (\$ 0)

DEDUCT ☐

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 8th day of May, 2018

By: Daniels & Daniels Construction Company, Inc.
(Name of bidding firm or corporation)By: 
(Signature)

James N. Daniels Jr.

(Type or print name)

Title: President
(Owner/Partner/President/Vice Pres.)

END OF DOCUMENT 00 43 23

This section includes the following attached forms:

- State of North Carolina – Affidavit A – Good Faith Effort
(To be attached to Bid)
- State of North Carolina – Affidavit B – Intent to Perform Contract with Own Workforce
(To be attached to Bid)
- State of North Carolina – Affidavit C – Portion of the Work to be Performed by Minority Firms
(To be submitted by notified low bidder)
- State of North Carolina – Affidavit D – Good Faith Efforts
(To be submitted if requirements of Affidavit C are not met)
- Identification of Minority Participation Form
(To be attached to Bid)
- Appendix E – MBE Documentation for Contract Payments
(To be submitted by awarded contractor with pay requests)

BID SUPPLEMENT 00 43 13 FORM OF BID BOND

State of North Carolina SECTION 304 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Daniels & Daniels Construction Company, Inc., as principal, and
Berkley Insurance Company, as surety, who is duly
licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through
Brunswick County, as obligee, in the penal
sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 8th day of May, 2018.

WHEREAS, the said principal is herewith submitting proposal for Athletic Improvements for Brunswick County
Schools

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the
contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof
within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to
so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith
pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as
provided by G.S. 143-129.1

Daniels & Daniels Construction Company, Inc. (SEAL)

By: James N. Daniels Jr. (SEAL)
President

Berkley Insurance Company

By: Scott D. Mathers
Scott D. Mathers, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Scott D. Mathers

USI Insurance Services National, Inc.
Raleigh, NC

Surety Bond No.: Bid Bond

Principal: Daniels & Daniels Construction Company, Inc.

Obligee: Brunswick County

Amount of Bond: See Bond Form


its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of June, 2017.

(Seal)  Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 8th day of June, 2017, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of May, 2018

(Seal) 

Vincent P. Forte
Vincent P. Forte

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wayne

(Name of Bidder)

Affidavit of Daniels & Daniels Construction Company, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

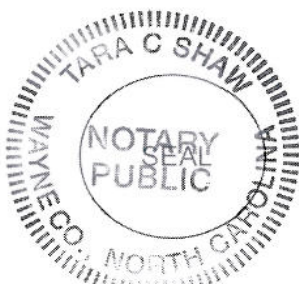
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 05/08/2018

Name of Authorized Officer: James N. Daniels Jr.

Signature: _____

Title: President



State of NC

County of Wayne

Subscribed and sworn to before me this 8th day of May 20 18

Notary Public _____

My commission expires 05/19/20

E-Verify Affidavit

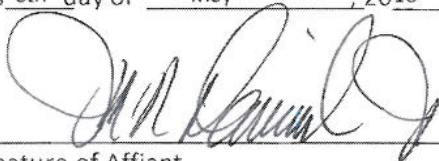
STATE OF NORTH CAROLINA

COUNTY OF Fill In County Name

I, James N. Daniels Jr. (the individual attesting below), being duly authorized by and on behalf of Daniels & Daniels Construction Company, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8th day of May, 2018



Signature of Affiant


Print or Type Name: James N. Daniels Jr.

State of North Carolina County of Wayne

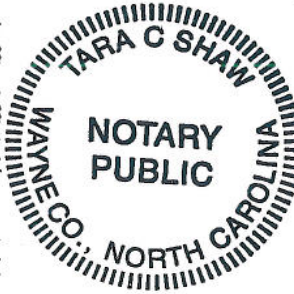
Signed and sworn to (or affirmed) before me, this 8th
the Day of May, 2018

My Commission Expires: 05/19/20

Tara C. Shaw


Notary Public

(Affix Official/Notarial Seal)





23 April 2018

Mr. Craig Eckert
County of Brunswick
199 Sessions Drive
Bolivia, NC 28422

Re: Contractor: Daniels and Daniels Construction Company, Inc., Goldsboro, NC
Project: Athletic Improvements for Brunswick County Schools
Leland and Southport, North Carolina

Dear Mr. Eckert:

It is the privilege of USI Insurance Services and Berkley Insurance Company ("Berkley") to handle the Performance and Payment Bond needs of Daniels and Daniels Construction Company, Inc. We consider them one of the more outstanding construction firms in our area. They are sufficiently financed, well managed, and capable of handling large and diverse construction projects.

We are willing to issue Bonding on behalf of Daniels and Daniels Construction Company, Inc. for single jobs of \$50,000,000 with a total uncompleted backlog of \$100,000,000, subject to a contract satisfactory to all parties. Furthermore, we are willing to consider projects outside of these parameters depending upon the size and scope of a particular project within the estimated work program at the time of bid.

Please note that the decision to issue performance and payment bonds is a matter between Daniels and Daniels Construction Company, Inc. and Berkley, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me with any questions or comments that you may have regarding our client.

Sincerely,

Berkley Insurance Company

A handwritten signature in black ink, appearing to read "Scott D. Mathers", is written over a horizontal line.

Scott D. Mathers
Attorney-in-fact

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Scott D. Mathers or Michelle A. Adams of USI Insurance Services National, Inc. of Raleigh, NC* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of January, 2018.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of April, 2018.

(Seal)

Vincent P. Forte



DANI&DA-03

LHAMLET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2018

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

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

PRODUCER TriSure Corporation - KS 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Lori F. Hamlet		
	PHONE (A/C, No, Ext): (919) 469-2473 FAX (A/C, No): (919) 467-4987		
	E-MAIL ADDRESS: lhamlet@trisure.com		
INSURED Daniels & Daniels Construction Company, Inc. PO Box 10337 Goldsboro, NC 27532	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Cincinnati Insurance Co.		10677
	INSURER B: Indian Harbor Insurance Co.		36940
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0149136	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0149136	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			EPP0149136	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof/Pollution			PEC0050149	07/01/2017	07/01/2018	Occurrence 1,000,000
A	Rent/Leased Equip			EPP0149136	07/01/2017	07/01/2018	Limit 75,000

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

A Builders Risk (Monthly Report) EPP0149136 7/1/2017-7/1/2018 \$10,000,000 Limit
Operations of the Named Insured covered by the above referenced policies.

Project: Athletic Improvements for Brunswick County Schools, Leland NC and Southport, NC.

CERTIFICATE HOLDER

CANCELLATION

County of Brunswick, North Carolina
30 Government Center Drive NE
Bolivia, NC 28422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori F. Hamlet



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1982670

DATE (MM/DD/YYYY)

4/23/2018

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

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PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365 PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Insperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43575


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C64630866	10/1/2017	10/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DANIELS & DANIELS CONSTRUCTION COMPANY, (3596600) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
Athletic Improvements for Brunswick County Schools, Leland NC and Southport, NC

CERTIFICATE HOLDER

COUNTY OF BRUNSWICK 30 GOVERNMENT CENTER DRIVE NE BOLIVIA, NC 28422	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

SECTION 00 43 93 –BIDDER'S CHECKLIST

In an effort to assist the Bidder in properly completing all bidding documentation required, the following checklist is provided for the Bidder's convenience.

- ☒ Used Bid Form provided in the Project Manual.
- ☒ Prepared Bid Form as required by Instructions to Bidders.
- ☒ Indicated on Bid Form the Addenda received.
- ☒ Attached to Bid Form: Minority Business Affidavit.
- ☒ Attached to Bid Form: Bid Supplement Form – Alternates.
- ☒ Attached to Bid Form: Bid Supplement Form – Unit Prices.
- ☒ Attached to Bid Form: Bid Supplement Form – Allowances
- ☒ Attached to Bid Form: Bid Supplement Form – E-Verify Affidavit
- ☒ Attached to Bid Form: 5% Bid Bond issued by a company licensed in the State of North Carolina OR a certified check for 5% of the bid amount.
- ☒ Bid envelope shows name and address of Bidder.
- ☒ Bid envelope shows Bidder's North Carolina Contractor's License Number.
- ☒ Bid envelope shows Name of Project being bid.
- ☒ Bid envelope shows Name of Prime Contract being bid.
- ☒ Bid envelope shows whether Bid is for Separate Prime Contract or Combined Prime Contract.
- ☒ Bid envelope shows time and day of Bid Opening.
- ☒ Verified Bidder can provide executed Performance Bond and Labor and Material Bond meeting requirements given in Instructions to Bidders.
- ☒ Verified Bidder can provide Certificates of Insurance in the amounts indicated in the General Conditions issued by a company licensed in the State of North Carolina.

END OF DOCUMENT 00 43 93



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 3.

From:

Steve Stone, Deputy County Manager

Administration - Coastal Engineering Consultant

Issue/Action Requested:

Request that the Board of Commissioners consider the selection of APTIM, Inc. as the County's coastal engineering consultant of record.

Background/Purpose of Request:

In April the County issued, in compliance with the State's "Mini-Brooks Act," a Request for Qualifications for a coastal engineering consultant. The County received 4 proposals, and a committee consisting of the Stormwater Engineer, the Cooperative Extension Director, the Senior Planner and myself reviewed the qualifications of the firms. The committee identified APTIM, Inc as the most qualified firm. We therefore recommend that the Board consider concurrence and naming of APTIM as the County's coastal engineering firm. (APTIM is the firm that prepared the Lockwood Folly Inlet Navigation feasibility study earlier this fiscal year.) Each distinct project activity will be identified as a task order to be executed under a master professional services agreement. No funding obligation is required at this time.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider the selection of APTIM, Inc. as the County's coastal engineering consultant of record.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 4.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioner approve the draft minutes from the May 21, 2018 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioner approve the draft minutes from the May 21, 2018 Regular Meeting.

ATTACHMENTS:

Description

- ▣ Draft Minutes - 2018-05-21 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
MAY 21, 2018
6:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Frank Williams, Chairman
Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Amanda Hutcheson, Public Information Officer
Capt. Mark Trull, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Chairman Williams called the meeting to order at 6:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Vice-Chairman Thompson gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda.

Chairman Williams requested to add a Closed Session to discuss a personnel matter. No other requests were made.

Commissioner Cooke recognized County Manager Ann Hardy with high remarks for the five years she has served as the County Manager and for the previous years of service with Brunswick County Schools and Brunswick County Government.

Chairman Williams moved to approve the agenda as amended to add a Closed Session. The vote of approval was unanimous.

IV. PUBLIC COMMENTS

Chairman Williams briefly reviewed the Public Comments Policy and called those who had signed up to speak. The following individuals addressed the Board:

1. Mr. Tom Sapp, resident of Oak Island, asked the Board of Commissioners to adopt a resolution in opposition to offshore drilling.
2. Ms. Alice Beane, resident of Oak Island, asked the Board of Commissioners to adopt a resolution in opposition to offshore drilling.
3. Ms. Carolee Morris, resident of Southport, asked the Board of Commissioners to have a resolution opposing offshore sonar blasting and drilling.
4. Mr. Tom Simmons, resident of Boiling Spring Lakes, requested that the Board of Commissioners listen to the people of Brunswick County and adopt a resolution in opposition to offshore drilling.
5. Ms. Jenine Flexner, resident of Oak Island, asked the Board of Commissioners to adopt a resolution in opposition to offshore drilling.
6. Ms. Martha Johnson, resident of Southport, asked the Board of Commissioners to consider a resolution against offshore drilling and seismic testing.
7. Ms. Marianne Huntley, resident of Southport, asked the Board of Commissioners to adopt a resolution opposing seismic blasting and offshore drilling.
8. Mr. Dennis Maneri, resident of Southport, asked the Board of Commissioners to adopt a resolution opposing offshore drilling and seismic testing. He also spoke on the effects of seismic blasting.
9. Mr. Carroll Marston, resident of Southport, asked the Board of Commissioners to adopt a resolution to prevent offshore drilling and seismic testing.
10. Mr. Dan George, resident of Southport, asked the Board of Commissioners to pass a resolution opposing offshore drilling and seismic blasting. He also thanked the Board for standing up against methyl bromide fumigation only a mile from the Brunswick County line.
11. Ms. Candace Bland, resident of Southport, asked the Board of Commissioners to return the issue of seismic blasting and offshore drilling to the agenda and develop a resolution opposing drilling and blasting off the coast.
12. Mr. Greg Thomas, resident of Bolivia, urged the Board of Commissioners to adopt a resolution against offshore drilling and seismic testing for the sake of the fisheries, the beaches, the tourist industry, and the creatures that live off the shore.
13. Ms. Yvonne Moody, resident of Southport, asked the Board of Commissioners to replace the subject of seismic testing and offshore drilling on the agenda and vote against it.
14. Ms. Becky Felton, resident of Southport, expressed strong support for the Board of Commissioners revisiting the issue of seismic testing and offshore drilling and vote on it. She encouraged the Board to vote against it, but to at least vote.

15. Mr. Arthur Weisgerber, resident of Carolina Shores North, expressed concerns relating to the use of “parcels” instead of “street and lot number” in defining a lot. He asked if the Brunswick County Engineering Service had the authority to change the wording “lots” in the Carolina Shores declaration of covenants.

Mr. Bob Shaver, County Attorney, noted that this is relevant to the Public Hearing that is later on the agenda and suggested that the record show that the Board will consider these comments and further discussion at that time.

16. Ms. Janis Simmons, resident of Boiling Spring Lakes, expressed her hope that Brunswick County will keep the clean beaches, the wonderful environment we have, and that residents can continue to live here and enjoy it.
17. Mr. Carl Parker, resident of Leland, spoke in opposition to offshore drilling and recited a version of *The Bridge Builder* by Will Allen Dromgoole to encourage everyone to leave something for our youth.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

Commissioner Sykes moved to approve the Consent Agenda.

Chairman Williams asked for discussion. Hearing none, he called the question. The vote of approval was unanimous. The following items were approved:

1. **Administration - Lincoln Elementary School Addition Contract and Town Creek Site Work & School Addition Authorization to Proceed**
Approved the contract with Bordeaux Construction Company Inc. for the Lincoln Elementary School Addition in the amount of \$3,507,300, approved the contract Change Order 1 and 2 with WM Jordan dated May 2, 2017 for the Town Creek early site work and authorized addition work to begin, and a budget amendment to advance bond proceeds for Lincoln and Town Creek Elementary School Additions.
2. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the May 7, 2018 Regular Meeting and the May 10, 2018 Budget Workshop.
3. **County Attorney - Deed of Dedication for Towns at St. James and Wyndmere**
Accepted the Deed of Dedication for water and sewer infrastructure for Towns at St. James Lots 1-14 and Wyndmere Lot 80 (formerly MF-2-3).
4. **Finance - Fiscal Items**
Approved Budget Amendments, Capital Project Ordinance, and Fiscal Items of a routine nature presented on the consent agenda.
 - **2016 Enterprise Funded Main Extension Budget Amendment and Capital Project Ordinance**
Closed the 2016 Enterprise Funded Main Extension and transferred \$1,897 to the reserve undesignated funds.

- **Carolina Shores North Water Main Budget Amendment and Capital Project Ordinance**
Closed the Carolina Shores North Water Main project and transferred \$2,990 to the reserve undesignated funds.
- **Brunswick Community College Budget Amendment**
Appropriated fund balance of \$83,241 for expenditures from July 1, 2017 through March 31, 2018 to restore the Brunswick Community College held fund balance to \$200,000.
- **Water Revenues Budget Amendment**
Appropriated \$400,000 of Water Sales Wholesale to Northwest Water plant for raw water purchase, sludge hauling, overtime, chemicals, electricity, and Water Administration miscellaneous expense \$100,000 to authorize transfer within the Water Fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.
- **2016 BJA Bulletproof Vest Partnership (BVP) Grant**
Approved the 2016 Bulletproof Vest Partnership Grant in the amount of \$23.36 administered by the Office of Justice Programs Bureau of Justice Assistance (BJA) for reimbursement assistance of up to 50% of total cost for body armor vests for law enforcement.
- **2017-2018 Library Services and Technology Act (LSTA) Grant**
Approved the 2017-2018 Library Services and Technology Act (LSTA) Grant in the amount of \$500. The award will cover costs associated with the Research Institute for Public Libraries (RIPL) conference scholarship award. The State Library will cover the cost of registration and lodging for one attendee. The grant portion of the scholarship will reimburse up to \$500 in travel costs for the conference. No match is required. LSTA grant awards are made possible by funding from the federal Institute of Museum and Library Services (IMLS) and administered by the State Library of NC, division of NC Department of Natural and Cultural Resources.
- **FY13 Adult Drug Court Grant**
Reduced FY13 Adult Court Grant - 2013-DC-BX-0028 budget by \$12,105 for the de-obligation of unused grant funds.
- **Emergency Services Grants**
Reduced Emergency Services budget by \$2,757 to de-obligate unused dollars for completed HSGP Grants. FY15 HSGP Investigation Trailer EMW-2015-SS-00069-S01-1528 reduction of \$2101 (\$1738 Spec Proj, \$363 Cap Outlay) and FY15 HSGP SAR Workshop EMW-2015-SS-00062-S01-1504-20 reduction of \$656 (Spec Proj).
- **Register of Deeds and Solid Waste Revenues Budget Amendment**
Appropriated \$1,050,000 in Register of Deeds excise tax revenues and anticipated associated expenditures of \$650,000 for the state share, \$875 for vital records automation revenue and corresponding expenditures, \$150,000 of Solids Waste fee revenue and anticipated expenditures for contracted services solid waste \$150,000, and the remaining amount in Non-Departmental miscellaneous expense for projection of actual amounts in Non-Departmental is to authorize transfer within the general fund by the Fiscal Operations Director as needed to prevent a statutory exception of expenditures in excess of amounts budgeted at year end.

- **Southwest Library Budget Amendment**
Appropriated investment earnings of \$20,000 for use in repaving the parking lot and installation of an electric door at the new Southwest Library.
 - **Fire Services Administrator Budget Amendment**
Transferred 1 FTE and \$14,526 from Emergency Services to County Administration for Fire Services Administrator position.
 - **Sheriff's Office Revenue Budget Amendment**
Appropriated Sheriff's Office revenues \$35,000 concealed weapons permit, \$25,100 miscellaneous revenues, \$22,500 DARE Camp Revenues and \$15,000 of animal protected services local fees for estimated Sheriff's Office expenditures through June 30, 2018.
 - **FY18 Capital Needs Budget Amendments**
Appropriated fund balance for capital needs in fiscal year 2018 in the amounts of \$160,000 Smithville Park Project, \$136,100 EMS 2 quick response vehicles with equipment, \$56,000 Calabash equipment, data, and telephone.
 - **Financial Reports for April 2018 (unaudited)**
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: <http://www.brunswickcountync.gov/finance/reports/>.
5. **Health and Human Services - Brunswick Senior Resources Inc. Budget Revision #2 to HCCBG Funding**
Approved the attached Revision #2 budget document for the Fiscal Year 2017-2018 Home and Community Care Block Grant for Older Adults.
 6. **Operation Services - 2018 Community Waste Reduction and Recycling Grant**
Entered into a 2018 Community Waste Reduction and Recycling grant contract with N.C. Department of Environmental Quality (NC DEQ).
 7. **Operation Services - Resolution Exempting Compaction Testing Services**
Approved a resolution exempting compaction testing services from N.C.G.S. 143-64.31.

RESOLUTION EXEMPTING COMPACTION TESTING SERVICES

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, Brunswick County proposes to enter into a contract for compaction testing; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for compaction testing for the above-described project is less than \$50,000.

NOW, THEREFORE, the Brunswick County Board of Commissioners resolves:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This the 21st day of May, 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

8. **Parks & Recreation - Purchase Agreement with Musco Lighting for Ocean Isle Beach Park Phase 2**
Approved a Purchase Agreement with Musco Sports Lighting at Ocean Isle Beach Park Phase 2 in the amount of \$895,000.
9. **Sheriff's Office - Public Safety Software**
Approved a new software solution for Sheriff's Office operations (Zuercher Software) in the amount of \$1,194,866 and a \$50,000 contingency fund for unexpected changeover expenses.
10. **Sheriff's Office - Appropriation of Jail Fees Earned for Detention Center Improvements and Equipment Purchase**
Approved appropriation of Miscellaneous Jail Fees in the amount of \$230,000 for equipment purchases and improvements in the Detention Center and Sheriff's Office.
11. **Sheriff's Office - Transfer of Supervision of Maintenance Position**
Approved the budget and supervisory transfer of a Maintenance Assistant III currently assigned solely to the Detention Center, vehicle and all tools associated with the position from Operation Services to the Detention Center.
12. **Tax - May 2018 Releases**
Approved the May 2018 tax releases.
13. **Utilities - Gilbert Road Water Main Improvements Project Final Deductive Change Order No. 1 Carmichael Construction**
Approved Final Deductive Change Order No. 1 in the amount of \$22,261.60 with Carmichael Construction Co., Inc., for construction of the Gilbert Road Water Main Improvements Project.
14. **Utilities - Old Mill Road Sewer Force Main Bypass Contract Amendment 1 with Right Angle Engineering**
Authorized the Chairman and Clerk to the Board to approve the contract amendment with Right Angle Engineering in the amount of \$19,600 for engineering services associated with the design of the Old Mill Road Sewer Force Main Bypass.

Chairman Williams recessed the meeting at 6:17 p.m. to allow those wishing to leave the room to do so.

Chairman Williams called the meeting back to order at 6:17 p.m.

VI. PRESENTATION

1. Governing Body - Proclamation National Safe Boating Week

Request that the Board of Commissioners approve a Proclamation recognizing May 19 - 25, 2018 as National Safe Boating Week.

Chairman Williams asked the US Coast Guard representatives to join Commissioner Marty Cooke at the podium for the presentation of a proclamation recognizing May 19 - 25 as National Safe Boating Week. BM1 Justin Peed and USCG Auxiliary Flotilla Commander Kim Curry accepted the proclamation with BMCM Dawn Smith (USCG Retired) also in attendance.

Following the reading of the proclamation, Commissioner Cooke moved approval of the proclamation. The vote of approval was unanimous

PROCLAMATION NATIONAL SAFE BOATING WEEK

For nearly 90 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent more than 80 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately 80 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, BE IT PROCLAIMED that the Brunswick County Board of Commissioners does hereby support the goals of the North American Safe Boating Campaign, the United States Coast Guard and the Coast Guard Auxiliary and proclaim May 19 - 25, 2018 as **National Safe Boating Week** and the start of the year-round effort to promote safe boating.

This 21st day of May 2018.

Frank Williams, Chair
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

VII. PUBLIC HEARING

Pursuant to notice duly advertised and posted, the Brunswick County Board of Commissioners conducted Public Hearings in the Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

1. Engineering - Carolina Shores North Sewer SAD (29) Final Public Hearing (Wm. L. Pinnix, P.E., Director of Engineering)

Request that the Board of Commissioners, after conducting a Public Hearing, adopt the final roll of benefited parcels for the Carolina Shores North Sewer SAD (29) project.

Mr. Pinnix explained that the final roll for the project was 464 parcels with a per-parcel cost of \$4,088.72. Chairman Williams asked Mr. Pinnix to address Mr. Weisgerber's concerns. Mr. Pinnix explained that the terms "lot" and "parcel" are the same from his perspective and parcel ID numbers are used as they are the common identifier in the County's GIS and Tax database.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:22 p.m.

PUBLIC COMMENTS

Mrs. Hardy asked for a clarification in the number of parcels as it was different in the agenda item. Mr. Pinnix explained that Legal reviewed the final roll and costs. Two recent combinations reduced the number of parcels from 466 to 464.

Chairman Williams asked Mr. Pinnix to follow up with Mr. Weisgerber regarding his questions.

Vice-Chairman Thompson asked for the County Attorney's comments. Mr. Shaver indicated that the roll is based on ownership of parcels. Property will be assessed by the way the County has it identified for tax purpose on GIS by parcel.

ADJOURN

Chairman Williams closed the Public Hearing at 6:24 p.m.

Vice-Chairman Thompson moved to adopt the final roll of benefited parcels for the Carolina Shores North Sewer Assessment District.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

2. Planning - Rezoning Case Z-761 (Kirstie Dixon, Director of Planning)

Request that the Board of Commissioners approve Second Reading to amend the Official Unified Development Ordinance Zoning Map from R-7500 (Medium Density Residential) and R-6000 (High Density Residential) to R-6000 (High Density Residential) with an associated CAMA Land Use Plan Map from LDR (Low Density Residential) to MDR (Medium Density Residential) (Z-18-761).

Ms. Dixon explained that the Rezoning Case Z-761 is a rezoning to R-6000. The Board of Commissioners held first reading on April 16, 2018 and received comments from a couple regarding the case. Following the Public Hearing, staff was able to answer the couple's questions and clarify the process.

CALL TO ORDER

Chairman Williams opened the Public Hearing at 6:26 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on Rezoning Case Z-761 to come to the podium. No one wished to speak.

ADJOURN

Chairman Williams closed the Public Hearing at 6:26 p.m.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Rezoning Case Z-18-761

The Brunswick County Board of Commissioners finds that the proposed zoning amendment is not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The parcels are currently classified as LDR (Low Density Residential). However, an amendment has been requested from LDR (Low Density Residential) to MDR (Medium Density Residential).

The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: This amendment would allow for the replacement of existing single-wide manufactured homes and placement of single-wide manufactured homes as there are lots that can only accommodate a single-wide manufactured home.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons: There is MDR land use classification and R-6000 zoning in the immediate area.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Cooke moved to order approval of Second Reading to amend the Unified Development Ordinance Zoning Map from R-7500 (Medium Density Residential) and R-6000 (High Density Residential) to R-6000 (High Density Residential) with an associated CAMA Land Use Plan Map from LDR (Low Density Residential) to MDR (Medium Density Residential) (Z-18-761). The vote of approval was unanimous.

3. **Planning - UDO Text Amendment 18-03 (Kirstie Dixon, Director of Planning)**

Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend the emergency management standards in the Unified Development Ordinance (UDO-18-03).

Ms. Dixon explained that UDO Text Amendment 18-03 is a proposed fire code related revision to section 6.14.2 for clarification purposes.

CALL TO ORDER

Chairman Williams opened the Public Hearing at 6:28 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on UDO Text Amendment 18-03 to come to the podium. No one wished to speak.

ADJOURN

Chairman Williams closed the Public Hearing at 6:29 p.m.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Emergency Management Fire Code

The Brunswick County Board of Commissioners finds that the proposed text amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed text amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) as it has no effect on the CAMA Land Use Plan (Comprehensive Plan).

The Board of Commissioners further finds that the proposed text amendment is reasonable and in the public interests for the following reasons: The proposed text amendment will ensure Emergency Management Services codes are met, thus protecting the public safety and welfare.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of First and Second Readings to amend the Emergency Management Standards in the Unified Development Ordinance (UDO-18-03). The vote of approval was unanimous.

VIII. ADMINISTRATIVE REPORT

1. **Administration - Presentation of Fiscal Year 2018-2019 Annual Budget Ordinance, Schedule of Fees and Schedule Public Hearing and Budget Adoption for June 18, 2018 (Ann Hardy, County Manager)**

Request that the Board of Commissioners receive the Manager's Recommended Budget and Schedule of Fees for Fiscal Year 2018-2019, and schedule the related Public Hearing and consider adoption on June 18, 2018 at 6:00 p.m.

Mrs. Hardy presented a condensed format of the recommended FY 2018-2019 budget which is also available on the County's website. Each of the Commissioners were also provided with Mrs. Hardy's transmittal letter. The budget includes all associated fees, personnel actions, and benefits associated with the budget, along with the capital improvement plan.

The Budget Public Hearing will be held on June 18, 2019 at 6:00 p.m. The public comment period for the water and sewer system development fees end on May 31, 2018. The analysis may be reviewed, and comments may be submitted through the County's website.

A brief discussion was held on the Brunswick Guarantee, fire fees, and the Brunswick Community College energy performance contract.

Commissioner Forte moved to cancel the May 31, 2018 Budget Study Session. The vote of approval was unanimous.

2. **Administration - Naming of a Portion of I-140 in Honor of 10 Young Men from Brunswick County (Ann Hardy, County Manager)**

Request that the Board of Commissioners consider the recommendation from Mr. Bob Quinn regarding a request to name the first 5 miles of I-140 "Brunswick County's Ten Fallen Sons Highway".

Mrs. Hardy noted that Mr. Bob Quinn had made several requests to the Board to support his application to the State to name the first 5 miles of I-140 as "Brunswick County's Ten Fallen Sons Highway" in memory of 10 men who demonstrated their civic responsibility by following the requirement of the selective service board at the cost of their lives. The request does not meet the State's naming policy guideline.

Vice-Chairman Thompson moved to approve the request on behalf of Brunswick County. The vote of approval was unanimous.

**RESOLUTION SUPPORTING THE NAMING THE FIRST FIVE MILES OF I-140
"BRUNSWICK COUNTY'S TEN FALLEN SONS HIGHWAY"**

WHEREAS, over nine million Americans served in the Vietnam War nationwide; and

WHEREAS, over fifty-eight thousand of those serving were killed in action; and

WHEREAS, certain men from Brunswick County demonstrated a dedicated commitment and loyalty to Brunswick County, North Carolina, and the United States of America by answering the call of the Brunswick County Selective Service Board's request to serve in the military during a time of war; and

WHEREAS, PFC Larry Daniels, PFC Ronnie White, PFC John Jacobs, PFC Prelow Grissette, Sgt. Kenneth Gore, 1/Lt. John Connell, PFC Richard Hewett, PFC Franklin Lanier, Cpt. McKenzi Genwright, and CPL Clarence Mobley gave the ultimate sacrifice for their country; and

WHEREAS, it is appropriate that these men be remembered by naming a portion of I-140 in their honor.

NOW, THEREFORE, the Brunswick County Board of Commissioners supports the naming of the first five miles of I-140 in Brunswick County the "Brunswick County's Ten Fallen Sons Highway" to honor the memory, dedication, and sacrifice of these brave men.

This the 21st day of May, 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

IX. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other items of business or discussion.

Mr. Pinnix provided an update to the Board regarding the discussion with the residents of Carolina Shores that attended this meeting. All questions have been answered and the residents are satisfied.

X. CLOSED SESSION

1. Closed Session – Personnel Matter

Chairman Williams moved to enter into Closed Session at 7:37 p.m., pursuant to G.S. 143-318.11(a)(6), to discuss a personnel matter and asked that only the Clerk accompany the Board for the purpose of taking minutes. The vote of approval was unanimous.

Chairman Williams called the regular meeting to order at 7:51 p.m.

Chairman Williams moved, in the context of the budget, that the County Manager's salary be increased by 5%, inclusive of a 2% pay scale adjustment, and the County Attorney's salary be increased by 3.5%, inclusive of a 2% pay scale adjustment.

Chairman Williams asked for discussion on the motion. Each of the Commissioner expressed their appreciation of both Mrs. Hardy and Mr. Shaver.

Chairman Williams called the question. The vote of approval was unanimous.

XI. ADJOURNMENT

Commissioner Forte moved to adjourn at 7:55 p.m. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

From:
Scott Garner

Action Item # V. - 5.

Emergency Services - Memorandum of Agreement for Water Level Gauges

Issue/Action Requested:

Request that the Board of Commissioners approve the Memorandum of Agreement with the North Carolina Department of Public Safety, NC Emergency Management Risk Management Division.

Background/Purpose of Request:

Brunswick County has been affected by flooding numerous times since Hurricane Floyd in 1999, including Hurricane Matthew in 2016. There are a very limited number of gauges in our area that assist with predicting water rise and flood conditions. This MOA will allow for three gauges to be installed and maintained by NCDPS within the county to assist with predicting the water rise during weather events.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds are available in the current budget

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Memorandum of Agreement with the North Carolina Department of Public Safety, NC Emergency Management Risk Management Division.

ATTACHMENTS:

Description

- ☐ Water Gauge Agreement



North Carolina Department of Public Safety

North Carolina Emergency Management Risk Management

Roy Cooper, Governor
Eric A. Hooks, Secretary

Michael A. Sprayberry, Director

MEMORANDUM OF AGREEMENT

between

**N C Department of Public Safety
N C Emergency Management
Risk Management**

**Brunswick County Emergency
Services**

I. General information

1. This Agreement is between North Carolina Department of Public Safety, North Carolina Emergency Management/Risk Management and Brunswick County Emergency Services.
2. Risk Management (RM) maintains and operates the Flood Inundation Mapping and Alert Network to provide information on flooding status and impacts from flooding to emergency managers, state and federal partners and the general public.
3. Brunswick County is located in southeastern North Carolina and was established in 1764 from parts of Bladen and New Hanover counties. The county seat of Brunswick County is Bolivia.
4. This Memorandum of Agreement (MOA) is in accordance with the responsibility of Risk Management for coordination of installation and operation of water level gages and meteorological sensors across North Carolina.

II. Purpose

The purpose of this MOA is to develop a partnership between RM and Brunswick County in order to:

1. Install a water level gage and a meteorological sensor at Caw Caw at Number Five School Road.
2. Install a water level gage on the Shallotte River at Main Street and a meteorological sensor at the nearby Shallotte Continuously Operating Reference Station (CORS).
3. Install a water level gage on the Lockwoods Folly River at NC 211.
4. Incorporate data from these gages into the Flood Inundation Mapping Alert Network (FIMAN).
3. Evaluate and identify flooding risks and estimated damages.

MAILING ADDRESS:
4218 Mail Service Center
Raleigh, NC 27699-4218
www.ncfloodmaps.com



An Equal Opportunity Employer

OFFICE LOCATION:
4105 Reedy Creek Rd
Raleigh, NC 27607
Telephone: (919) 715-5711
Fax: (919) 715-0408

III. Agency responsibilities

1. Risk Management agrees to:
 - a. Evaluate the sites and recommend appropriate hardware and installation methodology.
 - b. Secure approval from the North Carolina Department of Transportation (NCDOT) for installing the gages either in the right-of-way near the bridge or on the bridge structure which ever is most appropriate.
 - c. Install and calibrate gage hardware.
 - d. Develop an inundation map library and evaluate flooding risks and damage estimates within the area mapped.
 - e. Establish vertical control at the gage locations.
2. Brunswick County agrees to:
 - a. Coordinate with Risk Management on location of gage site.
 - b. Approve recommended hardware costs.
 - c. Provide payment (not to exceed \$50,000) for the purchase and installation of gage hardware.

IV. Budgeting, funding, and personnel availability

1. The participation of Risk Management and Brunswick County in this project is subject to budgeting and personnel limitations and administrative approval.
2. Priorities for this project will be jointly determined by Risk Management and Brunswick County Emergency Services.

V. Subsidiary agreements

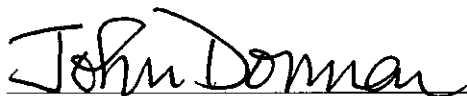
Additional working agreements regarding specific cooperative efforts, if needed, shall be effected in writing by both entities as the need arises.

VI. Terms of this agreement

This agreement may be amended in writing by mutual consent between Risk Management and Brunswick County Emergency Services. The terms of this agreement begin on the date that both parties sign and will be automatically renewed yearly. Either party may withdraw from the agreement with a sixty (60) day notice to the other party.

Brunswick County

Date


John Dorman
North Carolina Emergency Management
Risk Management


Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 6.

From: Planning/Parks & Recreation - Ash-Little River Road Property
Kirstie Dixon, Planning Director & Aaron Perkins, Parks & Recreation Director Donation

Issue/Action Requested:

Request that the Board of Commissioners decline an offer of property donation at the intersection of Ash-Little River Road and the Caw-Caw Canal.

Background/Purpose of Request:

In February, a landowner contacted Brunswick County and offered to explore donating about 1 acre of his property for a kayak launch or other recreation asset. There is an informal boat ramp located on the Caw-Caw Canal where Ash Little River Road intersects. This site has historically been used by the local community to access the Caw-Caw Canal and is located on a small portion of Tax Parcel 20900037 and partly within the NCDOT Right-of-way (see maps).

Operation Services Department Staff conducted a site visit, took pictures, and developed a cost estimate for materials to install a formal boat ramp (see pictures and cost estimate).

A Project Planning Session was held on March 19, 2018 to gather input from various County Departments on the feasibility of locating a park facility with a kayak launch (see Project Planning Summary). During the session, Staff raised concerns regarding the site such as size limitations, wetlands, liability, lack of connectivity to the Waccamaw River, and potential road access issues. The overall consensus of attendees was that the site is not favorable for a park facility with kayak launch and recommended declining the property donation offer.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

No

County Attorney's Recommendation:

There are liability issues as well as access issues for the public associated with this site.

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners decline an offer of property donation at the intersection of Ash-Little River Road and the Caw-Caw Canal.

ATTACHMENTS:

Description

- ▣ Project Planning Summary
- ▣ Pictures
- ▣ Maps
- ▣ Cost Estimate

Project Planning Meeting – March 19, 2018
Tax Parcel 20900037
Intersection of Ash-Little River Road and Caw Caw Canal
Proposed Use – Park

Participants

Steve Stone, County Manager's Office
Stephanie Lewis, Operation Services
Bryan Hollis, Operation Services
William Pinnix, Engineering
Danny Thornton, Environmental Health
Brigit Flora, Storm Water
Aaron Perkins, Parks and Recreation
Andrew Thompson, Code Administration (Building & Fire)
Kevin Somersett, Code Administration (Building)
Bryan Batton, County Attorney's Office
Kirstie Dixon, Planning
Helen Bunch, Planning

Helen Bunch shared that the purpose of this meeting is to discuss a property donation for a potential county park project to be located at the intersection of Ash-Little River Road and the Caw Caw Canal. She continued that parks are permitted use in all zoning districts. She asked Stephanie Lewis if she could provide additional information regarding the site.

Stephanie Lewis with **Operations Services** stated that it is her understanding that local residents have used this site to launch canoes and jon boats onto the Caw Caw Canal, leaving their vehicles and trailers in the undesignated area along the driveway to the site. She continued that the parking is within the North Carolina Department of Transportation's right-of-way for Ash-Little River Road and is not big enough for more than a canoe or john boat. [It is our understanding that the area to be donated would be 40 x 125 feet.] She continued that her department cleans the area from time-to-time due to illegal dumping on the site. Mrs. Lewis shared recent pictures from the site that showed the site as well as litter and dumping.

Brigit Flora with **Storm Water** stated that gravel for the parking area currently exists on the site and that from the maps there appears to be wetlands.

Danny Thornton with **Environmental Health** stated that he is familiar with the site and a bathroom will not be possible due to the soil at that location. He added that Environmental Health would need to complete a site evaluation to officially determine the soil as "unsuitable".

William Pinnix with **Engineering** stated that a 12" water line and 8" sewer force main are available on Ash-Little River Road.

Andrew Thompson with **Code Administration (Fire)** stated that his group would not be involved if no buildings were constructed.

Kirstie Dixon with **Planning** stated that this could be a potential Blueway connection for the Brunswick County Trail Plan. Stephanie Lewis asked if anyone knew the water depth of the canal at that point. Brian Hollis with **Operation Services** stated that the water is approximately 5' deep. A discussion commenced on if the water was deep enough for canoeing and if one could canoe from this landing all the way to the Waccamaw River without porting. It was suggested by several in the group that would be problematic. [The Waccamaw River is approximately 4,000 feet from the end of the Caw Caw Canal maintenance road.]

Kevin Somersett with **Code Administration (Building)** stated that an accessible ramp would be required to the boat ramp itself.

Others made the following points: (1) The North Carolina Department of Transportation may require a turn-lane for a park; and (2) If we tell the public that this is a kayak launch and use other's property (the amount of property proposed is not large enough and it is not clear that the County has access all the way to the Waccamaw River) there will be problems.

Aaron Perkins with **Parks and Recreation** stated that security lighting and maintenance would need to be provided for any park facility. He continued that the owner wanted to remove himself from liability issues.

Bryan Batton with the **Attorney's Office** observed the County would assume the same liability issues. He also stated that there was a distinct possibility that the County would be encouraging public into places where the County/public did not have easements for travel. The County easements are for the maintenance of the channel.

Steve Stone with the **County Manager's Office** stated that Brunswick County may want to explore getting an easement along the Caw Caw all the way to the Waccamaw River. He explained that there is an existing easement on the left side of the Caw Caw for maintenance, but there is no driveway easement.

Kirstie Dixon stated that the proposed site may not be a favorable location in that it is limited in area, has no room for expansion and does not connect to the Waccamaw River. Representatives present with Engineering, Parks & Recreation and Operation Services concurred with Kirstie's assessment.

It was stated that the information gathered from this meeting will be shared with the County Manager. With no additional comments, the meeting adjourned.

Summary drafted by Helen Bunch 3-29-2018



PICTURES OF SITE



PICTURES OF SITE

Map (zoomed in)



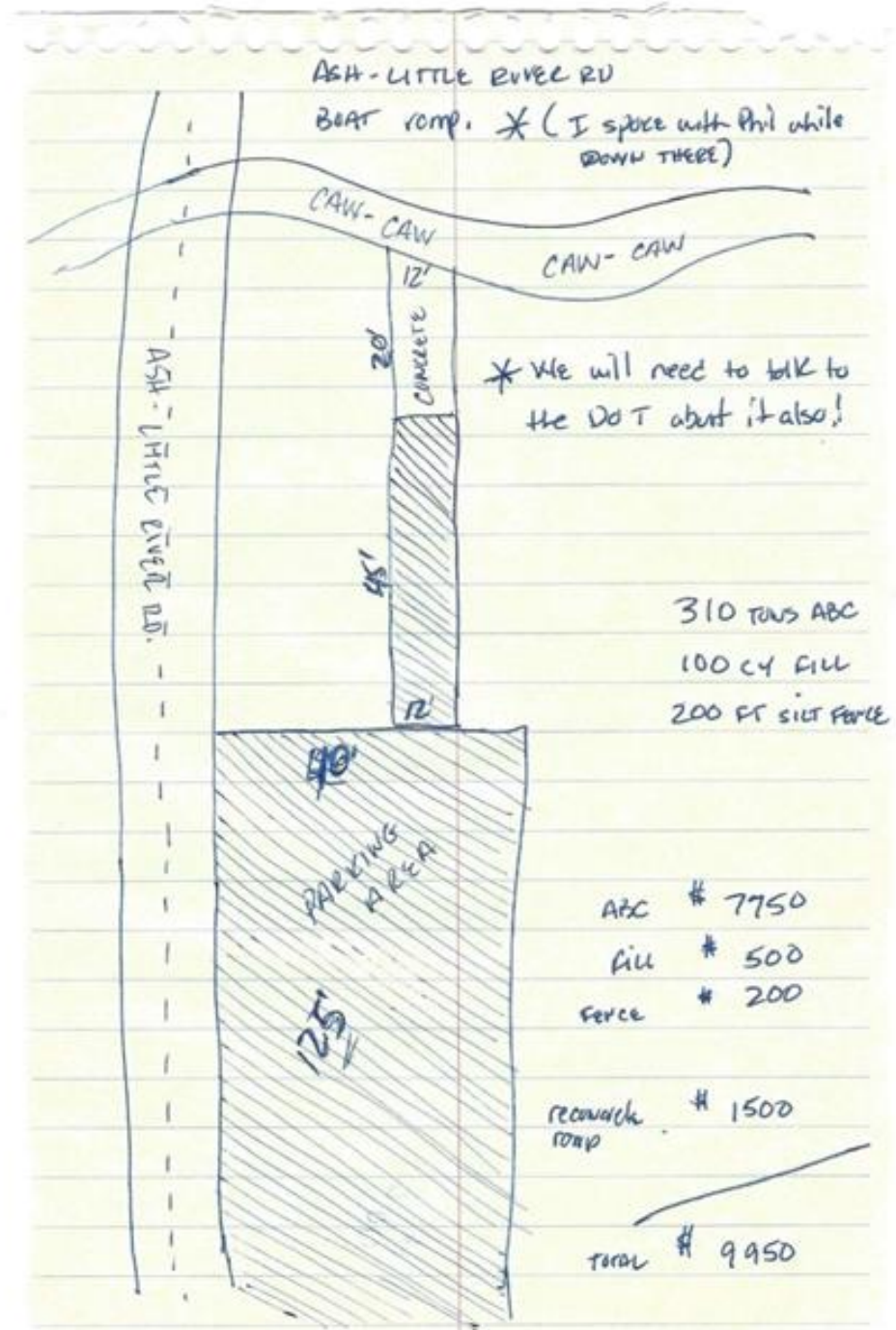
Map (zoomed out)



BOAT RAMP COST ESTIMATE

Friday, March 2, 2018

Stephanie Lewis, Operation Services Director





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 7.

Finance - Fiscal Items

From:

Julie A. Miller

Issue/Action Requested:

Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.

-Brunswick County Schools Year End Budget Amendment

Appropriate estimated excess collections of Ad Valorem and Legislated Sales tax in excess of budget for the transfer to the schools capital reserve and to authorize the Fiscal Operations Director to adjust the budget for final collections as of June 30, 2017.

-NC Education Lottery Application

Request that the Board of Commissioners authorize the Chairman to execute the signed North Carolina Education Lottery Application. Freyja Cahill, Brunswick County Schools Finance Officer, submitted the attached State lottery funding application for debt payment/bond payment in the amount of \$800,000 for FY18-19.

-Solid Waste Budget Amendment

Appropriate \$86,047 of solid waste revenues and anticipated associated expenditures for the solid waste department through June 30, 2018.

-Building Permit Revenues Budget Amendment

Appropriate building permit revenues for \$126,000 salary and fringe in Code Administration associated with growth of new construction within the County, \$16,600 salary and fringe associated with legal department, and \$94,500 salary and fringe associated with Law Enforcement Separation.

-Courthouse Expansion Budget Amendment

Appropriate fund balance of \$8,000,000 for transfer to the county capital reserve designated for the courthouse expansion project. The actual transfer will be contingent upon fiscal year 2018 year end results.

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate \$5,358 of insurance proceeds for use in vehicle repairs to wrecked vehicles in the sheriff's office.

-Airport Grant Modification Budget Amendment

Transfer \$339,617 of NCDOT grant funding and \$37,736 of cash match from airport grant 36244.58.8.3 to airport grant 36244.58.10.3 as requested in the current NC Department of Transportation change request and grant modification. The original grant amount and cash match were approved at the 11/7/2016 Board of Commissioner's meeting.

-Water Fund Revenues Budget Amendment

Appropriate \$1,330 of education program fees for training expenses necessary to provide necessary training

classes.

-Health Services Donation Budget Amendment

Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible and distribute on a first come, first serve basis once client needed has been verified.

-Health Services Diabetes Education Budget Amendment

Appropriate \$649 of funds received from Martin-Tyrell-Washington District health department which provides regional assistance for diabetes education. These funds will provide patient education materials.

-Occupancy Tax Budget Amendment

Appropriate Occupancy Tax revenue of \$200,000 and corresponding expenditures for projected occupancy tax thru June 30,2018.

-Workers Compensation Budget Amendment

Appropriate fund balance of \$450,000 to ensure available budget for claims not paid at year end for accruals.

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.

ATTACHMENTS:

Description

- ☐ 20180604 Attach FY 18 sales tax and ad valorem transfer Reconciliation-T
- ☐ 20180604 CPO Excess Collections to Schools
- ☐ 20180604 Budget Amendment Excess Collections to Schools GF
- ☐ 20180604 Budget Amendment Excess Collections to Schools
- ☐ 20180604 Attach BCS Lottery Funding Application
- ☐ 20180604 Budget Amendment Solid Waste Revenues
- ☐ 20180604 Budget Amendment Building Permits
- ☐ 20180604 Budget Amendment Courthouse Expansion GF
- ☐ 20180604 Budget Amendment Courthouse Expansion
- ☐ 20180604 Budget Amendment Sheriff Insurance Proceeds
- ☐ 20180604 Budget Amendment Airport Grant Mod. 10.3
- ☐ 20180604 CPO Airport Grant Project
- ☐ 20180604 Budget Amendment Water Training Expense
- ☐ 20180604 Budget Amendment Key Club Donation

- ▣ 20180604 Budget Amendment Diabetes Education
- ▣ 20180604 Budget Amendment Occupancy Tax
- ▣ 20180604 Budget Amendment Workers Compensation

FY 18 Schools Excess AdValorem and Sales Tax
As of June 30, 2018

				3,831,665.00	Original budget		
				839,499.00	AdValorem	2,818,456.00	
Article 40	522,652.35	26.50%	5,381,863.62	2,992,166.00	Sales Tax	782,496.00	839,499.00
Article 42	<u>1,150,343.21</u>	59.18%	5,071,001.32	-	Lottery Funds	3,600,952.00	
Total Sales Tax	1,672,995.55			3,831,665.00	Amended budget	173,710.00	
Less LOB's Debt	(2,557,143.78)					3,774,662.00	
			Original Budget	Increase Budget		(57,003.00)	
			Sales Tax & Lottery		3,831,665.00		
rounding							
Transfer to projects (428006)	<u>(884,148.23)</u>	428006-499104	2,992,166.00	(3,876,314.23)	428006-464016		

(884,148.23) total sales tax transfer

Total Debt Service	13,951,479.95	
Less Revenues from refunding	(4,564.68)	
Lottery	(800,000.00)	
Less LOB's Debt	<u>(2,557,143.78)</u>	
Portion of Debt Shared	10,589,771.49	10,589,771.49
FY 17 Current Year Tax Levy (Collections)	119,457,243.71	
FY 17 Portion of Tax Rate - General Fund Deb5	8.8649%	FY

		Property		MTV	Debt %	Per Agreement Portion of Rate	Less Debt %	Net Collections	36.50%
Levy									
	Estimate to June 30, 2018	620,000.00		1,200,000.00	8.8649%		161,341.28	1,658,658.72	605,410.43
17	Collections net of Debt portion	111,899,345.63		5,737,898.08	8.8649%		10,428,430.21	107,208,813.50	39,131,216.93
16	Collections net of Debt portion	1,224,436.75		77.36	9.4342%		115,523.11	1,108,991.00	404,781.71
15	Collections net of Debt portion	627,092.63		10.22	10.2357%		64,188.37	562,914.48	205,463.79
14	Collections net of Debt portion	528,440.19		235.16	10.4281%		55,130.79	473,544.56	172,843.76
13	Collections net of Debt portion	284,305.50		2,331.53	9.6851%		27,761.08	258,875.95	94,489.72
12	Collections net of Debt portion	180,838.00		3,031.01	11.1116%		20,430.73	163,438.28	59,654.97
11	Collections net of Debt portion	140,595.96		1,866.27	11.6343%		16,574.52	125,887.71	45,949.02
10	No Agreement				0.0000%		-	-	-
9	Collections net of Debt portion	38,860.98		1,558.76	11.0028%		4,447.31	35,972.43	13,129.94
8	Collections net of Debt portion	50,450.98		982.42	11.0275%		5,671.82	45,761.58	16,702.98
7	Collections net of Debt portion	13,966.34		1,023.21	9.8609%		1,478.11	13,511.44	4,931.68
6	Collections net of Debt portion	384.18		263.31	9.7065%		62.85	584.64	213.39
5	Collections net of Debt portion	-		-			-	-	-
4	Collections net of Debt portion	-		-			-	-	-
3	Collections net of Debt portion	-		-			-	-	-
Totals		115,608,717.14		6,949,277.33				111,656,954.31	40,754,788.32
				105911	Current Expense Paid to Schools				<u>34,908,038.00</u>
				428006-499103	Amount to Transfer to Ad Valorem Contingency				5,846,750.32
Transfer to Schools Project		4,962,602		109800-498042				Current Budget	839,499.00
								Current Budget	2,992,166.00
								428006-499103	5,007,251.32
								428006-499104	(3,876,314.23)
								109800-498042	1,130,937.09
									Total additional transfer

JE		
109800-498042	5,846,750.32	debit
428006-398110	5,846,750.32	credit
100000-110100	5,846,750.32	credit
428006-110100	5,846,750.32	debit
BA	Decrease	Repost
109800-468042	859,207	2,761,916
428006-398110	859,207	2,761,916
428006-499103	(2,611,250)	2,124,568
428006-499104	4,461,314	637,348
428006-398110		985500
428006-499103		985500

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Brunswick County Schools Capital Project
(428006)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Schools Capital Projects Fund:

Brunswick County Schools Capital Project

Revenues:

NC Education Lottery	7,082,039
Investment Earnings	9,907
Transfer from General Fund	32,039,987
Transfer from Special SCRS PRC495	3,628,226
Transfer SCRS PRC077	13,832,255
Fund Balance Appropriated	6,542,506
Total School Capital Project Fund Revenues	\$ 63,134,920

Expenditures:

PRC 495 Excess Ad Valorem	17,964,914
PRC 077 Local Option Sales Tax	28,513,681
GF Hold Harmless Medicaid Swap	372,871
Proc NC Education Lottery Expense	7,082,039
Transfer to General Fund	314,013
Ad Valorem Contingency	6,322,158
Sales Tax Contingency	2,565,244
Total School Capital Project Fund Expenditures	\$ 63,134,920

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$ 32,039,987
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 32,039,987
--------------------------------------	---------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the June 4, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Excess Collections Schools GF
Justification	Board Meeting 06/04/2018-Appropriate estimated excess collections of Ad Valorem and Legislated Sales tax in excess of budget for the transfer to the schools capital reserve and to authorize the Fiscal Operations Director to adjust the budget for final collections as of June 30,2017. Adjust School Capital Project Side \$839,500 for Ad Valorem Contingency approved with the budget for FY18.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	311416	General Revenues	Ad Valorem Taxes-2016	1979798	Increase	Credit
100000	323202	General Revenues	Local Op Sales Tax 1/2% 40 Sch	159451	Increase	Credit
100000	323302	General Revenues	Local Op Sales Tax 1/2% 42 Sch	392239	Increase	Credit
109800	498042	Interfund Trans General Fund	Trans To School Cap Project	2531488	Increase	Debit

Total	
Grand Total:	5062976

Request Info	
Type	Budget Amendment
Description	Excess Collections Schools
Justification	Board Meeting 06/04/2018-Appropriate estimated excess collections of Ad Valorem and Legislated Sales tax in excess of budget for the transfer to the schools capital reserve and to authorize the Fiscal Operations Director to adjust the budget for final collections as of June 30,2017. Adjust School Capital Project Side \$839,500 for Ad Valorem Contingency approved with the budget for FY18.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428006	398110	School Capital Projects	Trans Frm General Fund	3370988	Increase	Credit
428006	499103	School Capital Projects	Ad Valorem Contingency	839500	Increase	Debit
428006	499104	School Capital Projects	Sales Tax Contingency	551690	Increase	Debit
428006	499103	School Capital Projects	Ad Valorem Contingency	1979798	Increase	Debit

Total	
Grand Total:	5902476

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Brunswick County

LEA: Brunswick-100

Address: 35 Referendum Drive, Bolivia NC

Contact Person: Freyja Cahill

Title: Finance Officer

Phone: 910-253-1014

Project Title: 2018-2019 Debt Service

Location: Various Schools

Type of Facility: _____

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Request use of lottery proceeds for debt service payment

Estimated Costs:

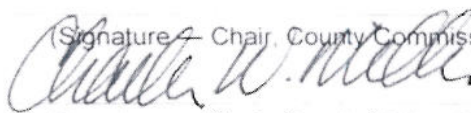
Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		800,000.00
TOTAL	\$	800,000.00

Estimated Project Beginning Date: July 1, 2018

Est. Project Completion Date: June 30, 2019

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 800,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Signature — Chair, Board of Education)

(Date)
5/22/18
(Date)

Request Info						
Type		Budget Amendment				
Description		Solid Waste Revenues				
Justification		Board Meeting 6/4/2018-Appropriate \$86,047 of solid waste revenues and anticipated associated expenditures of \$86,047 for the solid waste department through June 30, 2018.				
Originator		Tiffany Rogers				
Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104720	332032	Solid Waste	White Goods State Tax	29543	Increase	Credit
104720	335009	Solid Waste	White Good Sales	23460	Increase	Credit
104720	383958	Solid Waste	Other Permits and Fees	33044	Increase	Credit
104720	426000	Solid Waste	Supplies and Materials	-500	Decrease	Credit
104720	426100	Solid Waste	Equipment Less Than \$500	500	Increase	Debit
104720	419903	Solid Waste	Prof Ser-White Goods Recycle	2000	Increase	Debit
104720	419902	Solid Waste	Prof Ser-Recycling Collection	3000	Increase	Debit
104720	435300	Solid Waste	Repair and Maint - Vehicles	61047	Increase	Debit
104720	419906	Solid Waste	Prof Ser-Hshld Hazardous Wst	-15000	Decrease	Credit
104720	439900	Solid Waste	Contract Services	10000	Increase	Debit
104720	419905	Solid Waste	Prof Ser-Tire Recycling	25000	Increase	Debit
Grand Total:			172094			

Request Info							
Type		Budget Amendment					
Description		Building Permit Revenues					
Justification		Board Meeting 06/04/2018-Appropriate building permit revenues for \$126,000 salary and fringe in Code Administration associated with growth of new construction within the County, \$16,600 salary and fringe associated with legal department, and \$94,500 salary and fringe associated with Law Enforcement Separation.					
Originator		Tiffany Rogers					
Items							
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
104350	412100	Bldg/Fire Inspections and CP	Salary and Wages-Regular	-60000	Decrease	Credit	
104350	412200	Bldg/Fire Inspections and CP	Salary and Wages-Overtime	80000	Increase	Debit	
104350	412600	Bldg/Fire Inspections and CP	Salary and Wages-Temp/Part	96000	Increase	Debit	
104350	418100	Bldg/Fire Inspections and CP	FICA	10000	Increase	Debit	
104150	412100	Legal Department	Salary and Wages-Regular	15000	Increase	Debit	
104150	412700	Legal Department	Salary and Wages-Longevity	500	Increase	Debit	
104150	418100	Legal Department	FICA	1100	Increase	Debit	
104317	412100	Law Enforcement Separation	Salary and Wages-Regular	18000	Increase	Debit	
104317	418100	Law Enforcement Separation	FICA	1500	Increase	Debit	
104317	418301	Law Enforcement Separation	Retired Emp Health under 65	75000	Increase	Debit	
104350	334300	Bldg/Fire Inspections and CP	Building Permits	237100	Increase	Credit	
Grand Total:			474200				

Request Info	
Type	Budget Amendment
Description	Courthouse Expansion GF
Justification	Board Meeting 06/04/2018 - Appropriate fund balance of \$8,000,000 for transfer to the county capital reserve designated for the courthouse expansion project. The actual transfer will be contingent upon fiscal year 2018 year end results.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	8000000	Increase	Credit
109800	498043	Interfund Trans General Fund	Trans To County Cap Project	8000000	Increase	Debit

Total	
Grand Total:	16000000

Request Info	
Type	Budget Amendment
Description	Courthouse Expansion
Justification	Board Meeting 06/04/2018 - Appropriate fund balance of \$8,000,000 for transfer to the county capital reserve designated for the courthouse expansion project. The actual transfer will be contingent upon fiscal year 2018 year end results.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	8000000	Increase	Credit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	8000000	Increase	Debit

Total	
Grand Total:	16000000

Request Info	
Type	Budget Amendment
Description	Sheriff Insurance Proceeds
Justification	Board Meeting 06/04/2018-Appropriate \$5,358 of insurance proceeds for use in vehicle repairs to wrecked vehicles in the sheriff's office.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	5358	Increase	Credit
104310	435300	Sheriff's Office	Repair and Maint - Vehicles	5358	Increase	Debit

Total	
Grand Total:	10716

Request Info	
Type	Budget Amendment
Description	Grant Modification 36244.58.10.3
Justification	Board Meeting 06/04/2018-Transfer \$339,617 of NCDOT grant funding and \$37,736 of cash match from airport grant 36244.58.8.3 to airport grant 36244.58.10.3 as requested in the current NC Department of Transportation change request and grant modification. The original grant amount and cash match were approved at the 11/7/2016 Board of Commissioner's meeting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332109	Airport Grants	State Rev-36244.58.8.3 Term WS	-339617	Decrease	Debit
438157	332114	Airport Grants	State Rev-36244.58.10.3	339617	Increase	Credit
438157	449830	Airport Grants	36244.58.8.3 Terminal Wat/Sew	-377353	Decrease	Credit
438157	449834	Airport Grants	36244.58.10.3	377353	Decrease	Credit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Airport Grants Program
Amended (438157)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Airport Grants Capital Projects Fund:

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	938,613
36237.45.16.1	150,000
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,423,219
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	800,599
36244.58.9.1	800,000
Transfer from General Fund	914,564
Total Airport Grant Capital Project Fund Revenues	\$ 19,932,542

Expenditures:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	938,613
36237.45.16.1	150,000
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,553,163
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	888,888
36244.58.10.3	889,556
Miscellaneous Expense	102,418
Land	411,872
Total Airport Grant Capital Project Fund Expenditures	19,932,542

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$	914,564
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	914,564
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the June 04, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Water Training Expenses
Justification	Board Meeting 06/04/2018-Appropriate \$1,330 of education program fees for training expenses necessary to provide necessary training classes.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617140	335032	Water - Distribution Division	Educational Program Fees	1330	Increase	Credit
617140	439500	Water - Distribution Division	Training Expenses	1330	Increase	Debit

Total	
Grand Total:	2660

Request Info	
Type	Budget Amendment
Description	Key Club Donation
Justification	Board Meeting 06/04/2018 - Appropriate \$1,000 of funds donated as part of Early College High School Key Club student project to purchase car seats for parents that are unable to afford this necessary item. The Health Services car seat coordinator plans to purchase as many car seats and related supplies as possible and distribute on a first come, first serve basis once client needed has been verified.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135162	383900	Child Health	Miscellaneous Revenues	1000	Increase	Credit
135162	423104	Child Health	Special Projects	1000	Increase	Debit

Total	
Grand Total:	2000

Request Info	
Type	Budget Amendment
Description	Diabetes Education Program
Justification	Board Meeting 06/04/2018-Appropriate \$649 of funds received from Martin-Tyrell-Washington District health department which provides regional assistance for diabetes education. These funds will provide patient education materials.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135173	383900	Diabetes Education	Miscellaneous Revenues	649	Increase	Credit
135173	426000	Diabetes Education	Supplies and Materials	649	Increase	Debit

Total	
Grand Total:	1298

Request Info	
Type	Budget Amendment
Description	Occupancy Tax
Justification	Board Meeting 06/04/2018-Appropriate Occupancy Tax revenue of \$200,000 and corresponding expenditures for projected occupancy tax thru June 30,2018.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104930	327000	Brunswick County Occupancy Tax	1% Occupancy Tax-County	60000	Increase	Credit
104930	327001	Brunswick County Occupancy Tax	1% Occupancy Tax-Municipal	140000	Increase	Credit
104930	439300	Brunswick County Occupancy Tax	Collection Cost-Municipal	2000	Increase	Debit
104930	439301	Brunswick County Occupancy Tax	Collection Cost-Brunswick Cty	4000	Increase	Debit
104930	465100	Brunswick County Occupancy Tax	Contributions	194000	Increase	Debit

Total	
Grand Total:	400000

Request Info	
Type	Budget Amendment
Description	Workers Compensation
Justification	Board Meeting 06/04/2018-Appropriate fund balance of \$450,000 to ensure available budget for claims not paid at year end for accrual.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
812000	399100	Workers' Compensation Fund	Fund Balance	450000	Increase	Credit
812000	418303	Workers' Compensation Fund	Workers Compensation	450000	Increase	Debit

Total	
Grand Total:	900000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 8.

From: Sheriff's Office - Assignment of Equipment Storage Space
Mark Trull

Issue/Action Requested:

Request that the Board of Commissioners approve the Sheriff's Office's space assignment of the former Hickman Library to be used for storage.

Background/Purpose of Request:

Request that the Board of Commissioners approve the Sheriff's Office's acquisition of the recently vacated Hickman Library. This acquisition will allow the Sheriff's Office to eliminate expenses incurred for monthly storage costs at various locations throughout the county.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Sheriff's Office's space assignment of the former Hickman Library to be used for storage.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 9.

Utilities - 2017 Local Water Supply Plan

From:

John Nichols, P.E.

Issue/Action Requested:

Request that the Board of Commissioners approve the attached resolution adopting the 2017 Local Water Supply Plan.

Background/Purpose of Request:

In accordance with North Carolina General Statute 143-355 (l) the governing board of a water system must adopt a Local Water Supply Plan. The water supply plan provides characteristics of the water utility system, current and projected water use within the service area, drought response measures, future water supply sources, etc. Staff recommends that the Board approve the attached resolution in support of the 2017 Local Water Supply Plan.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the attached resolution adopting the 2017 Local Water Supply Plan.

ATTACHMENTS:

Description

- ☐ Utilities - 2017 Local Water Supply Plan - Attach 1
- ☐ Utilities - Local Water Supply Plan Resolution

Brunswick County

2017 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Brunswick County	PWSID:	04-10-045
Mailing Address:	PO Box 249 Bolivia, NC 28422	Ownership:	County
Contact Person:	Glenn Walker	Title:	Water Resources Manager
Phone:	910-371-3490	Fax:	910-371-5755
Secondary Contact:	John Nichols	Phone:	910-253-2657
Mailing Address:	PO Box 249 Bolivia, NC 28422	Fax:	910-253-4305

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of Lines
Asbestos Cement	6-16	3.15 %
Ductile Iron	6-42	9.04 %
Other	6-18	0.66 %
Polyvinyl Chloride	2-16	87.15 %

What are the estimated total miles of distribution system lines? **1,047 Miles**

How many feet of distribution lines were replaced during 2017? **10,700 Feet**

How many feet of new water mains were added during 2017? **26,400 Feet**

How many meters were replaced in 2017? **720**

How old are the oldest meters in this system? **9 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **8,870**

What is this system's finished water storage capacity? **19.3500 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? **Yes**

Programs

Does this system have a program to work or flush hydrants? **Yes, As Needed**

Does this system have a valve exercise program? **Yes, Annually**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

We monitor non-revenue water, we monitor flows at various points throughout our system, our billing software detects leaks on the customer side of the meter, and our SCADA system monitors pressure levels at various points in the system.

Water Conservation

What type of rate structure is used? **Increasing Block**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

Interconnection is with Little River Water Company.

Our reclaimed water system is for effluent disposal at County owned infiltration basins, forested drip irrigation sites, and forested spray irrigation sites. By agreement reclaimed water is sent and used by various golf courses in the County for irrigation at no cost to the golf course. The County does not provide reclaimed water at a cost, nor does it provide reclaimed water to its retail customers; therefore reclaimed water is not considered a replacement for service area potable water usage.

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Cape Fear River (02-3)	55 %	Brunswick	100 %
Shallotte River (09-4)	43 %		
Waccamaw River (09-3)	2 %		

What was the year-round population served in 2017? **94,967**

What was the seasonal population and months served in 2017? (if applicable) **166,608 (May Jun Jul Aug Sep)**

Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	40,934	4.1960	0	0.0000
Commercial	0	0.0000	0	0.0000
Industrial	15	2.6170	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **1.0500 MGD**

0.052 MGD is added to the Residential use for leak adjustments.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Bald Head Utilities	04-10-130	0.0440	365	0.5000	2050	Yes	Yes	10	Regular
Brunswick Regional (H2GO)	04-10-070	1.7670	365	1.0000	2034	Yes	Yes	24;12	Regular
Holden Beach	04-10-060	0.4440	365	1.0000	2020	Yes	Yes	12;12	Regular
Leland, Town of	70-10-058	0.3150	365	2.0000	2035	Yes	Yes	16	Regular
Little River Water Company	00-00-000	0.0000	1	1.5000		Yes	Yes	12	Emergency
Navassa	04-10-065	0.0930	365	0.2000	2023	Yes	Yes	12	Regular
Northwest	70-10-045	0.0650	365	0.2500	2037	Yes	Yes	12	Regular
Oak Island	04-10-020	0.9520	365	2.0000	2020	Yes	Yes	12;16	Regular
Ocean Isle Beach	04-10-035	0.6670	365	1.8000	2040	Yes	Yes	12;8	Regular
Shallotte	04-10-025	0.5150	365	0.7500		Yes	Yes	30;12	Regular
Southport	04-10-010	0.5320	365	1.4180	2020	Yes	Yes	24;24	Regular

The metered usage for the town of Shallotte was under reported prior to the water meter being replaced in July of 2017. The meter reading and an estimate were added together for the months of January through June in order to come up with the gpd for the year. The estimated flows of January through June are based on current usage trends through Feb. 2018.

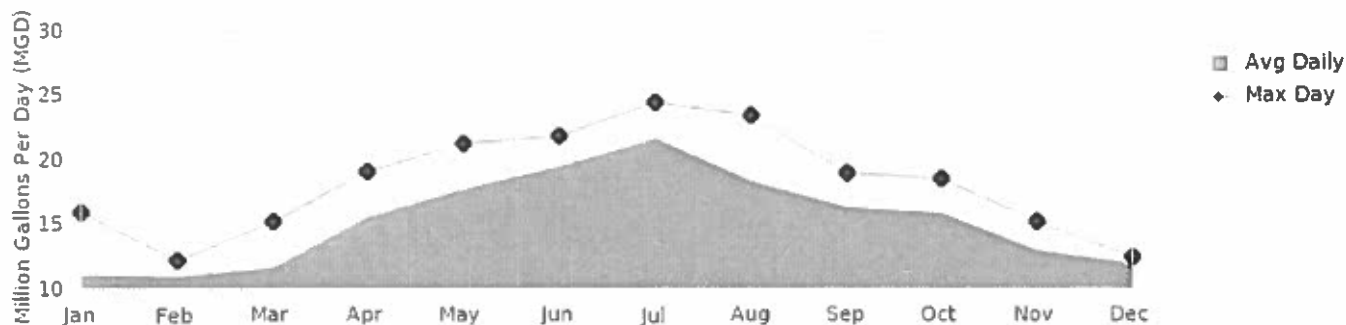
In the contract with Brunswick Regional it states Brunswick County is to supply "such quantity that may be required by the purchaser not to exceed 30 million gallons per month." On the average, the county supplies significantly more than that.

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	10.9500	15.8200	May	17.6000	21.2970	Sep	16.1800	18.9320
Feb	10.8600	12.0810	Jun	19.3100	21.8980	Oct	15.8100	18.4810
Mar	11.5100	15.2030	Jul	21.6200	24.4320	Nov	12.8900	15.1100
Apr	15.4400	19.1340	Aug	18.1800	23.3880	Dec	11.7800	12.4340

Brunswick County's 2017 Monthly Withdrawals & Purchases



Ground Water Sources

Name or Number	Average Daily Withdrawal (MGD)		Max Day Withdrawal (MGD)	12-Hour Supply (MGD)	CUA Reduction	Year Offline	Use Type
	MGD	Days Used					
1	0.2400	176	0.24	0.9000			Regular
11	1.0200	164	1.2	1.6600			Regular
12	0.6200	156	0.62	0.6200			Regular
12-A	0.3000	168	0.3	0.3000			Regular
15	0.5700	196	0.6	0.8200			Regular
16	0.7300	141	0.73	0.7200			Regular
17	0.2900	116	0.3	0.3000			Regular
18	0.3400	48	0.350	0.3500			Regular
19	0.3000	102	0.3	0.7300			Regular
2	0.1870	153	0.2	0.2600			Regular
3	0.3000	139	0.3	0.3000			Regular
5	0.2440	67	0.244	0.2440			Regular
6a	0.3650	153	0.365	0.3750			Regular
8	0.9500	216	0.95	1.3000			Regular

Ground Water Sources (continued)

Name or Number	Well Depth (Feet)	Casing Depth (Feet)	Screen Depth (Feet)		Well Diameter (Inches)	Pump Intake Depth (Feet)	Metered?
			Top	Bottom			
1	175	174	90	170	10	84	Yes
11	164	164	0	0	10	84	Yes
12	96	96	0	0	8	50	Yes
12-A	114	114	60	110	10	63	Yes
15	129	129	75	125	10	74	Yes
16	155	155	63	153	10	52	Yes
17	155	155	0	0	8	70	Yes
18	155	155	0	0	10	0	No
19	150	150	64	144	10	0	No
2	163	163	60	160	10	65	Yes
3	159	159	70	155	10	72	Yes
5	156	156	68	148	10	73	Yes
6a	280	180	100	160	12	90	Yes
8	153	153	65	150	10	70	Yes

Are ground water levels monitored? **Yes, Quarterly**Does this system have a wellhead protection program? **Yes**

Water Purchases From Other Systems

Seller	PWSID	Average Daily	Days Used	MGD		Contract Expiration	Recurring	Required to comply with	Pipe Size(s)	Use Type

		Purchased (MGD)					water use restrictions?	(Inches)	
Cape Fear WASA	50-09-013	12.9270	365	24.0000	2031	Yes	Yes	48	Regular
Little River Water Company	00-00-000	0.9530	1	1.5000		Yes	Yes	12	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
NC Highway 211 WTP	6.0000	Yes	Yes	Castle Hayne Aquifer
Northwest WTP	24.0000	Yes	Yes	Cape Fear River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2017? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2017? **No**

If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **Yes**

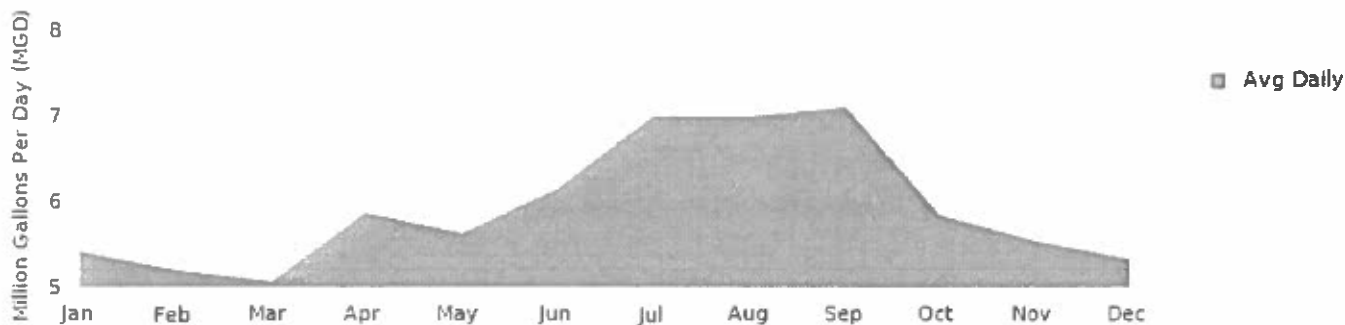
Northwest WTP is going under design for an expansion to 36mgd in FY19'.

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	5.4100	May	5.6230	Sep	7.1070
Feb	5.1900	Jun	6.1380	Oct	5.8310
Mar	5.0650	Jul	6.9870	Nov	5.5370
Apr	5.8670	Aug	7.0060	Dec	5.3250

Brunswick County's 2017 Monthly Discharges



How many sewer connections does this system have? **17,237**

How many water service connections with septic systems does this system have? **23,724**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **Yes**

Northeast Brunswick Regional Wastewater System is now in the scoping phase for the 1.65 mgd expansion.

The Shallotte WWTP expansion project has been submitted to DEQ for a 0.750 mgd expansion.

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0044873	0.5300	0.5300	0.3300	0.5660	Caw Caw Drainage Canal	Waccamaw River (09-3)
NC0086819	2.4750	2.4750	1.8540	3.9790	Lower Cape Fear	Cape Fear River (02-3)
WQ 006085	1.0500	1.0500	0.3350	0.7910	None	Shallotte River (09-4)
WQ0000798	0.5000	0.5000	0.1950	0.6620	None	Lumber River (09-1)

WQ0012748	0.5000	0.3000	0.1470	0.2360	None	Shallotte River (09-4)
WQ0023693	6.0000	6.0000	3.0480	5.8630	None	Cape Fear River (02-3)

Correction was made to NC0044873 in that the permitted and design flow are 0.530MGD not 0.535.

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Brunswick Regional (H2GO)	04-10-070	Receiving	0.5980	365	0.6850
City of Northwest	70-10-045	Receiving	0.0170	365	0.1250
City of Southport	04-10-010	Receiving	0.4580	365	0.7500
Holden Beach	04-10-060	Receiving	0.1420	365	1.0000
Leland	70-10-058	Receiving	0.9160	365	1.1600
Ocean Isle Beach	04-10-035	Receiving	0.3220	365	1.5000
Town of Navassa	04-10-065	Receiving	0.1900	365	0.1700
Town of Oak Island	04-10-020	Receiving	0.5370	365	3.0000
Town of Shallotte	04-10-025	Receiving	0.3390	365	1.0000

5. Planning

Projections

	2017	2020	2030	2040	2050	2060
Year-Round Population	94,967	96,374	117,025	138,790	158,803	182,622
Seasonal Population	166,608	240,935	292,561	345,222	397,007	456,556
Residential	4.1960	6.5000	7.5000	8.5000	9.5000	10.5000
Commercial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Industrial	2.6170	1.8000	2.1930	2.1930	2.1930	2.1930
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	1.0500	1.0000	3.5000	4.5000	4.5000	4.5000
Unaccounted-for	2.4111	1.6110	1.9390	2.1120	2.2860	2.4590

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Cape Fear WASA	50-09-013	Purchase	26.0000	2023		Regular

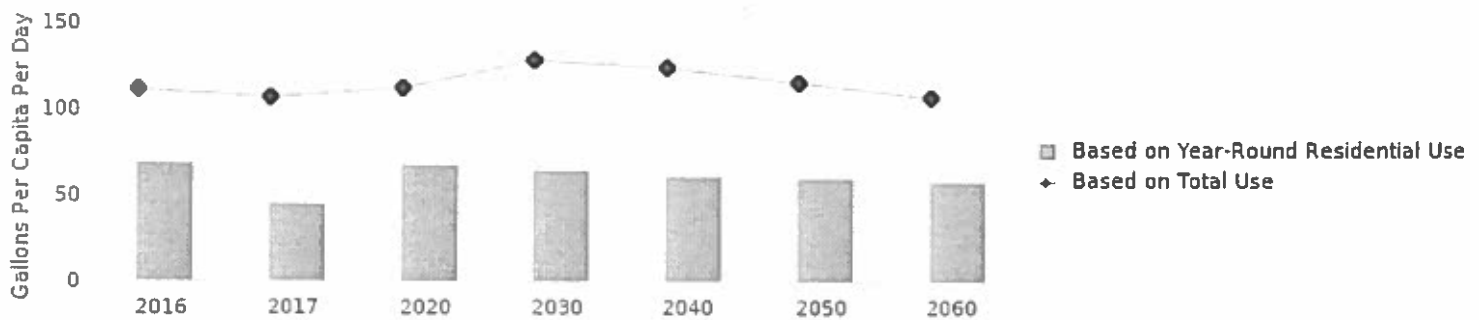
Brunswick County is in negotiations to expand its raw water allocation from 24 mgd to 50 mgd.

LCFWASA is in preliminary design to parallel its existing raw water line in order to meet the future demands from Brunswick County, CFPWA, and Pender County.

Demand vs Percent of Supply

	2017	2020	2030	2040	2050	2060
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	8.8790	8.8790	8.8790	8.8790	8.8790	8.8790
Purchases	24.0000	24.0000	24.0000	24.0000	24.0000	24.0000
Future Supplies		0.0000	26.0000	26.0000	26.0000	26.0000
Total Available Supply (MGD)	32.8790	32.8790	58.8790	58.8790	58.8790	58.8790
Service Area Demand	10.2741	10.9110	15.1320	17.3050	18.4790	19.6520
Sales	5.3940	11.6850	11.6850	11.6850	11.6850	11.6850
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	15.6681	22.5960	26.8170	28.9900	30.1640	31.3370
Demand as Percent of Supply	48%	69%	46%	49%	51%	53%

Brunswick County's Projected Gallons Per Capita Per Day (GPCD) Over Time



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 44 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs? **The County uses increasing block rates on its potable water rate and irrigation rate charges.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **The County and CFPWA completed a study to determine the feasibility of interconnecting the two utilities for increased redundancy.**

LCFWASA is in preliminary design to expand its raw water pumping capability by adding a parallel raw water main. This will give Brunswick County and its partners additional capacity.

Brunswick County and LCFWASA are in negotiations to increase the raw water allocation from 24 mgd to 50 mgd .

Brunswick County is contracting to have a PER done for the 3rd phase of the expansion to 36mgd at the Northwest WTP in FY18-19.

How does the water system intend to implement the demand management and supply planning components above? **Brunswick County is reviewing its rate structure and may make rate adjustments to meet debt service commitments. Brunswick County is working with DEQ to identify agency concerns with the expansion project.**

Additional Information

Has this system participated in regional water supply or water use planning? **Yes, Brunswick County is a member of the LCFWASA that provides raw water to the region. Brunswick County, CFPWA, and Pender County all receive raw water from the LCFWASA. The LCFWASA is currently working with its members to design and construct a new raw water main parallel to its existing raw water main.**

What major water supply reports or studies were used for planning? **LCFWASA Kings Bluff Water Facility Evaluation of Parallel Raw Water Main February 2015.**

Hazen and Sawyer PER Expansion of the Northwest WTP 2008

Preliminary Design Memorandum LCFWASA Parallel Raw Water Main 2017

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: **Phase 3 of the Northwest WTP expansion will go under design in FY19 with construction slated for FY20. Additionally with the discovery of unregulated contaminants namely PFAS compounds in the Cape Fear River water source, Brunswick County is undergoing a study to explore the addition of advance treatment to the Northwest WTP.**

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

County of Brunswick
Office of the County Commissioners



LOCAL WATER SUPPLY PLAN RESOLUTION

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Brunswick County Public Utilities, has been developed and submitted to the Brunswick County Board of Commissioners for approval; and

WHEREAS, the Brunswick County Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Brunswick County Public Utilities, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Brunswick County Board of Commissioners of Brunswick County Public Utilities that the Local Water Supply Plan entitled, Brunswick County Public Utilities Local Water Supply Plan dated 2017, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Brunswick County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 4th day of June 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 10.

From:

John Nichols, PE

Utilities - AECOM Contract Amendment #3

Issue/Action Requested:

Request that the Board of Commissioners approve Contract Amendment No. 3 with AECOM Technical Services of North Carolina, Inc., in the amount of \$33,351.04 for engineering services associated with the NCDOT R-5021 Highway 211 widening project from Midway Road to Highway 87. These costs will be reimbursed by NCDOT.

Background/Purpose of Request:

The North Carolina Department of Transportation (NCDOT) plans to widen NC 211 from a point just west of the Midway Road intersection to a point just east of the intersection with Highway 87 in Southport. Within the corridor, Brunswick County has a 24" raw water main, 24" and smaller potable water mains, a 16" force main, a 16" reuse force main, along with various smaller pipes, services, and appurtenances that will need adjustments and/or complete relocations. The NCDOT is requesting changes to the drawings to facilitate permitting that will require additional work valued at \$33,351.04. The current agreement amount is \$479,505.80.

Based on the additional design effort, an amended scope of work has been negotiated with AECOM Technical Services of North Carolina, Inc. Staff recommends approval of the proposed Contract Amendment No. 3 with AECOM Technical Services of North Carolina, Inc., in the amount of \$33,351.04 for a revised contract value of \$512,856.52. This amount will be reimbursed by NCDOT.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget Amendment and the associated capital project ordinance appropriates \$33,351 in State Revenues for amendment number 3 for the DOT Hwy 211 Expansion project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve Contract Amendment No. 3 with AECOM Technical Services of North Carolina, Inc., in the amount of \$33,351.04 for engineering services associated with the NCDOT R-5021 Highway 211 widening project from Midway Road to Highway 87. These costs will be reimbursed by NCDOT.

ATTACHMENTS:

Description

- ▣ Amendment #3
- ▣ 20180604 Budget Amendment NCDOT Hwy 211 Expansion
- ▣ 20180604 CPO NCDOT Hwy 211 Expansion

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 27, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 18, 2015
- b. Owner: Brunswick County
- c. Engineer: AECOM Technical Services, North Carolina, Inc.
- d. Project: Highway 211 Utility Relocations for NCDOT Project R-5021

2. *Description of Modifications:*

Paragraph 7.02: Engineer shall perform or furnish the following Additional Services:

- A. The additional engineering services required include revising plan and profile sheets to eliminate open cutting through the wetlands, and instead, designing the utilities to go through the wetlands by way of horizontal directional drilling (HDD). Revisions will be made to the calculations, cost estimates, and sedimentation and erosion control measures. Revised plans will be submitted to Brunswick County, NCDOT, Division of Land Quality, and Public Water Supply. Following is a listing of the areas that will be affected:
 - 1) Design HDD for the 16" reclaimed water main through the wetlands:
 - a) From approximate L-Station 83+60 to L-Station 86+35 (275 feet).
 - b) From approximate L-Station 100+87 to L-Station 110+26 (Extend designed HDD approximately 579 feet).
 - c) From approximate L-Station 113+85 to L-Station 143+05 (2,920 feet).
 - 2) Design horizontal directional drilling (HDD) for the 24" force main through the wetlands:
 - a) From approximate L-Station 83+60 to L-Station 86+35 (275 feet).
 - b) From approximate L-Station 100+87 to L-Station 110+26 (Extend designed HDD approximately 424 feet).
 - c) From approximate L-Station 113+85 to L-Station 143+05 (2,920 feet).
 - 3) Design HDD for the 12" and 16" potable water main through the wetlands:
 - a) From approximate L-Station 65+00 to L-Station 68+05 (305 feet of 16").
 - b) From approximate L-Station 81+75 to L-Station 84+90 (315 feet of 12").
 - 4) Design HDD for the 18" raw water main through the wetlands:
 - a) From approximate L-Station 152+86 to L-Station 205+90 (5,304 feet).
 - b) From approximate L-Station 223+08 to L-Station 224+00 (Extend designed HDD approximately 92 feet).
 - 5) Design HDD for the 24" potable water main through the wetlands:

- a) From approximate L-Station 257+95 to L-Station 275+95 (1,800 feet).
- b) From approximate L-Station 277+60 to L-Station 284+40 (680 feet).
- 6) Design HDD for the Alternate Bid - 16" force main through the wetlands:
 - a) From approximate L-Station 83+60 to L-Station 86+35 (275 feet).
 - b) From approximate L-Station 100+87 to L-Station 110+26 (Extend designed HDD approximately 424 feet).
 - c) From approximate L-Station 113+85 to L-Station 143+05 (2,920 feet).

Paragraph 7.02 For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

a. NCDOT Originated Additional Services: \$33,351.04

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$401,590.00
b. Net change for prior amendments:	\$77,915.48
c. <u>This amendment amount:</u>	<u>\$33,351.04</u>
d. Adjusted Agreement amount:	\$512,856.52

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 27, 2018.

OWNER: Brunswick County

ENGINEER: AECOM Technical Services of North Carolina, Inc.

By: _____

By: Carl C. Chambers, PE

Title: Chairman

Board of Commissioners

Title: Mid-Southeast Area –Water Infrastructure Leader

Date Signed: _____

Date Signed: March 28, 2018

Clerk to the Board

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

Finance Director – Brunswick County

Request Info	
Type	Budget Amendment
Description	AECOM Contract Amendment 3
Justification	Board Meeting 06/4/2018-Appropriate \$33,351 of State Revenues for NCDOT Hwy 211 Expansion engineering contract amendment number 3 with AECOM Technical Services.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
448267	332000	NCDOT Hwy 211 Expansion	State Revenues - Restricted	33351	Increase	Credit
448267	464001	NCDOT Hwy 211 Expansion	Arch/Engnrg/Legal	33351	Increase	Debit

Total	
Grand Total:	66702

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**NCDOT Hwy 211 Expansion
(448267)**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Wastewater Capital Projects Fund:

Wastewater Capital ProjectsFund:

Revenues:

State Revenues Restricted	97,302
WBR WWTP - Southport Contribution	<u>24,400</u>
Total Wastewater Capital Project Revenues	\$ 121,702

Expenditures:

Arch/Eng/Legal	121,702
Construction	<u>-</u>
Total Wastewater Capital Project Expenditures	\$ 121,702

Section 2. This Capital Project Ordinance shall be entered into the minutes of the June 4, 2018 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # V. - 11.

From:

Donald Dixon

Utilities - WBRWWTP Oak Island Repump Station Repair Work

Issue/Action Requested:

Request that the Board of Commissioners approve issuance of a purchase order in the amount of \$220,600 for unexpected repair work at the West Brunswick Regional Wastewater Treatment System Oak Island Repump Station.

Background/Purpose of Request:

Due to hydrogen sulfide corrosion of piping at the Oak Island Repump Station, the county must replace approximately 280 lineal feet of piping and install associated tees, pipes, fittings, and valves.

On May 17, 2018, Brunswick County received three informal bids for repair work at the Oak Island Repump Station. Staff recommends accepting Alternate #1 on the bid form. The Contractor shall provide all labor; materials, testing, and equipment necessary to complete the work. The lowest bidder for the work is State Utility Contractors in the amount of \$220,600.00. A bid tabulation sheet is also attached.

County staff recommends approval of the informal bids. Upon approval of the informal bids, the county will issue a purchase order to the low bidder, State Utility Contractors.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Funds available in the current West Brunswick Regional Facility Budget.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve issuance of a purchase order in the amount of \$220,600 for unexpected repair work at the West Brunswick Regional Wastewater Treatment System Oak Island Repump Station.

ATTACHMENTS:

Description

- Utilities - Bid Tabulation - Attach 1

BID RFQ-BCPU-2018-01

Oak Island Bypass Repairs Project May 17, 2018 @ 3:00 PM

CONTRACTOR	Quote #1 Includes "Material List"	Quote #2 Excludes "Material List"	Unit Price #1 Add'l pipe
Burnette Enterprises 116 Wetland Dr. Wilmington, NC 28412	\$225,000.00	No response	No response
State Utility Contractors, Inc. 4417 Old Charlotte Highway PO Box 5019 Monroe, NC 28111-5019	\$220,600.00	\$145,000.00	No response
Carmichael Construction Company, Inc. 7297 River Rd SE P.O. Box 11029 Southport, NC 28461	\$222,500.00	\$149,500.00	No response



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # VI. - 1.

From:
Ann Hardy

Administration - Fire Service Standards and Request of Fire
Commission (Malcolm Smith, Fire Administrator)

Issue/Action Requested:

Request that the Board of Commissioners consider the recommended Fire Services Standards proposed by the Brunswick County Fire Commission and the Commission's request for further direction.

Background/Purpose of Request:

The Brunswick County Fire Commission met on May 24, 2018 and submitted a list of recommended service standards for the Board of Commissioners to consider. The Commission asked that the Board of Commissioners provide further direction to the Commission.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Recommended by the Brunswick County Fire Commission

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the recommended Fire Services Standards proposed by the Brunswick County Fire Commission and the Commission's request for further direction.

ATTACHMENTS:

Description

▣ Fire Standards

Brunswick County Fire Commission

Recommended Standards

- 1) For Structure Fires in the department's primary district, the department shall meet the 9S requirements of NCOSFM 11NCAC 05A .0909.
- 2) For fires and hazardous conditions (including vehicle accidents) other than structure fires in the department's primary response district, the departments will provide at a minimum two personnel 80% of the time.
- 3) Total response time (dispatch time to arrival at scene) for all medical responses inside the department's primary response district shall be a vehicle equipped with medical supplies including an AED in 12 minutes or less 90% of the time.
- 4) For departments responding to all medical calls, excluding vehicle accidents in the department's primary response district, the department will provide a minimum of 2 personnel 90% of the time. At least one shall be certified through NCOEMS at the Basic EMT Level.
- 5) For departments responding to high acuity medical calls (Bravo, Charlie, Delta, Echo) excluding vehicle accidents in the department's primary response district, the department will provide a minimum of 2 personnel 90% of the time. At least one shall be certified Medical Responder (MR) Level.
- 6) For departments responding to Echo level medical calls, excluding vehicle accidents in the department's primary response district, the department will provide a minimum of 2 personnel 90% of the time. At least one should be at the Medical Responder (MR) Level, or EMC FF I-II, CPR and AED certified.
- 7) For automatic aid responses, outside of the department's primary response district, the department will provide at least two personnel responding on a single apparatus 90% of the time.
- 8) Total response time (dispatch time to arrival at scene) for all fire and hazardous condition responses (excluding 500, 600 and 900 call types) inside the department's primary response district shall, at a minimum, be an apparatus appropriate for the call type in 12 minutes or less, 75% of the time.
- 9) Department shall require 100% of interior firefighters to be compliant through the NCOSFM certification or meets NFPA 1403 objectives.
- 10) Department shall require all response members/employees to have no less than 36 training hours per year. (as per 9S requirement 11NCAC 05A .0907)
- 11) The department shall maintain 12 Firefighter (I, II, or III) certified members for their main station and 3 for each additional station. (75% of minimum required roster members as per 9S requirement 11NCAC 05A .0906)
- 12) Department will require 100% of response members/employees to participate in an annual fitness for duty examination that is compliant with NFPA 1582. Physician examination results will determine the member/employee's duty level.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # VI. - 2.

From:
Steve Stone, Deputy County Manager

Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)

Issue/Action Requested:

Request that the Board of Commissioners consider offers that have been submitted for surplus parcels.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
173GA015	Carolina Rd., BSL	.6 acre	\$7,000.00	12-29-1986	\$697.88	\$2,158.00
070DA022	454 Creekview Ln	.33 acre	\$17,700.00	3-2-2007	\$2,014.18	\$18,001.00
173AJ001	Kannapolis Rd., BSL	.24 acre	\$4,000.00	3-28-1994	\$0.00	\$3,000.00
173AJ002	Kannapolis Rd., BSL	.24 acre	\$4,000.00	3-28-1994	\$0.00	\$3,000.00

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners consider offers that have been submitted for surplus parcels.

ATTACHMENTS:

Description

- ❑ Bid Parcel # 173GA015
- ❑ Bid Parcel # 170DA022
- ❑ Bids Parcels # 173AJ001 173AJ002

From: [Speed Designer](#)
To: [Steve Stone](#)
Subject: Parcel 173GA015 Offer
Date: Thursday, May 17, 2018 1:34:15 PM

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Stone hope your week is going great! ☐

I spoke to you on the phone at the start of the week and you explained the process of purchasing surplus property so that's what this email is for. If you need a name on the offer my legal name is James Robinson but my company would be the one on the Deed if the sale occurs.

The information on the offer will be:

The Parcel number is 173GA015
The offer price: \$2,158.00

Speed Designer L.L.C.
201 Alston BLVD C-37
Hampstead North Carolina 28443
Office: 910-478-5965

Best Regards,

Jim Robinson
Speed Designer L.L.C.
201 Alston BLVD C-37
Hampstead North Carolina 28443
Cell Call/Text: [614-738-7051](tel:614-738-7051)
Office: 910-478-5965

via [Newton Mail](#)

From: [Ed Grogan](#)
To: [Steve Stone](#)
Subject: Surplus property offer
Date: Friday, May 18, 2018 1:59:47 PM

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Stone,

I would like to present the Brunswick County Board of Commissioners a proposal of \$18,001 for parcel # 070DA022 located at 454 Creekview Ln SE, Leland. Please advise if any specific letter format or notary is necessary.

Best Regards
Edward Grogan
910-477-4483

From: [Steve Shuttleworth](#)
To: [Steve Stone](#)
Cc: [Tidal Wave](#); [Brad Jones](#)
Subject: 2 lots in Boiling Springs Lakes
Date: Tuesday, May 29, 2018 10:11:49 AM

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Stone

I am submitting the following offer on 2 lots owned by Brunswick County
Parcel : L-15 B-C S-4 BSL Plat 6/160173AJ001 on Kannapolis Rd \$3000
Parcel : L-16 B-C S-4 BSL Plat 6/160173AJ002 on Kannapolis Rd \$3000

Buyer is Kannapolis, LLC a NC LLC
Managing Member Steve Shuttleworth

Please confirm receipt and if this is satisfactory to begin the process.

--

Steve Shuttleworth

Shuttleworth Inc
711 Carolina Beach Ave North
Carolina Beach
North Carolina 28428

719 499 1373 cell
719 623 0473 direct fax
Steve@steveshuttleworth.com
www.steveshuttleworth.com



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

From:
Andrea White

Action Item # VI. - 3.

Attorney - Tax Supervisor Appointment Term, Oath of Office, Order to Collect (Bob Shaver, County Attorney, and Frank Williams, Chairman)

Issue/Action Requested:

Request that the Board of Commissioners appoint Mr. Jeff Niebauer to serve as Brunswick County Tax Supervisor through June 30, 2022 per NCGS 105-294 and that he also be given the Oath of Office for Tax Collector and Tax Assessor, and the Order to Collect through June 30, 2022.

Background/Purpose of Request:

Mr. Jeff Niebauer was last appointed as the Brunswick County Tax Supervisor on June 2, 2014 for a 4-year term ending on June 30, 2018. Mr. Niebauer has continued to display a commitment to Brunswick County, professionalism, adherence to statutes, and capable management skills.

It is advantageous for Brunswick County to retain a Tax Supervisor to provide stability and continuity from one tax period to the next. The statutes provide that the Board of Commissioners shall appoint a county assessor to serve a term of not less than two nor more than four years. It is recommended that Mr. Niebauer be appointed as Tax Supervisor and given the Order to Collect for the maximum appointment term of 4 years.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Mr. Jeff Niebauer to serve as Brunswick County Tax Supervisor through June 30, 2022 per NCGS 105-294 and that he also be given the Oath of Office for Tax Collector and Tax Assessor, and the Order to Collect through June 30, 2022.

ATTACHMENTS:

Description

- ☐ Order of the Tax Collector
- ☐ Oath of the Tax Collector & Assessor

STATE OF NORTH CAROLINA

)

COUNTY OF BRUNSWICK

)

)

ORDER

To: Tax Collector of the County of Brunswick:

You are hereby authorized, empowered, and commanded to collect the taxes and file judgments as set forth in the tax records filed in the office of the Tax Collector and Tax Assessor of Brunswick County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Brunswick and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 4th day of June, 2018.

_____(Seal)
Frank Williams, Chair
Brunswick County Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board

_____(Seal)
Jeffery Paul Niebauer, Tax Collector

OATH OF TAX COLLECTOR & ASSESSOR

I, Jeffery Paul Niebauer, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Jeffery Paul Niebauer, will faithfully discharge the duties of my Office as Tax Collector and Tax Assessor of the County of Brunswick, North Carolina, and that I will not allow my actions as Tax Collector and Tax Assessor to be influenced by personal or political friendship or obligations, so help me, God.

This the 4th day of June, 2018.

Jeffery Paul Niebauer
Tax Collector/Assessor of Brunswick County

Attestation:

North Carolina
Brunswick County

Sworn to and subscribed before me this the 21st day of May, 2018.

(Seal)

, Notary Public

My Commission Expires



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

June 4, 2018

Action Item # VI. - 4.

From: Engineering - Water and Sewer Main Extension Policies Update
Wm. L. Pinnix, P.E. - Engineering Director (Wm. L. Pinnix, P.E., Engineering Director)

Issue/Action Requested:

Request that the Board of Commissioners review and approve the updated Neighborhood Petition Special Assessment District (SAD) Water & Sewer Main Extension policy and the County Enterprise Funded Water & Sewer Main Extension policy.

Background/Purpose of Request:

It has been several years since the county water and sewer main extension policies were updated. With the dissolution of the Utility Operations Board (UOB) the policies had to be updated to remove references to the UOB and also to incorporate other needed revisions.

Attached for Board review and approval are updated policies for:

- * Neighborhood Petition Special Assessment District (SAD) Water and Sewer Main Extensions
- * County Enterprise Funded Water and Sewer Main Extensions

Key revisions are:

Neighborhood Petition Special Assessment District (SAD) policy:

- 1) Combined three separate petition SAD policies into one comprehensive policy
- 2) Removed references to Utility Operations Board
- 3) Removed maximum per parcel assessment language
- 4) Added requirement for county staff to calculate a preliminary cost estimate for design and construction of the proposed water and/or sewer main extensions
- 5) Added language that the annual interest rate on unpaid assessments shall be eight percent (8%) per annum per N. C. G. S. 153A-200(a) unless a different rate is applied by direction of the Board of Commissioners

County Enterprise Funded Water and Sewer Main Extensions

- 1) Combined two separate water and sewer extension policies into one comprehensive policy
- 2) Removed references to Utility Operations Board
- 3) Added *Potential Payback* as a rating criteria with the requirement for full cost recovery within 7-10 years

through capital recovery fees and user service fees

Staff recommends Board review and approval of these updated Neighborhood Petition Special Assessment District (SAD) Water & Sewer Main Extensions and the County Enterprise Funded Water & Sewer Main Extensions policies.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the updated Neighborhood Petition Special Assessment District (SAD) Water & Sewer Main Extension policy and the County Enterprise Funded Water & Sewer Main Extension policy.

ATTACHMENTS:

Description

- ☐ Neighborhood Petition SAD Policy
- ☐ County Enterprise Funded Water and Sewer Main Extension Policy

Brunswick County

Neighborhood Petition Special Assessment District

Water & Sewer Main Extension Policy

The Brunswick County Board of Commissioners has established a Neighborhood Petition Special Assessment District Process for new water distribution and sewer collection mains. This policy allows residents in existing neighborhoods to petition the board for the installation of water or sewer mains in their neighborhood. For new sewer mains, any neighborhood that will require a sewer pump station must have one hundred (100) or more parcels. Whether a neighborhood will require a sewer pump station will be determined by county staff prior to beginning a petition process.

The first step in the petition special assessment district process is for the neighborhood facilitator to meet with the county Engineering Services department. The process will be explained to the facilitator and the facilitator will determine if they would like to proceed with circulation of a petition for a special assessment district. If the facilitator decides to proceed, county staff will assist the facilitator in determining the area to be served. Engineering staff will prepare a preliminary cost estimate for design and construction of the new water and / or sewer system to estimate the total project cost and the estimated per parcel assessment. Based upon this preliminary estimate the project may, or may not, be allowed to proceed. If the petition special assessment district project can proceed a map of the proposed service area will be developed and provided to the facilitator. County staff will also determine the property owners who would be served by the project and provide the facilitator with a petition signature form listing all the parcel ID numbers, property owners, their mailing addresses as listed in the county tax rolls, and the estimated per parcel assessment that each property owner would pay.

The facilitator would be responsible for circulating the petition in the neighborhood and collecting signatures of property owners. The petition shall be returned to the Engineering Services department no later than ninety (90) days from the date it was issued by county staff to the facilitator. Residents who rent their properties from the legal owner of a parcel are not eligible to sign the petition. Only parcel owners can sign the petition. Multiple petition forms may be circulated as some property owners may not live in the neighborhood. Once the facilitator circulating the petition has obtained all the signatures, and either **yes** or **no** on the petition, the petition form(s) are to be returned to the Engineering Services department before the end of the ninety (90) day period.

Engineering Services department staff will review the petition and determine the number of property owners who have signed the petition in favor of the project. If the number of property owners who have signed the petition exceeds 50% of the property owners eligible to sign the petition Engineering Services department staff will then forward the petition to the Board of Commissioners for consideration.

Brunswick County's decision to undertake an assessment project shall not require endorsement from a majority of the property owners benefiting from said project. In determining whether to proceed with an assessment project, the Board of Commissioners will consider the needs of all property owners who are impacted by such a project and may establish a different minimum endorsement percentage for consideration of projects. However, all property owners will be assessed their proportionate share of the total cost of the project inclusive of design, permitting, and construction.

If approved, the Board of Commissioners may choose to create the petition Special Assessment District for the design and construction of the extension of water and /or sewer mains to the neighborhood.

Assessment

If the Board of Commissioners orders the water and/or sewer mains to be installed in a neighborhood, the board will create a Special Assessment District. Property owners in the Special Assessment District will be required to pay their proportionate share of the total cost of designing and constructing the water and / or sewer mains needed to provide service to their property.

Prior to establishment of the Special Assessment District, the Board of Commissioners will hold a public hearing to receive input from property owners within the Special Assessment District. Property owners within the Special Assessment District will receive a letter letting them know the date, time, and place of the public hearing.

After the public hearing the Board of Commissioners may direct the work to be done. At this point county staff will oversee the design and construction of the project. After completion of the project, and receipt of all required approvals to operate the system, each property owner will receive a letter indicating the amount of the per parcel assessment on their property and notifying them of the final public hearing. After the final public hearing the Board of Commissioners will make its final determination and the property owners will be assessed their proportionate share of the project cost.

Extension to new development will not be financed through the assessment process. If undeveloped land within an assessment area benefits from an assessment project, then such land will be assessed for the improvements. Undeveloped land through or along the construction routes of required offsite water and / or sewer line extensions may also be assessed.

IMPORTANT

**The Board of Commissioners reserves the right to reject all bids and
cancel the Special Assessment District project for any reason.**

Upon completion of the project, property owners will be notified and a Final Assessment Roll adopted. Liens against the property will be recorded as security for the amount of the assessment. Assessments may be paid without interest at any time before the expiration of thirty (30) days from the date that notice of confirmation of the Final Assessment Roll is published. If the assessments are not paid within this time then annual installments shall bear interest at eight percent (8%) per annum per N.C.G.S 153A-200(a) unless a different interest rate is applied by direction of the Board of Commissioners. The payment period for the annual installment payment of assessments shall be three (3) years. In the event one or more payments of the assessment against a parcel of property are not made in accordance with the terms for such payment, Brunswick County may take action under the lien to collect the money due.

For property owners with existing structures, or who make application for a building permit, on their property who make application for service and pay their assessment in total within one year of the notice of confirmation of the Final Assessment Roll, the Water and / or Sewer Capital Recovery Fee will be waived. The property owner will still be required to pay the Water and / or Sewer Transmission Capital Recovery Fee. All property owners with existing structures connecting after the expiration of the one-year period will be required to pay the Water and/or Sewer Capital Recovery Fee and the Water and/or Sewer Transmission Capital Recovery Fee in effect at the time of application for service.

For low pressure sewer systems, the grinder pump station will not be included in the assessment. The cost for installing the grinder pump station shall be the rate charged by the County at the time of the application for service.

Brunswick County Public Utilities

Administration

P. O. Box 249 Bolivia, NC 28422
250 Grey Water Road NE Supply, NC
910-253-2657

Customer Service / Billing

P. O. Box 469
Bolivia, NC 28422
75 Courthouse Drive NE
910-253-2655 (option 3)

Engineering Services

P. O. Box 249
Bolivia, NC 28422
75 Courthouse Drive NE
Building I
910-253-2500

COUNTY ENTERPRISE FUNDED WATER AND SEWER MAIN EXTENSIONS

BACKGROUND

The purpose of the County Enterprise Funded Water and Sewer Main Extension Program is to identify streets or areas with existing water mains and / or low-pressure sewer collection mains that can be extended to serve additional parcels in a cost-effective manner.

PROGRAM

County staff, along with input from the County Manager and the Board of Commissioners, will identify streets or areas where existing water and / or low-pressure sewer mains could reasonably be extended to serve additional platted lots or where a system interconnect is needed. New development will not be served with this program.

County staff will be responsible for evaluating the streets and areas on the list based upon the following rating criteria:

Project Cost	Number of Parcels
Number of Existing Habitable Structures	System Interconnectivity
Fire Flow Potential (if water being extended)	Grant Potential
Water Availability (if sewer being extended)	Economic Development Potential
Sewer Availability (if water being extended)	
Documented public health issues (eg, failing wells and / or failing septic systems)	
Potential Payback – Return on Investment for full cost recovery within 7-10 years through capital recovery fees and user service fees	

After the streets and areas are rated using the evaluation criteria the final list will be submitted to the Board of Commissioners for their review and concurrence. If the Board of Commissioners approves the list and rankings, and funds are budgeted on the current fiscal year Capital Improvement Program (CIP), then county staff will send survey letters to the property owners with existing structures on the top ten ranked streets or areas to determine their willingness to connect to the water main and / or sewer mains if constructed.

A minimum of thirty-three percent (33%) of the property owners must reply in the affirmative prior to the deadline in the letter for a project to be deemed viable. All streets returning the minimum thirty-three percent (33%) affirmative response will then be sent to the Board of Commissioners for review and approval. Those streets that do not return a minimum of thirty-three (33) percent affirmative responses will be dropped from the list and will not be considered for ranking again for a minimum of five (5) years.

No more than ten (10) streets will be surveyed per year, and the process cancelled for that fiscal year if no streets indicate sufficient interest in having new water and / or sewer mains constructed on their street or area.

In the case where budgeted funding is not sufficient to construct water and /or sewer mains on all streets or areas that indicated sufficient interest for new service then those streets or areas will be maintained on a listing for future installation when funding becomes available.

As an incentive for early connections to a new sewer main, if a property owner connects within three months of the sewer being available, the county will waive the value of one Residential Equivalent Unit (REU) of sewer flow. This is currently equivalent to \$4000.00 for all users.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # VI. - 5.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Disaster Debris Management Contract
(Stephanie Lewis)

Issue/Action Requested:

Request that the Board of Commissioners receive information and provide direction in regards to the Disaster Debris Management Contract.

Background/Purpose of Request:

Brunswick County, along with 14 municipalities are currently contracted with Crowder Gulf for Disaster Debris Management. Mid-May Crowder Gulf brought to our attention that this contract should be rebid due to a few items missing on the proposal. They also recently mentioned wanting to set a minimum amount of estimated debris in order to activate the contract and/or potentially requesting a CPI increase. All items are being considered by staff. An addendum may be requested if necessary.

Staff also was recently made aware of concerns regarding Crowder Gulf's performance and have researched these concerns and were unable to find any documented issues.

The options that staff have proposed are as follows:

- 1) Leave current contract in place and seek proposals to add a second contractor as a back up, or depending on volume of debris, as an additional contractor.
- 2) Prepare and seek proposals to enter into a contract for disaster debris contractors, which Crowder Gulf would be eligible to bid on.

Options discussed with Crowder Gulf are:

1. Amendment to the contract at the time of activation is sufficient for items not included in the contract pricing, such as HHW, white goods, etc.
2. Amendment at the current time to define a major disaster or a cubic yard threshold for activations.
3. CPI increase to existing rates in lieu of an amendment for a cubic yard threshold.
4. Holding status quo with the existing contract terms for the 2018 season and rebid post season.

Many local governments contract with two disaster debris companies to make certain they are prepared in the event of a disaster. This was recently recommended to us and something we had planned to do in the future. The benefit of continuing the contract with Crowder Gulf is that we currently have low rates. During a recent discussion with a Crowder Gulf representative they mentioned \$10 and \$12 per cubic yard rates for right-of-way pickup and hauling of debris for small municipalities, which is potentially a 74% increase from our current contract rate. This rate is more applicable to smaller municipalities, however it may affect our rate due to entering into a multi-jurisdictional contract.

Staff is requesting guidance on how to proceed with our disaster debris contract.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners receive information and provide direction in regards to the Disaster Debris Management Contract.

ATTACHMENTS:

Description

- ▣ Crowder Gulf Contract

Multi-Jurisdictional Disaster Debris Management Contract

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

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

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

Article I

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

Article II

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

Article III

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

Article IV

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

Termination for Cause

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

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

Immediate Termination for Convenience without Cause

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

Article V

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

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

Article VI

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

Article VII

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

Article VIII

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

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

Contractor: Crowder Gulf
5435 Business Parkway
Theodore, AL 36582

Article IX

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

Article X

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

Article XI

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

Article XII

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

Article XIII

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

Article XIV

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

Article XV

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

Article XVI

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

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

Article XVII

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

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

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

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

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

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

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

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


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

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

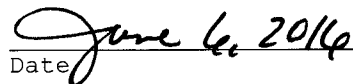
Shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).

Article XVIII

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



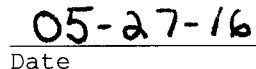
Brunswick County



Date




Crowder Gulf

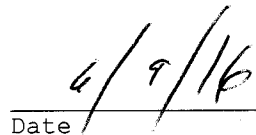


Date

Approved as to Form.

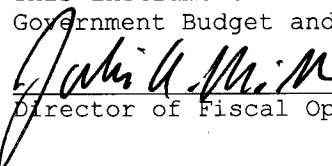


County Attorney

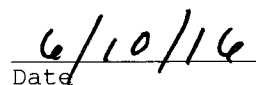


Date


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



Director of Fiscal Operations



Date

CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 5/23/2016	
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				Unlimited	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PRODUCTS - COMP/OP AGG \$3,000,000.00	
					PERSONAL & ADV INJURY \$1,000,000.00	
					EACH OCCURRENCE \$1,000,000.00	
A	AUTOMOBILE LIABILITY	XSAL-075123	9/1/2014	9/1/2017	FIRE DAMAGE (Any one fire) \$50,000.00	
	<input checked="" type="checkbox"/> ANY AUTO				MED EXP (Any one person) \$5,000.00	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT \$1,000,000.00	
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	
	GARAGE LIABILITY				PROPERTY DAMAGE	
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043072	9/1/2015	9/1/2016	EACH OCCURRENCE \$4,000,000.00	
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$4,000,000.00	
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	XSWC-070843	9/1/2014	9/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$1,000,000.00	
					EL DISEASE - POLICY LIMIT \$1,000,000.00	
					EL DISEASE - EA EMPLOYEE \$1,000,000.00	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Multi-Jurisdictional Disaster Debris Management						
CERTIFICATE HOLDER Brunswick County Risk Manager 30 Government Center Dr. NE P.O. Box 249 Bolivia, NC 28422			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  THE GRAY INSURANCE COMPANY			

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/23/2016
PRODUCER (251) 990-9050 Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope AL 36532-		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.
INSURED CrowderGulf Joint Venture Inc./ Crowder Gulf LLC 5435 Business Parkway Theodore AL 36582-		
		INSURERS AFFORDING COVERAGE INSURER A: Rockhill Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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

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

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

CERTIFICATE HOLDER

() - () -

 Brunswick County Risk Manager
 30 Government Center Drive, NE
 P. O. Box 249
 Bolivia NC 28422-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Bald Head Island
PO Box 3009
Bald Head Island, NC 28461

KCMCM

Bald Head Island

Ashley Ramsay

Crowder Gulf

29 JUL 2016

Date

05-27-16

Date

Town of Bolivia
PO Box 93
Bolivia, NC 28422

Ala Jane Marston, Mayor
Bolivia

6/17/2016
Date

Ashley Ramsay
Crowder Gulf

05-27-16
Date

Town of Carolina Shores
200 Persimmon Road
Carolina Shores, NC 28467

Jaime A. Dunn
Carolina Shores

7/14/16
Date


Doherty Ramsey
Crowder Gulf

05-27-16
Date

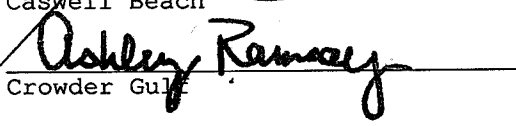
This instrument has been
preaudited in the manner required
by the Local Government and
Fiscal Control Act

Julie Mendez

Town of Caswell Beach
1100 Caswell Beach Road
Caswell Beach, NC 28465

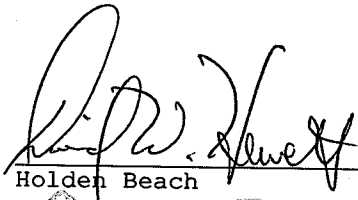

Caswell Beach


6/15/2016
Date


Crowder Gulf

05-27-16
Date

Town of Holden Beach
110 Rothschild
Holden Beach, NC 28462


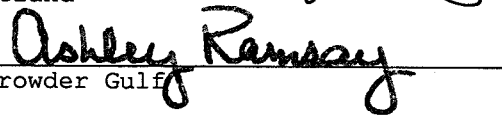

Holden Beach


Crowder Gulch

06-21-14
Date

05-27-16
Date

Town of Leland
102 Town Hall Drive
Leland, NC 28451


Leland

Crowder Gulf

06/21/16
Date
05-27-6
Date

Town of Navassa
334 Main Street
Navassa, NC 28451

Eub A Wills
Navassa

Ashley Ramsey
Crowder Gulf

6-24-16
Date

05-27-16
Date

Town of Northwest
PO Box 1509
Leland, NC 28451

James A. Knop
Northwest
Ashley Ramsey
Crowder Gulf

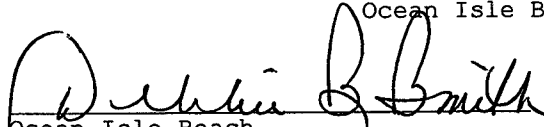
7-26-16
Date
05-27-16
Date

Town of Oak Island
4601 E. Oak Island Drive
Oak Island, NC 28465

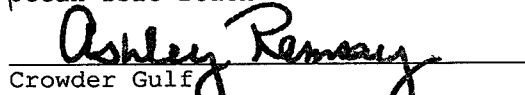
17th July
Oak Island
Ashley Ramsey
Crowder Gulf

6/27/16
Date
05-27-16
Date

Town of Ocean Isle Beach
3 West Third Street
Ocean Isle Beach, NC 28469


Ocean Isle Beach

6-20-2016
Date


Crowder Gulf

05-27-16
Date

Town of Sandy Creek
114 Sandy Creek Drive
Leland, NC 28451

Sandy Creek

Crowder Gulf

Ashley Ramsey

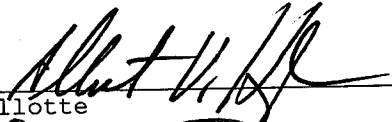

Date

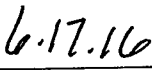
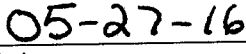
Date

7/11/2016

05-27-16

Town of Shallotte
PO Box 2287
Shallotte, NC 28459


Shallotte

Crowder Gulf


Date

Date

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

R. W. With
Sunset Beach

Osley Ramsey
Crowder Gulf

06/27/16
Date

05-27-16
Date

Town of Varnamtown
100 Varnamtown Road
Supply, NC 28462

Judy Bellows Mayor

Varnamtown

Date

6-22-16

Johnny Ramsey

Crowder Gulf

Date

05-27-16

**COUNTY OF BRUNSWICK
MULTI-JURISDICTIONAL
DISASTER DEBRIS MANAGEMENT
REQUEST FOR PROPOSALS**

Brunswick County is seeking proposals from qualified firms to provide professional services for disaster debris management for the County and municipalities. This includes disaster debris removal, reduction and disposal activities. The Contractor is expected to be highly knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration regulations, guidelines, and operating policies. The Contractor will serve as an advisor, and support the County and/or municipality through a disaster recovery effort.

A copy of the specifications may be obtained from Micki Bozeman, Brunswick County Solid Waste Department, 179 March 9, 1764 Dr. NE, (Post Office Box 249), Bolivia, North Carolina 28422, 910-253-2520 or from our website at www.brunswickcountync.gov.

All proposals must be received no later than Friday, May 13, 2016 by 4:00 pm. Three (3) copies and one (1) electronic copy of the complete proposal for a total of four (4) sets should be submitted. Each should be clearly marked "**RFP – Disaster Debris Management.**"

These materials should be delivered to:

Mail: Micki Bozeman, Solid Waste Coordinator
Brunswick County Government
Solid Waste Department
P.O. Box 249
Bolivia, NC 28422

Hand Delivered: Micki Bozeman, Solid Waste Coordinator
Brunswick County Government Center
Solid Waste Department
179 March 9, 1764 Drive, NE
Building L
Bolivia, NC 28422

Emailed: Micki.Bozeman@brunswickcountync.gov
(Electronic Copy Only)

Questions may be directed to Micki Bozeman at (910)253-2524 or Micki.Bozeman@brunswickcountync.gov.

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

INTRODUCTION

Brunswick County, North Carolina is located in the southernmost region of the state along the NC/SC border. The county is bordered on the west by South Carolina, the north by Columbus County, the east by New Hanover County, and the south by the Atlantic Ocean. The county is one of the largest counties in the state with a land area of approximately 856 square miles. The county has 19 municipalities. The last known fulltime population of Brunswick County is 118,836; however, during the summer this number swells to approximately 250,000. The safety of residents during and after a disaster is a top priority for Brunswick County government. Part of ensuring the safety of citizens in the aftermath of a disaster is dependent upon a timely cleanup process.

For the purpose of this Multi-Jurisdictional Request for Proposals, “the county” will imply Brunswick County Government and “Activating Municipality” will imply Brunswick County Government and each municipality (Bald Head Island, Bolivia, Carolina Shores, Caswell Beach, Holden Beach, Leland, Navassa, Northwest, Oak Island, Ocean Isle Beach, Sandy Creek, Shallotte, Sunset Beach, and Varnamtown) as individual partners. Belville, Boiling Spring Lakes, Calabash, Southport, and St. James are excluded. The Brunswick County Government and all municipalities listed above are herein after referred to as “Activating Municipality”. Any jurisdiction will be able activate the contract individually regardless of whether the Brunswick County Government activates. This also includes setting up of disaster debris management sites.

In the past, Brunswick County has been hit by a number of tropical storms and hurricanes. Each of these resulted in minor damages, while some resulted in major damages to the county and its infrastructure. The aftermath of the storms, and the cleanup associated with them has overwhelmed the county in the past. Because of this, Brunswick County is seeking to contract with a firm to manage debris removal, reduction and disposal activities in the aftermath of a disaster, as well as provide all Brunswick County municipalities with the emergency resources necessary to mitigate a major disaster.

SCOPE

The scope of work for this contract will be divided into two parts: Debris Management and Emergency Resources.

Part I – Debris Management

The county is responsible for debris management and removal in the unincorporated areas of the county. All municipalities are responsible for debris management and removal in their respective incorporated area. The planning figures listed below include debris from all municipalities.

The Debris Management section is divided into three sections:

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

- Section 1 is for debris removal and disposal operations
- Section 2 is for debris management site operations
- Section 3 is for debris clearance from right-of-ways and public property

Specific work authorizations by the Activating Municipality will be through written task orders. Task orders will define the job to be accomplished, location of the job, timeframe for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated.

The CONTRACTOR is authorized to conduct debris removal operations from dawn until dusk seven days per week. The CONTRACTOR must be duly licensed to perform work in accordance with the State of North Carolina statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete work. It shall be the responsibility of the CONTRACTOR to determine what permits are necessary to complete work. Copies of all permits shall be submitted to the Activating Municipality's Debris Manager.

The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount in the Proposal. Payment will be made at the unit rates proposed. The output will be verified by the Activating Municipality's Debris Manager.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections of such violations shall be of no additional cost to the Activating Municipality. All subcontractors must have the approval of the Activating Municipality's Debris Manager prior to being contracted.

When possible, local contractors shall have priority over others when subcontracting for debris removal.

Planning Standard for Debris Removal and Disposal

The county has selected a Category 3 wet hurricane that impacts the entire county with equal intensity as its planning standard. The worst case debris volume anticipated from such a storm impacting the entire county with equal intensity is approximately 245,000 tons of vegetative debris and 170,000 tons of mixed construction and demolition (C&D) debris. This quantity is a planning figure and is not a fixed quantity for contractual obligations. The actual volume of debris may be greater than or less than that stated above. For the purpose of this RFP, and solely for the purpose of standardizing the contents of all submittals, the CONTRACTOR shall use a planning figure of 245,000 tons of vegetative debris and 170,000 tons of C&D debris. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Section I – Debris Removal, Reduction and Disposal Operations

Services

The CONTRACTOR shall provide all necessary equipment, operators and laborers for debris removal, reduction, and disposal operations. The work done under this contract shall consist only of that work that is directed by the Activating Municipality.

Work may include, but shall not be limited to:

- Gathering the debris
- Loading the debris
- Hauling the debris to an approved debris management site or landfill
- Dumping the debris at the debris management site or landfill
- Management and operation of debris reduction sites to accept, process, reduce, incinerate, and dispose of disaster related debris.

In the situation where debris management sites are not utilized and all debris is hauled to the county landfill, the CONTRACTOR will be responsible for paying all landfill tipping fees. Tipping fees will be in addition to the unit prices bid. Activating Municipalities will be responsible for reimbursing the CONTRACTOR for tipping fees paid at the authorized landfill in addition to the CONTRACTOR'S per unit prices. Debris delivered to the landfill will be paid based on the price per ton or cubic yard as bidden, to be determined on a case by case basis. A Load Ticket should be completed upon delivery of debris to any site. Load tickets should record with specificity where debris is collected (street address), the amount of material collected, hauled, reduced and disposed.

Debris Management Sites

The CONTRACTOR shall use only debris management sites that have prior approval from the Activating Municipality and the Department of Environmental Quality.

The Brunswick County Landfill, located at 172 Landfill Rd. NE, Bolivia, NC will be the primary debris management site. In cases of extreme damage, the Activating Municipality may designate other debris management sites.

Equipment

All trucks and equipment must be in compliance with all applicable federal, state and local regulations. Trucks used for hauling debris must be able to rapidly dump their load without the assistance of other equipment, and be equipped with a tailgate that will effectively contain the debris during transport and will allow the truck to be filled to capacity.

It is preferred that the CONTRACTOR use mechanical equipment to load and reasonably compact debris into the trucks and trailers. No hand loading shall be allowed.

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 5" in height.

The CONTRACTOR shall submit to the Activating Municipality all certifications indicating the type of vehicle, make, model and license plate numbers of all vehicles used to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR and an authorized representative of the Activating Municipality. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on signs affixed to each piece of equipment. The Activating Municipality reserves the right to re-measure trucks at any time to verify reported capacity.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens to be performed in the designated Debris Management Zone during the period of this contract. Under no circumstances will the CONTRACTOR mix debris being hauled for other contracts with debris hauled under this contract. The Activating Municipality has the right to reject any piece of equipment that is considered unsafe or functionally unreliable.

The CONTRACTOR will be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that the load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in operation.

Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the Activating Municipality's Emergency Operations Center to serve as the principle liaison between the Activating Municipality's Debris Manager and the CONTRACTOR'S forces. The OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven days per week. The OM will report to the Activating Municipality's Debris Manager.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The CONTRACTOR must provide a safe working environment, including properly constructed monitoring towers; safety of the contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the Activating Municipality's disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The following items are considered HHW for the purpose of this contract:

- Used oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)
- Gasoline
- Freon

The CONTRACTOR will also be required to aid in the segregation, removal, processing and disposal of special waste such as leaners, hangers, stumps, sand, derelict vehicles and vessels, e-waste, waterway debris, etc. If hauled to the landfill site regular tip fees will apply to these items. CONTRACTOR should include pricing for special wastes as indicated above in the proposal response.

Method of Measurement and Payment

Debris removal from public property and right of ways shall include the gathering, loading, hauling, dumping, reduction and/or disposal of debris at a designated Debris Management Site or authorized landfill. Debris delivered to the debris management site or landfill will be measured by the inbound truck tonnage or measured cubic yard by a representative from the Activating Municipality. Payment shall be made at the unit rate shown in the Price Proposal Form A.(Attachment A) Tipping fees will be charged upon delivery of material to the landfill. Tipping fees will not be waived at the landfill and will be in addition to the unit prices bid.

Hauling of material from a debris management site to an authorized landfill shall include the hauling and dumping of material. Measurement shall be by the inbound truck tonnage or measured cubic yard and payment shall be made at the unit price noted in the Price Proposal Form A. (Attachment A) Tipping fees will be charged upon delivery of material to the landfill. Tipping fees will not be waived at the landfill and will be in addition to the unit prices bid.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Section II – Debris Management Site Operation

Services

The CONTRACTOR will select acceptable temporary debris staging sites and have them approved by the Activating Municipality's Debris Manager.

The minimum requirement for the Brunswick County Government is four sites, in addition to the primary landfill site located at 172 Landfill Rd. NE, Bolivia, NC. The CONTRACTOR will be responsible for having these sites approved by the Department of Environmental Quality and the property owners. When deemed necessary, the Activating Municipality may select additional debris management sites to be utilized by the CONTRACTOR. Where necessary, the CONTRACTOR will be responsible for site preparation and restoration. This should include land clearing, sodding or road preparation necessary to make the site usable for its intended purposes. After use, the site should be returned to its original condition.

The CONTRACTOR shall provide equipment, operators and laborers for debris management site operations as specified by a task order. The work shall consist of managing the operations of a debris management site and performing debris volume reductions by air curtain incineration and/or mechanical grinding of disaster generated debris as directed by the Activating Municipality's Debris Manager.

Activating Municipalities plan to use debris management sites in cases with extreme amounts of debris:

- Vegetative debris management will include the reduction of clean, woody debris by either burning or grinding.
- Beach sand management will include screening, sifting and replacement of the sand to the beach.
- Mixed construction and demolition (C&D) debris will be deposited at these sites and then reloaded for final transport to the authorized landfill.

The CONTRACTOR shall supervise and direct the work using skilled labor and proper equipment for all tasks. The CONTRACTOR shall be responsible for control of vehicular and pedestrian traffic in the work area.

Reporting

The CONTRACTOR shall submit a report to the Activating Municipality's Debris Manager by 10:00 a.m. the following work day for the previous day's work. Each report shall contain the following:

- Contractor's name
- Contract number
- Daily and cumulative hours for each piece of equipment, if appropriate

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

- Daily and cumulative hours for personnel, if appropriate

Failure to provide audit quality information will subject the CONTRACTOR to nonpayment in each instance at the sole discretion of the Activating Municipality.

Method of Measurement and Payment

Debris delivered to a debris management site, including vegetative debris, sand and mixed C&D debris will be measured based on the inbound truck tonnage or measured cubic yard by a representative of the Activating Municipality. Payment for debris delivered shall be paid in accordance with unit prices listed in the Price Proposal Form A. (Attachment A)

Debris processed at a debris management site by either burning, screening or grinding will be measured based on the inbound truck tonnage or measured cubic yard as noted on the Load Ticket completed upon delivery to the site. Payment for processing shall be in accordance with the unit prices listed in the Price Proposal Form A. (Attachment A)

Debris Management Site operations, including: acceptance of inbound material, initial stockpiling of inbound material, general stockpile management, site monitoring, processing material, loading of material for final disposal, litter control, grading, removal and segregation of inadvertently delivered hazardous materials and other general site management activities shall be measured by the inbound truck tonnage or measured cubic yard as noted on the Load Ticket completed upon material delivery to the site. Payment for site management shall be compensated at the unit price listed in the Price Proposal Form A. (Attachment A)

Section III – Debris Clearance (for access) from Right-of-Ways and Public Property

The county normally provides debris clearance from unincorporated right-of-ways and public property. The intent of this section of the contract is for the CONTRACTOR to provide assistance to the Activating Municipality with debris clearance in cases of extreme debris. In such cases that the CONTRACTOR assists the Activating Municipality with debris clearance, CONTRACTOR will be reimbursed at an hourly rate as specified beforehand.

According to CFR 200.318, a non-federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

For work performed on a time and material basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance and any other costs associated with the equipment including labor and operator unless labor costs are identified separately in the Task Order. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation and any other associated costs.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Method of Measurement and Payment

Debris Clearance shall be compensated for at the hourly rates listed in the Price Proposal Form B.(Attachment B) The Activating Municipality will need to approve and establish a not to exceed amount for any work performed on a time and material basis. CONTRACTOR shall not perform any work on a time and material basis unless approved in writing by the Activating Municipality.

Part II – Emergency Resources

The CONTRACTOR shall provide the Activating Municipality with a list of Emergency Resources they can provide with payment rates, such as:

- Generators
- Chain saws
- Tents
- Shower units
- Water pumps
- Etc.

The above list should not be considered conclusive, but any proposal should include the above at a minimum. Potential contractors should feel free to add items to the list as they see fit. The addition of items to the above list will not give priority to any particular contractor.

The CONTRACTOR shall include a rate schedule for items on the list of Emergency Resources. Any Emergency Resources provided by the CONTRACTOR shall be in the possession of the Activating Municipality no later than 24 hours after the disaster event has passed and the all-clear has been given.

RESPONSE TO RFP

Parties wishing to submit a response to this RFP shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this RFP. Failure to provide this documentation may result in the proposal being determined non-responsive.

The contract term will be a one year contract with four (4) one year renewal options, for a total maximum contract term of five (5) years.

Proposals shall include all required forms, attachments, and information requested. Proposals shall consist of the following 13 sections:

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

1. The company name, address, and telephone number.
2. A detailed company history and relevant experience.
3. The name, address, telephone and fax number, and email address of a company representative with the authority to answer questions or provide clarification regarding the proposal's contents.
4. Provide an organizational chart of key personnel to be assigned to the project.
5. The scope of service to be provided with a detailed description of how the work will be performed; the plans for ultimate disposal and/or recycling of all recovered materials; and the equipment and personnel to be used to insure work finalization.
6. Any assistance or requirements from the County.
7. Provide details regarding financial resources of the company (i.e. a current balance sheet, recent annual profit and loss statement, statement of ownership, etc.).
8. Provide a list of five (5) similar projects. Include the project approach, results, status and cost of services.
9. Describe the company's ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
10. Provide references for each of the five (5) similar projects with contact person, address, and telephone number.
11. Provide an outline of the training and safety programs.
12. Price Proposal Forms A and B along with special waste and emergency resource prices.
13. Certificate of Insurance meeting the county's minimum insurance requirements listed in Attachment C.

Method of Payment

1. The contract to be awarded under this RFP will be a stand-by contract that will only be activated in the face of an emergency or disaster. The CONTRACTOR may be called upon to perform debris management or provide emergency resources, with

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

the total dollar value of work to be performed being unknown until the disaster has struck. Invoices should be submitted on a regular basis and for no more than thirty (30) day periods.

Instructions to Proposers

1. Submissions

Proposals should be submitted as outlined in the Response to RFP section. This proposal should be submitted on recycled content paper in a sealed envelope that shows the name and address of the person or persons submitting the proposal. All requested documents should be submitted with the proposal including proof of insurance, financial records, licenses and references. Proposals must be received by 4:00 PM on Friday, May 13, 2016. Submit three (3) copies and one (1) electronic copy of the proposal to:

Brunswick County
Solid Waste & Recycling
Micki Bozeman
P.O. Box 249
179 March 9, 1764 Drive
Bolivia, N.C. 28422
Micki.Bozeman@brunswickcountync.gov

The proposal should be signed by an officer authorized to make a binding commitment for the agency making the proposal. All cost and price information submitted by the CONTRACTOR will remain irrevocable for a period of 120 days from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the deadline for receiving proposals, however, all changes must be submitted in writing in an envelope marked "Modifications to Proposal." The proposal and modifications will be opened at the same time, and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by applicable state and federal laws, Brunswick County reserves the right to reject any proposal that is nonconforming, non-responsive, unbalanced or conditional proposals. A proposal will be considered nonconforming if they show

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Brunswick County also reserves the right to reject any proposal if it believes that the Proposer is unqualified, or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the county.

Acceptance of Proposals

Brunswick County intends to award a contract to the Proposer that best satisfies the needs of the Activating Municipalities. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP therefore will not be opened publicly. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. Brunswick County reserves the right to conduct negotiations with all responsible Proposers. This does not commit Brunswick County to award a contract. Brunswick County may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract is awarded. Failure of the Proposer to honor these obligations may result in cancellation of the award.

Award of Contract

After careful review of the proposals, the name of the apparent successful Proposer will be submitted to the Brunswick County Commissioners for final consideration and award of contract.

Once the Proposal is accepted by Brunswick County, the CONTRACTOR agrees within five (5) days after notice of being selected as the apparent successful proposer to execute a written contract in the form and manner required by the county, in accordance with the proposal, and upon the terms, conditions and prices set forth therein, to be submitted to the Board of Commissioners for final approval.

Any contract modifications and amendments must be submitted in writing.

Termination Clauses

1. Non-Appropriation of Funds

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Notwithstanding any other provision of the agreement, if funds for the continued fulfillment of the agreement by the county are at any time not forthcoming, or are insufficient through failure of any entity to appropriate funds or otherwise, the Activating Municipality will have the right to terminate the agreement without penalty, by giving prior written notice documenting the lack of funding in which instance: unless otherwise agreed to by the parties, the agreement will terminate and become null and void on the last day of the fiscal period for which appropriations were received.

2. Termination for Cause

If the successful CONTRACTOR fails to provide any services described in the contract, or fails to meet any obligations contained therein, Activating Municipality reserves the right to immediately terminate the contract by providing written notice to the CONTRACTOR. The CONTRACTOR will then have 30 days to cure the default. If said default cannot be cured within 30 days of the written notice, Activating Municipality may then demand its own time table, or terminate the contract.

Immediate Termination for Convenience without Cause

The Activating Municipality may terminate this contract at any time for any reason by giving at least thirty (30) days written notice to the CONTRACTOR. If the contract is terminated by the Activating Municipality as provided herein, the CONTRACTOR will be paid a fair payment as negotiated with the Activating Municipality for the work completed as of the date of termination.

3. Authority to Terminate

The County Manager or County Commissioners is authorized to terminate this contract on behalf of the county.

The Activating Municipality's Town Manager or Activating Municipality's governing board is authorized to terminate this contract on behalf of the Municipality.

4. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or period of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the county and the Activating Municipality prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

5. Law to Govern

Brunswick County, North Carolina
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The parties acknowledge that the contract is made and entered into in Brunswick County, North Carolina, and will be performed in Brunswick County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract, and that North Carolina law shall govern the interpretation and enforcement of the contract and any other matters relating to the contract. The parties further agree that any and all legal actions or proceeding relating to the contract shall be brought in a state or federal court sitting in Brunswick County, North Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Brunswick County, North Carolina.

Price Proposal Form A**Hurricane/Disaster Debris Removal, Reduction and Disposal****Part A – Volume based pricing**

Item/Description	Estimated		Unit Price at Debris Management Site (Do not include tip fees)	Unit Price at landfill site (Do not include tip fees)	Estimated Total
	Quantity	Unit			
Public property and right-of-way pickup and hauling to a designated site or disposal site.	268,863	Tons			
	1,613,176	Cubic yards			
Temporary debris management site operations (when applicable), debris acceptance, pile management and material loading for transport.	268,863	Tons			
	1,613,176	Cubic yards			
Processing of vegetative debris through grinding and/or chipping.	181,482	Tons			
	1,451,859	Cubic yards			
Volume reduction through air curtain incineration of vegetative debris.	20,165	Tons			
	161,318	Cubic yards			
Processing of recovered sand through screening and returning to designated beach areas.	46,039	Tons			
	80,659	Cubic yards			
Hauling of material from debris management site to county landfill (when applicable).	148,771	Tons			
	371,927	Cubic yards			
Totals					

¹. Current tipping fees for informational purposes only. Should not be included in unit prices bid but will be charged upon delivery of material to the landfill:

- C&D (Construction and Demolition) - \$59.00 per ton
- MSW (Municipal Solid Waste) - \$59.00 per ton
- Yard Debris - \$22.50 per ton

Price Proposal Form B
Hourly Prices for Debris Clearance for Access

Equipment Type	Hourly Rate	Equipment	Hourly Labor Rate	Total Hourly Rate
Small Loader				
Crew Foreman with phone and pickup truck				
Dozer, Tracked, D5 or similar				
Dozer, Tracked, D6 or similar				
Dozer, Tracked, D7 or similar				
Dozer, Tracked, D8 or similar				
Dump Truck, 18 CY-20 CY				
Dump Truck, 21 CY-30 CY				
Generator and lighting				
Grader with 12' blade				
Hydraulic Excavator, 1.5 CY				
Hydraulic Excavator, 2.5 CY				
Knuckle boom loader				
Laborer with chainsaw				
Laborer with small tools, traffic control, flag person				
Lowboy trailer with tractor				
Operations Manager with phone and pickup truck				
Pickup truck .5 ton				
Soil compactor <81 HP				
Soil compactor >80 HP				
Soil compactor, towed unit				
Truck flatbed				
Tub grinder, 800-1,000 HP				
Water truck				
Wheel loader, 2.5 CY, 950 or similar				
Wheel loader, 3.5-4 CY, 966 or similar				
Wheel loader, 4.5 CY, 980 or similar				
Wheel loader-backhoe, 1.0-1.5 CY				
Other – please list				

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS



At CONTRACTOR'S expense, contractor shall procure and maintain the following recommended lines of insurance according the scope of work. The county may choose to elect higher or lower coverages according to the work performed. CONTRACTORS must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit

\$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease - Each Employee

\$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a CONTRACTOR is required to bind pollution/environmental coverage, the CONTRACTOR must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The CONTRACTOR'S General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

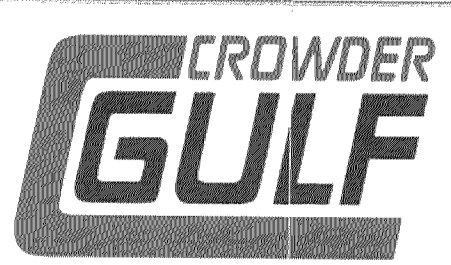
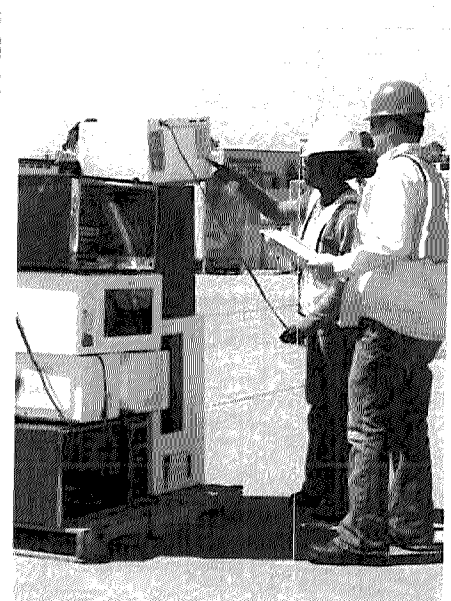
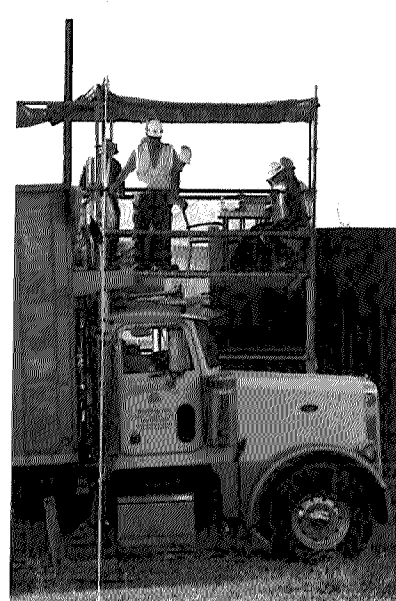
BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, CONTRACTOR shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. CONTRACTOR shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of CONTRACTOR.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Solid Waste
 - Contract #:
- G. Insurance procured by CONTRACTOR shall not reduce nor limit CONTRACTOR'S contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event CONTRACTOR receives Notice of Cancellation of Insurance required pursuant to this Agreement, CONTRACTOR shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;
 - ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- J. If CONTRACTOR is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, CONTRACTOR shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

Brunswick County, NC
RFP
Multi-Jurisdictional Disaster Debris Management

Friday, May 13, 2016 @ 4:00pm



John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

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

May 10, 2016

Brunswick County
Micki Bozeman, Solid Waste Department
179 March 9, 1974 Drive, NE
Bolivia, NC 28422

Re: RFP for Multi Jurisdictional Disaster Debris Management

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to your Disaster Debris Management RFP referenced above and in accordance with the terms and conditions set forth in that request.

CrowderGulf is a national full-service debris management firm with over forty-five (45) years experience in helping communities like Brunswick County recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, we have developed one of the most capable recovery management teams in the United States as well as a large cadre of experienced local and regional subcontractors who are also prepared to respond rapidly to the needs of the County. The completion of **over three hundred (300) disaster recovery projects** and success in removing, reducing and disposing of **over two hundred and thirty million (230,000,000) cubic yards of debris** is testament to our ability to meet the scope of work established by the County

We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. This is why we can assure Brunswick County that CrowderGulf will complete its debris removal, reduction and disposal in a minimum time frame and in an environmentally safe and practical manner.

CrowderGulf is committed to responding to any event in Brunswick County, regardless of size or type, with utmost promptness. We will have a senior management representative on-site after notification of need and we will have manpower, equipment and other assets on site within twenty-four (24) hours of a Task Order or a Notice to Proceed. Our large cadre of experienced local and regional subcontractors is also highly capable and fully prepared to respond within this same time frame.

We greatly appreciate the opportunity to submit this proposal and assure you that our professional disaster debris team will exceed the expectations of the County. We will be pleased to provide any additional information that would assist the County in its deliberations.

As the President of CrowderGulf, I have the authority to bind the company in all transactions relative to the award of this RFP. In addition, Ashley Ramsay, Vice President, also has the authority to bind the company.

Best Regards,

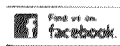


John Ramsay
President and CEO
jramsay@crowdergulf.com

COMPANY CONTACT INFORMATION



CrowderGulf, LLC
Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
aramsay@crowdergulf.com
www.crowdergulf.com



FEIN: 01-0626019

President & CEO
John Ramsay
(251) 402-3677 cell

jramsay@crowdergulf.com

Vice President & COO
Ashley Ramsay-Naile
(646) 872-1548 cell

aramsay@crowdergulf.com

Director of Debris Operations
Buddy Young
(940) 597-4252 cell

byoung@crowdergulf.com

Senior Documentation Director
Margaret Wright, Ph.D.
(251) 604-6346 cell

mwright@crowdergulf.com

*Regional Director /
Senior Project Manager*
John Campbell
(859) 963-8672 cell

jcampbell@crowdergulf.com

*Southeast Regional Manager/
Project Manager*
Barrett Holmes
Laurens, SC
(864) 569-6611 cell

bholmes@crowdergulf.com

Bonding

Bowen, Mickette & Britt of Florida, LLC
1715 N. Westshore Blvd., Suite 920
Tampa, FL 33607
800-474-5686

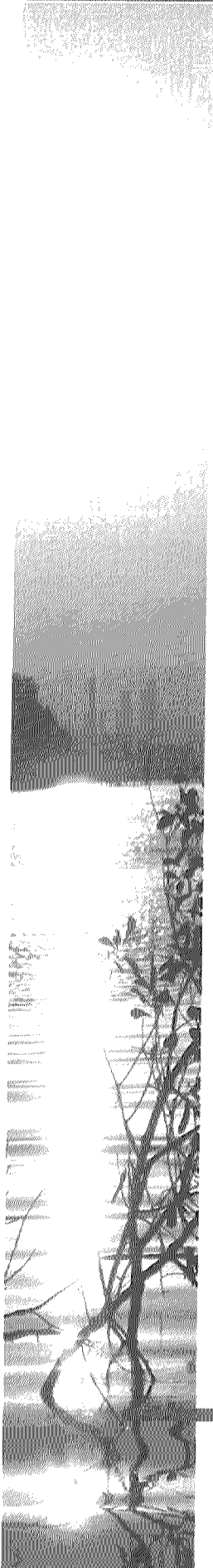
Insurance

Point Clear (Gray Insurance)
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

Part II - Emergency Resources Response

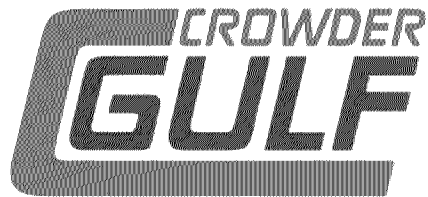
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1. Contact Information



CrowderGulf, LLC. Contact Information for Brunswick Co, NC

1. Company Name, Address and Phone Number



Office Address:

Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582

Phone:

800-992-6207
251-459-7430

Fax:

251-459-7433

Email:

jramsay@crowdergulf.com
www.crowdergulf.com

Authorized Persons:

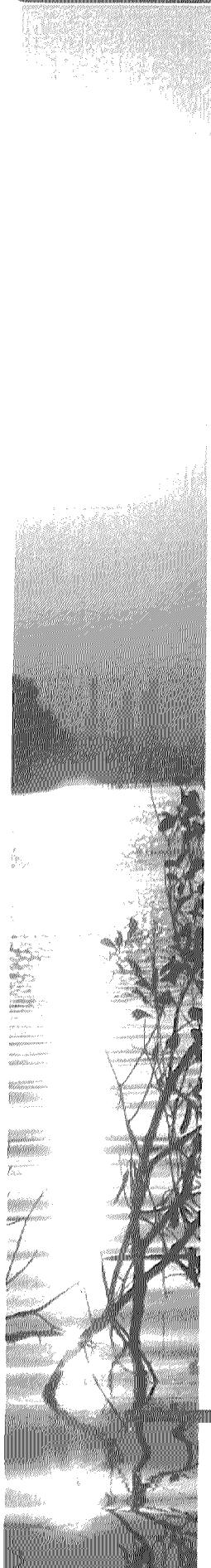
John Ramsay
President & CEO, Company Official
Authorized to contract for CrowderGulf
(251) 402-3677 cell
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Vice President & COO, Company Official
Authorized to contract for CrowderGulf
(646) 872-1548 cell
aramsay@crowdergulf.com

FEIN: 01-0626019

AL License: 48313

2. History & Experience



2. Company History

CrowderGulf At-A-Glance

- Full time (365 days/yr) Debris Management Company with over 45 years of successful experience in debris management, removal and disposal services.
- Bases of Operation:

<u>Primary</u>	<u>Theodore, Alabama</u>
<u>Satellite Offices</u>	Coral Springs, Davenport, Florahome and Winter Garden, FL Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas
- Never failed to complete all contract obligations and never defaulted on a contract.
- Committed to the same Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- Completed simultaneous debris projects after all major hurricanes since 1969.
- Over 300 disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over 230 million cubic yards of debris.
- Industry leader in waterway debris removal, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- No lawsuits, liens or judgments by clients ever filed or pending and no bankruptcy proceedings filed or pending.
- No lawsuits, liens or judgments by CrowderGulf to clients ever filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 350,000,000
SINGLE BONDING CAPACITY	\$ 150,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Company Profile

CrowderGulf is a national full-service debris management firm with over 45 years experience in helping communities like Brunswick County recover from disasters. Having successfully managed debris clean-up operations in **Alabama, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, New Jersey, New York, North Carolina, Rhode Island, South Carolina, Tennessee, Texas, and Virginia**, we have developed one of the most capable recovery management teams in the United States.

CrowderGulf understands that a disaster recovery effort is about more than just personnel and equipment. A successful rapid response is also about integrity and teamwork. The following principles are fundamental to all CrowderGulf operations:

- ❖ **Partnerships with Our Clients** - CrowderGulf establishes and maintains solid working partnerships with our clients so that we become an integral part of their disaster management teams. These close working relationships allow us to be involved in the preparedness, planning and training that is vital to a successful recovery effort.
- ❖ **Management and Supervisory Continuity** - CrowderGulf maintains the same project manager and field supervisors throughout a project. This provides continuity and promotes excellent teamwork relationships.
- ❖ **Respect for Subcontractors** - CrowderGulf illustrates respect for its subcontractors by making certain that they are paid every week regardless of local circumstances. This ensures that we are able to provide the very best subcontractors and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts.
- ❖ **Accurate and Timely Documentation** - CrowderGulf prides itself on providing accurate and timely documentation throughout the project. As a result, 100% of our clients that have been involved in FEMA reimbursable projects have been reimbursed by FEMA. Being committed to providing current and accurate documentation is crucial for both CrowderGulf and for the County.
- ❖ **Respect and Empathy for Local Citizens** - CrowderGulf realizes that disasters are primarily reflected in the broken lives of local citizens. As a result, our personnel and our subcontractors are all committed to showing maximum empathy and respect for each individual within the community.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous FEMA and OSHA certifications are held by our key management and field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327). CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

The knowledge, experience, and commitment of the CrowderGulf Management Team, coupled with a personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully.

"CrowderGulf's management was exceptionally thorough in the work rendered to the state, as well in the completeness of their documentation and reporting. They frequently went out of their way to respond to informal requests for additional efforts and data by GOHSEP. In addition, company supervisors provided their expertise to me and to other state officials in the LA Dept of Natural Resources to whom they had no contractual responsibility. They were always willing to share their expertise. More to the point, their uncompensated support for the state's efforts to obtain Public Assistance for additional debris beyond LDWF's NOAA grant was both effective and greatly appreciated."

*Leo Richardson, II, State Marine
Debris Coordinator
State of Louisiana Department of
Wildlife and Fisheries*

Over Forty-Five Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **300 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 230 million cubic yards of debris.** CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the County's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the County effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the United States Coast Guard (USCG), the United States Army Corps of Engineers (USACE), the North Carolina Department of Environment and Natural Resources, the North Carolina Department of Health and Human Services, and the North Carolina Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

"The County of York has worked with CrowderGulf on three different storm events. On all three events CrowderGulf's professionalism, responsiveness, and attention to detail was outstanding! As a Manager, I could not have asked for any more support than they provided to us during these events."

*Frank Hedspeth, Waste Services
Manager
County of York, VA*

CrowderGulf is committed to working as a team with County personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the County. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing Brunswick County with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the County that may not have been considered in the pre-event contract.

CrowderGulf Services Available to Brunswick County

CrowderGulf has a plan tailored to meet the needs and specific requirements of Brunswick County. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the County the widest possible spectrum of debris management and disaster recovery services. Some of the most common services are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance “PUSH”

CrowderGulf provides push services by making certain that roadways designated by Brunswick County are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

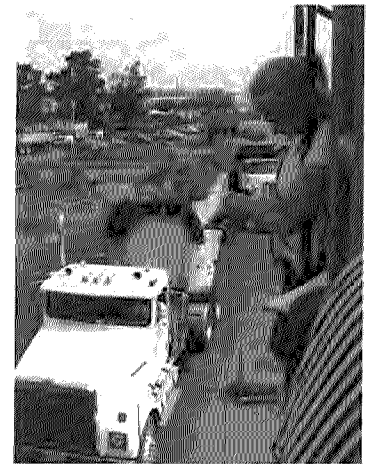


ROW & ROE Debris Removal

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the County's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the County daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the County by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.



Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the County's request.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the County and a FEMA representative.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Sand Removal, Sand Screening & Beach Restoration

CrowderGulf can provide sand removal services from ROW, ROE and any other jurisdictional location. Sand removal is completed with swiftness to establish a confidence in the citizens of the recovery process. All processes in the sand removal process are planned to accommodate screening and final placement of screened sand. Beach sand screening and replenishment may also include hand labor for delicate situations in debris removal. All operations take into consideration the delicate eco system in each environment and all regulation requirements. Emergency berm construction is also an option for certain situations.

Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor.

CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.

Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Public Relations

CrowderGulf can provide assistance with the development and dissemination of press releases relative to debris pick-up operations. Damage Claims by Citizens resulting from CrowderGulf operations are provided a timely and amicable resolution.

“The City of Dickinson would like to commend Crowder Gulf for doing an excellent job in clearing Borden's Gully, Geisler's Gully, and Benson's Gully. These guys did an amazing job and we were really impressed with everything they accomplished and the amount of time it took them to finish the project. We had a great experience working with them and are pleased with the work completed.”

**Ana Garcia, Assistant Public Works Director
 Dickinson, TX**



Other services CrowderGulf is experienced in are, but not limited to:

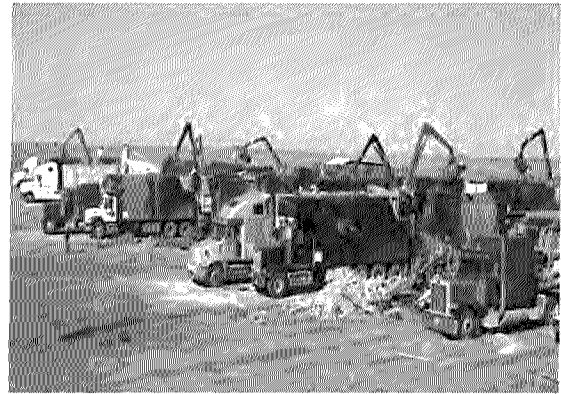
Household Hazardous Waste (HHW)	Temporary Ice, Water and Other Consumables
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

Mobilizing Large Workforces

Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the County of Brunswick as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:



EQUIPMENT	UNITS
• Self Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Our equipment list is provided within Section 5 – Scope of Services.

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the County.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's Nationwide Database of Approved and Trusted Subcontractors & Vendors

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10** and **2 CFR 200.231**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors.

In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of North Carolina.

Subcontractor Information	Local	US. 2016
Number of Registered Subcontractors	76	1,820
Subcontractor Equipment	Local	US. 2016
Dump Trucks (16-65)	297	12,939
Self loading truck	145	4,391
Wheel Loader 50hp – 150hp	171	2,979
5 ton Pickup truck	79	4,073
Hydraulic Excavator 50hp-150hp	97	3,440
Trailer Mounted floodlight	15	718
Low-bed Trailer w/ tractor	70	1,155
Water Truck	18	532
Air Curtain Burner	82	214
Backhoe w/ loader 15	122	1,136
Dozer, 2-3 yd blade/root rake blade D7	42	1,920
Grader, Motor, 12 ft blade 130-140hp	39	408
Chipper	103	652
Tub Grinder 300-400 hp & 800-1000 hp	151	543
Skid steer 40 hp – 80 hp	166	4,062
C&D Walking Floor 80-110 CY	35	913
Mulch Trailer 80-110 CY	17	223
Bucket Trucks	72	1,489
Barges / Work Boats	83	1,017
Vacuum Trucks	60	387

CrowderGulf's Personnel Resources

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with Brunswick County. Our Disaster Response Program and Project Management Organization reflects CrowderGulf's ability to effectively and efficiently manage multiple disaster response projects, notwithstanding the diversity of the requirements for each project. This is accomplished concurrently with the operations and capabilities of the CrowderGulf family of companies and the 300 employees dedicated to meeting the disaster needs of our clients. CrowderGulf is a member of a family of companies which include:

- Gulf Equipment Corporation
- SawGrass Engineering
- JW Legacy Personnel Services

CrowderGulf's extensive experience and personnel resources in disaster management enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. Being able to draw from the CrowderGulf family of companies provides depth, experience and a readily available cadre of personnel familiar with CrowderGulf Policies and procedures.

Past Performance Chart (*Company Confidential*)

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past **5 years**. If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. An actual response time can be different for each client depending on their issuance of a NTP and the terms of their contract. Please feel free to contact any of our past clients for references regarding our past performance. A complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested.

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2016 Tornado				
Rowlett, TX 2/15/2016-Ongoing	Removed & Disposed: vegetation, C&D, white goods, e-waste Monitored by True North	\$495,265	37,722	Jim Proce, Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com
2015 Tornado				
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us
2015 Storms & Flooding				
South Carolina DOT 10/2015-11/2015	Removed & Disposed: C&D, white goods, e-waste, HHW Counties: Lexington, Richland Monitored by Thompson	\$720,217	33,163	David Cook, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org
2015 Severe Storms / Flooding				
Limestone County, AL 9/2015	Removed & Disposed: Waterway debris	\$60,860	Lump Sum	Richard Sanders, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov
2015 Flooding				
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius, Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com
2015 Ice Storm				
Raleigh, NC 3/2015-4/2015	Removed & Disposed: vegetation	\$208,740	29,820	Andrew Martin, Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov
2015 Other Projects				
Corpus Christi, TX 5/2015 & 7/2015	Removed & Disposed: vegetation	\$501,795	67,860	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com
Hitchcock, TX 2/2015	Grinding existing debris piles and hauling out mulch to final disposal	\$20,441	4,867	Denise McDaniel, PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
New Jersey Dept. of Environmental Protection 10/2015	Removed & Disposed: houses from navigation waterway displaced by nor'easter – non-asbestos C&D Managed an offloading site	\$219,289	760	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov
Orange Beach, AL 4/2015	Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio	\$24,760	Lump Sum	Tim Tucker , ttucker@cityoforangebeach.com
Orange Beach, AL 4/2015	Dead fish removal and disposal from coastal waters & beaches	\$22,538	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com
Palm Cove HOA, FL 4/2015-5/2015	Excavation , cleaning and shaping drainage ditches for proper water flow; Removal of a tree; Construction of rip rap & rebar diverter controlling flooding	\$34,913	Lump Sum	Jeff Murphy , President of Palm Cove HOA, jkm@tampabay.rr.com
Pensacola, FL 5/2015-10/2015	Emergency Dredging of Bayou Texar in 16 different locations	\$650,850	Lump Sum	Carl Flowers , 850-435-1817, CFlowers@cityofpensacola.com
RBM Contracting Services, LLC 3/2015	Norman Riley Bridge approach repair at Blackwater River State Forest near Baker, FL	\$24,003	Hourly	Branch McClendon , RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmcclendon@gmail.com
The Nature Conservancy (TNC) 4/2015-5/2015	Forestry mowing and pallet staging	\$25,762	Lump Sum	Judy Haner , Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org
2014 Severe Storms, Flooding & Tornadoes 11 Contracts Activated -310,753 Total Event CY - \$3,731,996 Total Event Cost - 2 DMS Managed for Event				
AL Dept of Transportation 12/2014	Removed & Disposed: Drift waterway debris in Styx River in Baldwin County, AL	\$79,250	834	Jason Shaw , Bridge Ops Engineer, SW Region, 251-470-8200, shawj@dot.state.al.us
AL DCNR Dept. of Conservation & Natural Resources 9/2014-10/2014	Removed & Disposed: Waterway debris, vegetative, C&D in Baldwin County, AL	\$500,000	1,801	Terry Boyd , Chief of Engineering Section AL DCNR, 334-242-3836, Terry.Boyd@dcnr.alabama.gov
Baldwin County, AL 5/2014	Removed & Disposed: vegetation	\$12,897	1,066	Joey Nunnally , Preconstruction Mgr, PW Engineer, 251-972-8557, jnunnally@baldwincountyal.gov
Blount County, AL 5/2014-7/2014	ACCA Contract Removed & Disposed: vegetation, leaners/hangers, stumps, waterway debris Reduced by grinding	\$1,401,613	139,628	Don Roybal , County EMA Dir, 205-625-4121, ema@co.blount.al.us
DeKalb County, AL 5/2014-6/2014	ACCA Contract Removed & Disposed: vegetation, leaners/hangers, stumps	\$295,320	38,616	Bobby Ridgeway , EMA Officer, 256-845-8569, bridgeway@dekalbcountyal.us
Escambia County, FL 5/2014	Removed & Disposed: C&D, Compacted C&D	\$51,654	5,972	Pat Johnson , SW Dir, 850-937-2164, ptjohnso@co.escambia.fl.us
Limestone County, AL 5/2014-7/2014	ACCA Contract Removed & Disposed: vegetation, leaners/hangers, stumps Reduced by burning	\$1,245,103	122,542	Richard Sanders , Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Orange Beach, AL 5/2014	Removed heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon, Mayor, 251-981-6810, tkennon@cityoforangebeach.com
Perdido Beach, AL 5/2014	Removed & Disposed: vegetation	\$3,742	294	Patsy Parker, Mayor, 251-962-2200, mayor@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	Provided & Operated: Pumps to remove excess storm water	\$129,346	Hourly	Wilmer Stafford, PW Dir, 850-892-8108, stawilmer@co.walton.fl.us
2014 Ice Storm Ulysses				
Greensboro, NC 3/2014-5/2014	Removed & Disposed: vegetation	\$775,739	81,060	Dale Wyrick, P.E., Dir Field Ops, 336-373-2783, Dale.Wyrick@greensboro-nc.gov
2014 Ice Storm Pax 2 Contracts Activated - \$5,358,824 Total Event Cost - 277,501 Total Event CY - 3 DMS Managed for Event				
Berkeley County Water & Sanitation, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers Reduced by grinding	\$3,381,880	179,382	Mark Schlievert, SW Dir, 843-719-2380, mschlievert@bcwsa.com
Dorchester County, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers Reduced by grinding	\$1,976,944	98,119	Mario Formisano, EM Dir, 843-832-0341, mformisano@dorchestercounty.net
2014 Other Projects				
Corpus Christi, TX 7/2014	Removed & Disposed: vegetation, C&D	\$46,709	6,487	Lawrence Mikolajczyk, SW Dir, 361-857-1972, lawrencem@cctexas.com
Exelon Generation Co. Sub to Matrix New World 3/2014-4/2014	Hydrographic surveying & data processing for Oyster Creek Nuclear Power Plant in Lacey Township, Ocean Co, NJ	\$30,000	Lump Sum	Andy Raichle, Matrix New World, 26 Columbia Turnpike, Florham Park, NJ 07932, araichle@matrixnewworld.com
Hitchcock, TX	Grinding existing debris piles & hauling mulch to final disposal	\$4,200	1,000	Denise McDaniel, PW Street Superintendent, 409-986-5591
LaMarque, TX 8/2014	Demolition & removal of demo debris for specific homes	\$7,150	Per House	Anna Tims, Director of Building Inspection, a.tims@cityoflamarque.org
2013 TS Andrea				
Gulf Shores, AL 6/2013	Cleaned the beaches of debris	\$8,029	Hourly	Mark Acreman, PE City Engineer, 251-968-1155, macreman@gulfshoresal.gov
2013 Blizzard Nemo				
Charlestown, RI 4/2013	Removed & Disposed: vegetation, leaners/hangers Reduced by grinding	\$34,378	1,499	Alan Arsenault, Deputy PW Dir, 401-364-1230, publicwrks@charlestownri.org
2013 Other Projects				
Hernando County Airport, FL 4/2013-5/2013	Removed damaged trees from airside	\$75,148	Hourly	Rob Mills, Brooksville-Tampa Regional Airport, 352-754-4061, rmills@co.hernando.fl.us
Newport News, VA 12/2012-5/2014	Removed trees from different locations in the City at various times	\$86,101	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2012 Hurricane Sandy 4 Contracts Activated - \$57,805,734 Total Event Cost - 727,194 Total Event CY - 1 DMS Managed for Event				
New Jersey Dept. of Environmental Protection 2/2013-12/2013 7/2014-9/2014	Removed & Disposed: vegetation, C&D, vehicles, vessels, white goods Utilizing Side Scan Sonar equipment for Pre-Removal & post confirmation Dredging of ship channels throughout the bays & disposed of contaminated sand & screened uncontaminated sand NOAA Grant Project - Waterway debris removal for ineligible debris left by Hurricane Sandy.	\$57,753,129	724,800	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, p – 609-292-8838 c- 609-439-6673, Suzanne.Dietrick@dep.nj.us
Kitty Hawk, NC 11/2012	Removed & Disposed: vegetation, C&D	\$31,537	2,394	Willie Midgett , PW Dir, 252-261-1367, wmidgett@kittyhawktown.net
Ft Lauderdale, FL 11/2012	Removed sand debris from roadways	\$21,068	Hourly	Albert Carbon (now Hardeep Anand, P.E.), PW Dir, 954-828-5341, hanand@fortlauderdale.gov
2012 Hurricane Isaac 9 Contracts Activated - \$2,821,936 Total Event Cost - 245,799 Total Event CY - 3 DMS Managed for Event				
Biloxi, MS 9/2012-10/2012	Removed & Disposed: vegetation, C&D, abandoned Boat	\$289,191	25,001	A. J. Holloway , Mayor, 228-435-6254, mayor@biloxi.ms.us
Dauphin Island, AL 8/2012-1/2013	Emergency Push Removed & Disposed: (ROW, ROE, FHWA) sand for screening & returned to beach Dredge Sand from the canal and screened Repaired streets in different locations	\$2,101,210	187,728	Jeff Collier , Mayor, 251-861-5525, jcollier@townofdauphinisland.org
Ft Myers Beach, FL 9/2012	Removed debris & provided repairs	\$20,305	Hourly	Cathie Lewis (now Scott Baker), PW Dir, 239-765-0202 ext. 118, sbaker@fortmyersbeachfl.gov
Key West, FL 8/2012	Cleaned the beaches of debris	\$76,683	Hourly	Scott Fraser , FEMA Coordinator / Floodplain Admin, 305-809-3810, sfraser@cityofkeywest-fl.gov
Magnolia, MS 9/2012-10/2012	Removed & Disposed: vegetation, mulch Reduced by grinding	\$20,761	4,650	Melvin Harris , Mayor, 601-783-5211, cityofmagnoliams@bellsouth.net
McComb, MS 9/2012-10/2012	Removed & Disposed: vegetation, mulch, leaners/hangers Reduced by grinding	\$169,965	17,712	Philip Russell , PW Dir, 601-684-3497, prussell@mccomb-ms.gov
Orange Beach, AL 8/2012-9/2012	Cleaned the beaches of debris	\$8,265	Hourly	Phillip West , Costal Resource Manager, 251-981-6788, pwest@cityoforangebeach.com
Pascagoula, MS 9/2012	Removed & Disposed: vegetation, C&D Provided Generators	\$123,910	10,708	Joseph Huffman , City Mgr, 228-938-6614, jhuffman@cityofpascagoula.com
Walton County, FL 9/2012	Cleaned the beaches of debris	\$11,646	Hourly	Major Joseph Preston , Support Srvc's & EM Dir, 850-951-4721, jpreston@waltonso.org
2012 Tornado				
Polk County, FL 6/2012-7/2012	Removed & Disposed: vegetation	\$18,062	1,464	Nelson Stiles , P.E., MPA, Capital Projects Mgr, 863-298-4238, nelsonstiles@polk-county.net

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2012 T. S. Debby 1 Contract Activated - \$31,202 Total Event Cost - 1 DMS Managed for Event				
Ft Myers Beach, FL 6/2012-7/2012	Removed debris & provided repairs	\$31,202	Hourly	Cathie Lewis (now Scott Baker), PW Dir, 239-765-0202 ext118, sbaker@fortmyersbeachfl.gov
2012 T. S. Beryl 1 Contract Activated - \$92,421 Total Event Cost - 16,576 Total Event CY - 1 DMS Managed for Event				
Nassau County, FL 6/2012-7/2012	Removed & Disposed: vegetation Reduced by grinding Cleaned beaches from Seaweed debris	\$92,421	16,576	Jonathan Page, Co Engineer, 904-491-7330, jpage@nassaucountyfl.com
2012 Other Projects				
Motel 6, Mobile, AL 12/2012	Demolition of parts of establishment Removed debris from property	\$7,150	Hourly	Charles Shirley, Regional Maintenance Engineer, 770-330-9371 (cell), Shirley_Charley@g6hospitality.com
The Nature Conservancy, Alabama Chapter Coastal Program 9/2012-5/2013	Placed 430 tons of gabion stone along reef Staged Oyster Castles	\$93,980	Lump Sum	Jeff DeQuattro, Coastal Projects Mgr, 251-433-1150, ext.102, jdequattro@TNC.ORG
2011 Hurricane Irene 31 Contracts Activated - \$14,754,641 Total Event Cost - 1,674,037 Total Event CY - 13 DMS Managed for Event				
Chowan County, NC 10/2011	Ground vegetative debris, transported & spread mulch on location	\$23,665	8,191	Cordell Palmer, EM Coordinator, 252-482-8484, cord.palmer@chowan.nc.gov
Colonial Williamsburg Foundation, VA 10/2011	Removed & Disposed: vegetation, mulch Reduced by grinding	\$9,100	Lump Sum	Rollin Woolley, Contract Administrator, PO Box 2600, Williamsburg, VA 23187, rwoolley@cwf.org
Dare County, NC 9/2011-12/2011	Removed & Disposed: vegetation, C&D, ash, HHW, abandoned travel trailers, e-goods Reduced by ACI burning (2 sites)	\$3,590,997	292,738	Edward Lee Mann, PW Dir, 252- 475-5880, edwardlee@darenc.com
Duck, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burn	\$62,738	3,138	Chris Layton, Town Mgr, 252-255-1234, clayton@townofduck.com
Edenton, NC 9/2011-10/2011	Removed & Disposed: vegetation, mulch Reduced by grinding Ground vegetative debris hauled by Town	\$65,573	13,917	Anne-Marie Knighton, Town Mgr, 252-482-7352, anne-marie.knighton@edenton.nc.gov
Edgecombe County, NC 9/2011-11/2011	Removed & Disposed: vegetation, C&D, mulch, leaners/hangers Reduced by grinding Towns of Taraboro, Maccelsfield, Princeville, Pinetops, Speed	\$1,519,737	70,296	Dee Waters, Purchasing Mgr, 252-641-7888, dee.waters@co.edgecombe.nc.us
Jacksonville, NC 9/2011-10/2011	Removed & Disposed and disposed of vegetative debris	\$351,594	54,081	Ron Massey, Deputy City Mgr, 910-938-5220, rmassey@ci.jacksonville.nc.us
James City County, VA (VPPSA) 9/2011-12/2011	Removed & Disposed: vegetation, leaners/hangers, stumps Reduced by grinding	\$1,879,198	211,553	John Horne, General Srvc Dir, 757-259-4127, john.horne@jamescitycountyva.gov Jim Hill, SW Superintendent, 757-565-0971, jhill@james-city.va.us

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Kill Devil Hills, NC 9/2011-10/2011	Removed & Disposed: vegetative, C&D, ash Reduced by ACI burning	\$188,899	24,849	Steve Albright , Asst Public Svcs Dir, 252-480-4080, steve@kdhnc.com
Kitty Hawk, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$171,320	22,555	Willie Midgett , PW Dir, 252-261-1367, wmidgett@kittyhawktown.net
Manteo, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$48,419	6,375	Kermit Skinner Jr. MPA AICP , Town Mgr, 252-473-2133, skinner@townofmanteo.com
Nags Head, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$40,052	5,269	Dave Clark, P.E. , PW Dir, 252-449-4203, clark@TownofNagsHead.net
Nash County Health Department, NC 12/2011	Ground vegetative debris (LS Agreement)	\$262,849	93,648	Bill Hill , Health Dir, 252-459-9819, william.hill@nashcountync.gov
North Carolina Department of Transportation (NCDOT) 7 Contracts 9/2011-10/2011	Removed & Disposed: vegetation, stumps on NCDOT Rds only Reduced by grinding Counties of Currituck, Bertie, Perquimans, Washington, Pasquotank, Dare, Camden, Gates, Northampton, Hertford, Chowan, Hyde, Tyrrell,	\$582,903	106,517	Gretchen Byrum , District Engineer, 252-321-4737, gabyrum@ncdot.gov Jerry Jennings , Division Engineer, 252-482-7977, jjennings@ncdot.gov
Newport News, VA 9/2011-10/2011	Removed & Disposed: (ROW, Parks) vegetation, C&D, mulch, leaners /hangers, stumps Reduced by grinding	\$1,065,377	97,421	Tim Shockley , SW Administrator, 757-269-2852, tshockley@nngov.com
Northampton County, NC 9/2011-11/2011	Ground vegetative debris at County Landfill	\$67,500	25,000	Billy Martin , PW Dir, 252-534-6341 ext.307, billy.martin@nhcnc.net
Onslow County, NC 8/2011-11/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$375,815	146,419	Scott Bost , SW Dir, 910-989-2107, scott_bost@onslowcountync.gov
Richlands, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D, ash Reduced by ACI burning	\$32,741	5,038	Gregg Whitehead , Town Administrator, 910-324-3301, richlandsnc@embarqmail.com
Robersonville, NC 9/2011-10/2011	Removed & Disposed: vegetation, C&D	\$52,312	6,001	Libby Jenkins , Town Mgr, 252-508-0311, lwjenkins@suddenlinkmail.com
Rocky Mount, NC 9/2011-11/2011	Removed & Disposed: vegetation, C&D, mulch Reduced by grinding Removed debris from City owned properties	\$2,971,515	319,887	Jonathan Boone , PW Dir, 252-972-1299, jonathan.boone@rockymountnc.gov
Seaboard, NC	Ground vegetative debris & spread on site	\$6,500	Lump Sum	Mayor Bobbie Moss , 120 Clay St, Seaboard, NC 27876, 252-589-5061
Williamsburg, VA (VPPSA) 9/2011-9/2011	Removed & Disposed: vegetation, Reduced by grinding	\$182,581	17,482	Dan Clayton , PW Dir, 757-220-6140, dclayton@williamsburgva.gov
Williamston, NC 9/2011	Removed & Disposed: vegetation, C&D	\$129,325	16,174	Brent Kanipe , Planning & Development Dir, 252-792-5142 ext.227, rbkanipe@yahoo.com
Wilson, NC 9/2011	Removed & Disposed: vegetation, C&D	\$382,942	51,040	Deborah Boyette , Assistant Public Svcs Dir, 252-399-2464, dboyette@wilsonnc.org

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
York County, VA (VPPSA) 9/2011-11/2011	Removed & Disposed: vegetation, C&D, mulch, ash, leaners/hangers Reduced by grinding & ACI burning	\$690,989	76,448	Frank Hedspeth , SW Mgr, 757-890-3780, hedspethf@yorkcounty.gov
2011 Tornado 3 Contracts Activated - \$6,077,718 Total Event Cost - 529,614 Total Event CY - 3 DMS Managed for Event				
Waste Corp of America (WCA) in Joplin, MO 6/2011-7/2011	Developed and managed Debris Management Site (DMS) Removed & Disposed: crushed C&D, concrete, mulch Reduced C&D by crushing & vegetative by grinding	\$1,024,780	54,770	Kevin O'Brien , Regional VP of Waste Corp. of America (WCA), 417-851-1951, kobrien@wcamerica.com
USACE Joplin, MO 7/2011-8/2011	Developed and managed Debris Management Site (DMS) Removed & Disposed: mulch Reduced debris by grinding Partnered Local Minority Co. – Jeff Asbell	\$1,749,463	161,424	Brian Shay , USACE-COTR, 571-305-3706, Brian.n.shay@usace.army.mil
Phillips & Jordan / USACE Walker County, AL 5/2011-8/2011	Sub for Phillips & Jordan Removed & Disposed: vegetation, C&D, ash, leaners/hangers, stumps Reduced by grinding	\$3,303,475	313,420	Clint Stephens , Phillips & Jordan, 828-479-3371, clints@pandj.com
2011 Other Projects				
River Delta Marina Project for Mobile County, AL 5/2011-12/2011	Demolition of existing marina boat houses & bulkheads Installed new vinyl sheet – piled sea wall Dredged marina to depth of 4' Constructed 10,000 /sq ft new boat sheds & 3200/sq ft covered pavilion Created approx. 3 acres of constructed wetlands & surrounding facilities	\$1,431,019	Lump Sum	Fran Lowe , Environmental Technician, Mobile County Commission, 251-574-3229, fran.lowe@mobilecounty.net
FGUA Pasco (Seven Springs) Utility System, FL 11/2011-4/2012	Removed trees & all debris from specified drainage ditches	\$47,340	Lump Sum	Christopher Couch , FGUA Project Coordinator, 877-552-3482, CCouch@govmserv.com
2010 BP Oil Spill Response 5 Contracts Activated - \$129,398,322 Total Event Cost				
BP Oil Exploration & Production 3/2011-2/2012	Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park – On shore & Near Shore Response Emergency closure of Little Lagoon Pass in Gulf Shores Boom Anchor and Removal program - Utilizing Side Scan Sonar equipment.	\$26,004,441	All Alabama Beaches Lump Sum & Hourly	Jeremiah Jefferies , AL Ops Mgr, 251-518-1334, jeremiah.jeffries@bp.com Bethany Jackson , Division Superintendent - Mobile Co, AL 270-399-0977, bethany.jackson@obriensrm.com

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
O'Brien's Response Management / SEACOR Management / BP Oil Exploration & Production 5/2010–3/2011	Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park – On shore & Near Shore Response Excavated and screened sand in Gulf Shores, AL Baldwin County Only – 21.18 mi of beach cleaned, 2,452,000 lbs of hydrocarbon removed, and 3 billion lbs of sand sifted. Gabion basket removal (Ft. Morgan & Dauphin Island) Subcontractor for O'Brien's	\$96,214,448	All Alabama Beaches Lump Sum & Hourly	Bob Anderson , Project Mgr, 714-222-9922–cell, robert.anderson@obriensrm.com Duane Miller , Consulting & Response Mgr, 251-716-1620–cell, duane.miller@obriensrm.com
Orange Beach, AL 7/2010-8/2010	Provided debris clearance, sand reclamation & hazardous materials extraction	\$664,326	Hourly	Phillip West , Costal Resource Mgr, 251-981-6788, pwest@cityoforangebeach.com
Baldwin County, AL 5/2010–7/2010	Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County	\$4,280,107	Lump Sum	Joey Nunnally , Preconstruction Mgr, PW Engineer, 251-972-8557, jnunnally@baldwincountyal.gov
Dauphin Island, AL 6/2010–7/2010	Built an additional sand berm for protection per BP Grant Planted Sea Oats	\$2,235,000	3 Miles of Beaches	Jeff Collier , Mayor, 251-861-5525, jcollier@townofdauphinisland.org
2010 Other Projects				
Daytona Beach, FL 7/2010-8/2010	Grinding debris	\$11,400	6,000	David Hand , SW Coordinator, 386-671-8670, 386-671-5915 fax
Prichard, AL (dba Gulf Equipment) 12/2010	CDBG Project - demolition & clearance of approx. 39 ROE properties Removed & Disposed: demolition debris	\$118,440	4,159	Rob Bartlett , 216 E Prichard Ave, Prichard, AL 36610, 251-622-5635, r.bartlett@thecityofprichard.org
US Navy Lake Ponchatrain, LA	Recovered a plane & contents at the bottom of Lake Ponchatrain utilizing Side Scan Sonar Equipment	\$3,500	Lump Sum	CDR John Hensel , 850-696-9500
Alabama Department of Transportation (ALDOT) 1/2010–12/2011, 1/2012–12/2013, 1/2014-Current	Dredging of Little Lagoon in Gulf Shores, AL on an as needed basis under a Dredge Maintenance Contract	\$1,338,416	Unit Price/ Hr of Dredging	Phillip Presley , Contract Mgr, 251-989-6319, presleyp@dot.state.al.us

Sand Screening & Beach Debris Removal Dedicated - Past Performance Chart

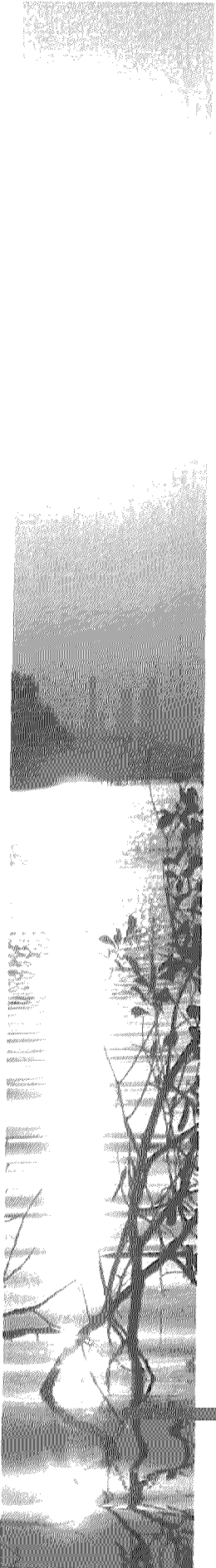
The chart below contains a partial listing of contracted work accomplished by CrowderGulf that involved sand screening and or debris removal from beaches. All work that was accomplished in Baldwin County has been highlighted in yellow. A complete list of all projects can be made available dating back to Hurricane Frederick in 1979.

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2014 Severe Storms, Flooding & Tornadoes 10 Contracts -290,212 CY & 3,136 Tons - \$3,671,136 Invoiced - 2 DMS Managed				
City of Orange Beach, AL 5/8/2014-5/12/2014	▪ Special Projects: Remove heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com Ken Grimes , City Administrator
2014 Ice Storm Pax 2 Contracts - 277,501 CY - \$5,358,824 Invoiced - 3 DMS Managed				
2013 TS Andrea				
City of Gulf Shores, AL 6/11/2013-6/14/2013	▪ Special Projects: Cleaned the beaches of debris	\$8,029	Hourly	Mark Acreman , PE City Engineer, PO Box 299, Gulf Shores, AL 36547, 251-968-1155, macreman@gulfshoresal.gov Charles Hunter , PW Dir, PO Box 299, Gulf Shores, AL 36547, chunter@gulfshoresal.gov
2012 Hurricane Sandy 4 Contracts - \$57,805,734 Invoiced - 724,800 CY & 399 tons				
New Jersey Dept. of Environmental Protection 2/20/13-12/15/13 7/19/2014-9/5/2014	<ul style="list-style-type: none"> ▪ Removed & Disposed: vegetation, C&D to Final Disposal, vehicles, vessels, white goods ▪ Utilizing Side Scan Sonar equipment for Pre-Removal and post confirmation ▪ Dredging of ship channels throughout the bays and disposed of contaminated sand and screened uncontaminated sand ▪ At Cost Services: landfill tipping fees ▪ NOAA Grant Project ▪ Special Projects: Waterway debris removal for ineligible debris left by Hurricane Sandy. Funded by NOAA Grant. 	\$57,753,129	724,800	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p – 609-292-8838 c- 609-439-6673, Suzanne.Dietrick@dep.nj.us Jane Kozinski , Environmental Mgmt, NJDEP, 401 E State St., Mail Code 401-03B, Trenton, NJ 08625-0420, 609-292-2795, jane.kozinski@dep.state.nj.us
City of Fort Lauderdale, FL 11/1/2012-11/2/2012	▪ Special Projects: removed sand debris from roadways	\$21,068	Hourly	Albert Carbon (now Hardeep Anand , P.E.), PW Dir, 220 SW 14 th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov Rick Andrews , Procurement Specialist, 100 N Andrews Ave, 6 th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
2012 Hurricane Isaac 9 Contracts - \$2,821,936 Invoiced - 224,181 CY & 3,603 tons 3 DMS Managed				
Town of Dauphin Island, AL 8/31/2012-1/4/2013	<ul style="list-style-type: none"> ▪ Push ▪ Removed & Disposed: (ROW ROE & FHWA) sand for screening & returned to beach ▪ Dredge Sand from the canal and screened ▪ Repaired streets in different locations 	\$2,101,210	166,110 & 3,603 tons	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
City of Key West, FL 8/28/2012-8/31/2012	▪ Special Projects: Cleaned the beaches of debris	\$76,683	Hourly	Scott Fraser , FEMA Coordinator / Floodplain Admin., 626 Josephine Parker Dr, Key West, FL 33040, 305-809-3810, sfraser@cityofkeywest-fl.gov Craig Marston (now Alan Averette), Division Chief/Fire Marshall, 1600 N Roosevelt Blvd, Key West, FL 33040, 305-809-3933, aaverett@keywestcity.com
City of Orange Beach, AL 8/30/2012-9/1/2012	▪ Special Projects: Cleaned the beaches of debris	\$8,265	Hourly	Nicole Woerner , Coastal Resources Planner, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwoerner@cityoforangebeach.com Phillip West , Costal Resource Manager, 4101 Orange Beach Blvd., Orange Beach, AL 36561, 251-981-6788, pwest@cityoforangebeach.com
Walton County, FL 9/1/2012-9/2/2012	▪ Special Projects: Cleaned the beaches of debris	\$11,646	Hourly	Major Joseph Preston , Support Svcs & EM Dir, 752 Triple G Rd, DeFuniak Springs, FL 32433, 850-951-4721, jpreston@waltonso.org Al Ford , EM Coordinator, 63 Bo Pete Manor Rd, DeFuniak Springs, FL 32433, 850-892-8065, foralfred@co.walton.fl.us

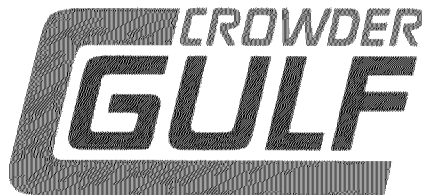
OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT	
2012 T. S. Beryl 1 Contract - \$92,421 Invoiced - 16,576 CY - 1 DMS Managed					
Nassau County, FL 6/11/2012-7/17/2012	<ul style="list-style-type: none">Removed & Disposed: vegetationReduced by grindingSpecial Projects: Cleaned beaches from Seaweed debris	\$92,421	16,576	Jonathan Page, Co Engineer, 46026 Landfill Rd, Callahan, FL 32011, 904-491-7330, jpage@nassaucountyfl.com	Scott Herring, PW Dir, 46026 Landfill Rd, Callahan, FL 32011, 904-491-7330, sherring@nassaucountyfl.com
2011 Hurricane Irene 31 Contracts - \$14,754,641 Invoiced - 1,518,199 CY & 25,937 Tons – 13 DMS Managed					
2011 Tornado 3 Contracts - \$6,077,718 Invoiced - 368,190 CY & 26,904 Tons - 3 DMS Managed					
2010 BP Oil Spill Response					
BP Oil Exploration & Production 3/4/2011–2/14/2012	<ul style="list-style-type: none">Provided OSRO (Oil Spill Response Organization) ServicesProvided maintenance cleanup on all AL beaches & State Park – On shore & Near Shore ResponseEmergency closure of Little Lagoon Pass in Gulf ShoresBoom Anchor and Removal program - Utilizing Side Scan Sonar equipment.	\$26,004,441	All Alabama Beaches Lump Sum & Hourly	Jeremiah Jefferies, AL Ops Mgr, 251-518-1334, jeremiah.jeffries@bp.com Bethany Jackson, Division Superintendent - Mobile Co, AL 270-399-0977, bethany.jackson@obriensrm.com	Jim Poore, Division Supervisor – Baldwin Co, AL, 251-225-5520, james.poore@bp.com
O'Brien's Response Management / SEACOR Management / BP Oil Exploration & Production 5/2010–3/3/2011	<ul style="list-style-type: none">Provided OSRO (Oil Spill Response Organization) ServicesProvided maintenance cleanup on all AL beaches & State Park – On shore & Near Shore ResponseExcavated and screened sand in Gulf Shores, ALBaldwin County Only – 21.18 mi of beach cleaned, 2,452,000 lbs of hydrocarbon removed, 3 billion lbs of sand sifted.Gabion basket removal (Ft. Morgan & Dauphin Island)Subcontractor for O'Brien's	\$96,214,448	All Alabama Beaches Lump Sum & Hourly	Bob Anderson, Project Mgr, 714-222–9922–cell, robert.anderson@obriensrm.com Duane Miller, Consulting & Response Mgr, 251-716-1620–cell, duane.miller@obriensrm.com	Doug Parton, Deputy Ops Mgr, 850-362-8178-cell, parton.doug@bpgom.com
City of Orange Beach, AL 7/6/2010-8/20/2010	<ul style="list-style-type: none">Provided debris clearance, sand reclamation & hazardous materials extraction	\$664,326	Hourly	Nicole Woerner, Coastal Resources Planner, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwoerner@cityoforangebeach.com	Phillip West, Costal Resource Mgr, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6788, pwest@cityoforangebeach.com
Baldwin County, AL 5/19/2010–7/12/2010	<ul style="list-style-type: none">Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County	\$4,280,107	Lump Sum	Joey Nunnally, Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-8557, jnunnally@baldwincountyal.gov	Charles Gruber, Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Town of Dauphin Island, AL 6/1/2010–7/21/2010	<ul style="list-style-type: none">Built an additional sand berm for protection per BP GrantPlanted Sea Oats	\$2,235,000	3 Miles of Beaches	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2009 Tropical Storm Ida					
Town of Dauphin Island, AL 11/12/2009-4/12/2010	<ul style="list-style-type: none">Emergency PushSpecial Projects: sand screening & beach reclamation services	\$922,471	77,127	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2008 Hurricane Ike 36 Contracts - \$178,318,426 Invoiced - 16,933,904 CY - 27 DMS Managed					
Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none">Emergency PushSpecial Projects: Sand screening & beach restoration, sand fence replacement; Drainage ditch excavation, road & damaged parking lot reconstruction	\$3,245,527	210,520	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT	
Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	<ul style="list-style-type: none"> Removed & Disposed: (ROW, ROE & canal) vegetation, wet debris, C&D, mulch, leaners/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles, tires Reduced by grinding & burning Special Projects: Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike; Levee debris removal; Debris removed from eligible parks, cemeteries & schools At Cost Services: landfill tipping fees 	\$84,145,785	3,871,319	Connie Nicholson , Community Svcs Dir, 722 Moody, Galveston, TX 77539, 409-770-5543, connie.nicholson@co.galveston.tx.us Pat Doyle (now Ryan Dennard) , Co Commissioner Precinct 1, 722 Moody, 1st Floor, Galveston, TX 77550, 409-770-5474, Ryan.Dennard@co.galveston.tx.us	Lee Crowder , Drainage & Beach Mgr Rd & Bridge Dept. 5115 Hwy 3, Dickinson, TX 77539, 281-534-4152, lee.crowder@co.galveston.tx.us
Texas GLO – General Land Office 12/18/2008-2/15/2010	<ul style="list-style-type: none"> Contract # 09-135-000-3564, 12/18/2008–4/15/2009 Removed & Disposed: sand Special Projects: cleaned & restored beaches Contract # 09-152-000-3591, 2/20/2009–2/15/2010 Special Projects: Removed & Disposed of marine debris & sunken vessels from Gulf & Bay Waters utilizing Side Scan Sonar 	\$27,167,674	7,824,258	Ben Au , Architect Dir, Const Svcs, 1700 N Congress Ave, Austin, TX 78701, 512-463-6293, benjamin.au@glo.state.tx.us John Gillen , Dir Coastal Assistance, 512-936-2239, john.gillen@glo.state.tx.us	Tony Williams , Environmental Review Specialist, 1700 N Congress Ave, Austin, TX 78701, 512-463-5055, tony.williams@glo.texas.gov
2008 T.S. Fay 3 Contracts - \$331,745 Invoiced - 16,620 CY - 1 DMS Managed					
2007 Non Disaster Projects					
City of Sanibel Island, FL Beach Cleanup Red Drift Algae 2/9/2007-2/18/2007	<ul style="list-style-type: none"> Special Projects: hand raked & removed red drift algae from beach 	\$65,716	Hourly	Gates Castle (now Keith Williams, II) PW Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, keith.williams@mysanibel.com	Scott Krawczuk , PW Deputy Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, scott.krawczuk@mysanibel.com
2005 Hurricane Wilma 19 Contracts - \$77,117,713 Invoiced - 4,121,047 CY - 11 DMS Managed					
City of Fort Lauderdale, FL 10/27/2005-3/8/2006	<ul style="list-style-type: none"> Emergency Push Removed & Disposed: (ROW & ROE) vegetation, C&D, mulch Specialty Debris: (ROW & Parks) leaners/hangers, stumps, wet canal debris, sand screening Reduced by grinding Provided: generators, ice At Cost Services: landfill tipping fees 	\$28,000,000	1,025,131	Albert Carbon (now Hardeep Anand, P.E.) , PW Dir, 220 SW 14th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov	Rick Andrews , Procurement Specialist, 100 N Andrews Ave, 6th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
City of Sanibel Island, FL 10/28/2005-12/1/2005	<ul style="list-style-type: none"> Emergency Push Removed & Disposed: (ROW & ROE) vegetation, C&D Special Projects: Beach Work 	\$538,981	46,877	Gates Castle (now Keith Williams, II) PW Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, keith.williams@mysanibel.com	Scott Krawczuk , PW Deputy Dir, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, scott.krawczuk@mysanibel.com
2005 Hurricane Rita 5 Contracts - \$94,502,646 Invoiced - 10,548,710 CY - 16 DMS Managed					
City of Fort Lauderdale, FL 9/20/2005-10/6/2005	<ul style="list-style-type: none"> Special Projects: beach work, cleaned sand debris & various projects 	\$205,010	1,083	Albert Carbon (now Hardeep Anand, P.E.) , PW Dir, 220 SW 14th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341, hanand@fortlauderdale.gov	Rick Andrews , Procurement Specialist, 100 N Andrews Ave, 6th Floor Rm 619, Ft Lauderdale, FL 33301, 954-828-4357, randrews@fortlauderdale.gov
2005 Hurricane Katrina 32 Contracts - \$96,564,498 Invoiced - 3,821,306 CY - 8 DMS Managed					
City of Gulf Shores, AL 10/2/2005-2/20/2006	<ul style="list-style-type: none"> Special Projects: Removed & disposed of debris at West Beach; Beach plowing, sand screening & 7 miles of berm reconstruction 	\$7,147,306	270,218	Mark Acreman , PE City Engineer, PO Box 299, Gulf Shores, AL 36547, 251-968-1155, macreman@gulfshoresal.gov	Charles Hunter , PW Dir, PO Box 299, Gulf Shores, AL 36547, chunter@gulfshoresal.gov
City of Orange Beach, AL 8/30/2005	<ul style="list-style-type: none"> Special Projects: beach work, sand screening & various projects At Cost Services: landfill tipping fees 	\$265,701	181,974	Nicole Woerner , Coastal Resources Planner, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwoerner@cityoforangebeach.com	Phillip West , Costal Resource Mgr, 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6788, pwest@cityoforangebeach.com

3. Authority to Contract



3. Authority to Contract Information



Office Address:

Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582

Phone:

800-992-6207
251-459-7430

Fax:

251-459-7433

Email:

jramsay@crowdergulf.com
www.crowdergulf.com

Authorized Persons:

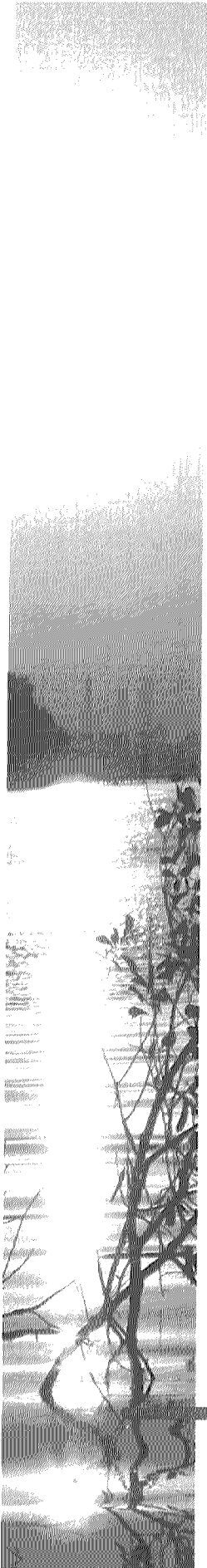
John Ramsay
President & CEO, Company Official
Authorized to contract for CrowderGulf
(251) 402-3677 cell
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Vice President & COO, Company Official
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(646) 872-1548 cell
aramsay@crowdergulf.com

FEIN: 01-0626019

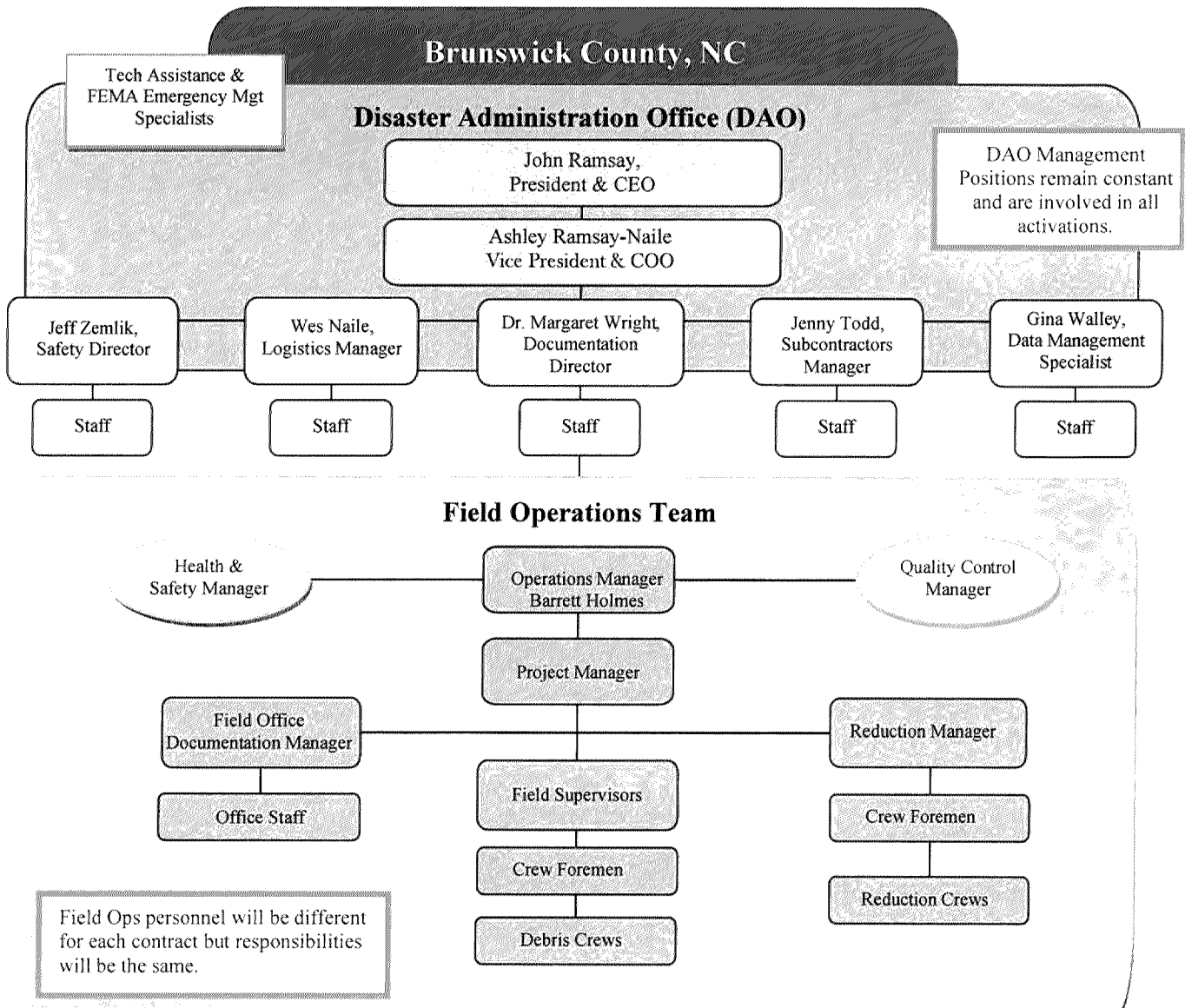
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4. Organizational Chart

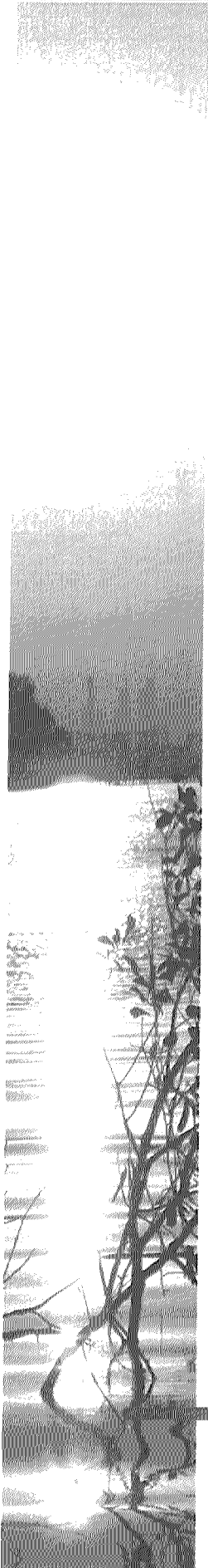


4. Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. It provides a brief description of the primary responsibilities of each position. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



5. Debris Management



5. DEBRIS MANAGEMENT AND RESPONSE

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA ([FEMA 325 Debris Management Guide](#)), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the County's Debris Manager at least 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the County. Within 12 hours of receiving a NTP CrowderGulf will have our Management team report to the County representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 12-24 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the County. The DMS may, if required to meet the needs of the County, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with County personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training County personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the County will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the County's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability. The planned Operations Manager (OM) for Brunswick County will be Barrett Holmes. Mr. Holmes can be reached directly at 864-569-6611 or bholmes@crowdergulf.com. A partial list of Mr. Holmes disaster debris related experience has been provided below:

Barrett Holmes – Project Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes. He has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Role	Storm - FEMA No./Safety Org.	Storm - FEMA No./Safety Org.	Storm - FEMA No./Safety Org.
FEMA Region VI Defense Coordinating Officer	1989 Hugo	1992 Andrew	2014 Ice Storm Pax-4166-SC
	2007 Niigata Earthquake	2010 BP Oil Spill	2010 Earl
Project Manager	2011 Irene-4019-NC, 4024-VA	2012 Sandy-4086-NJ	2014 Winter Storm Pax-4166-SC
	2012 Isaac-4082-AL, 4081-MS, 4084-FL	2014 Storms/flooding-4176-AL, 4177-FL	2015 Storm/flooding-4241-SC

Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Support Functions** to insure the most efficient and cost effective debris management for Brunswick County. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

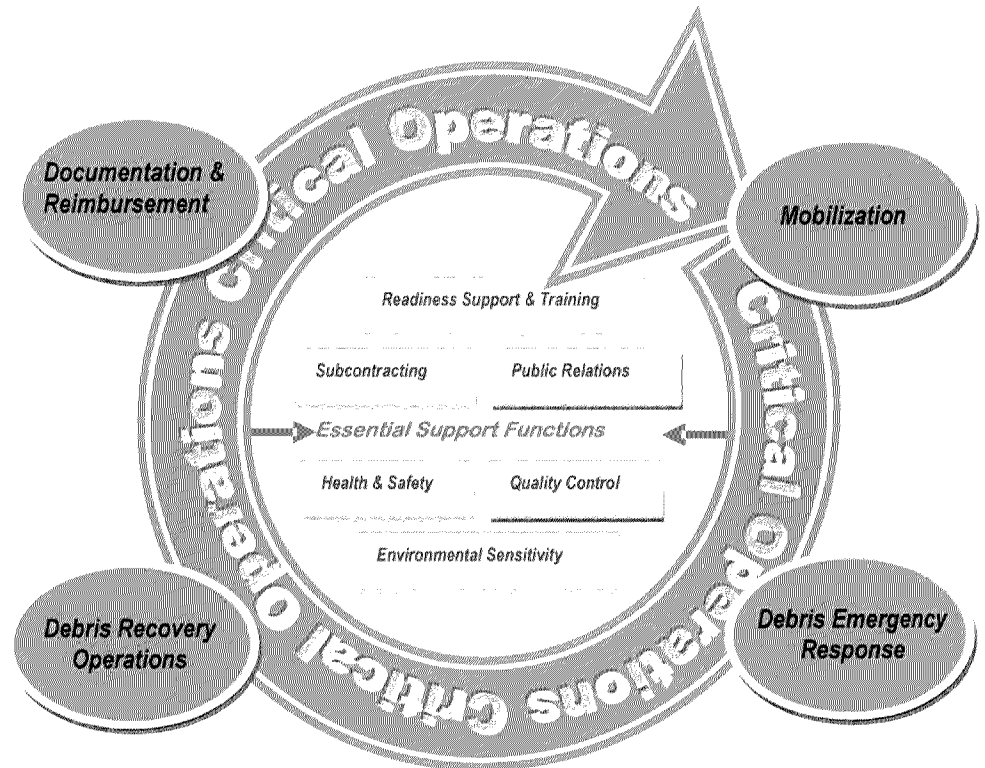
Critical Operations (*action items that are set in motion by an event*)

- Mobilization (RFP: Section I)
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

(*support functions for Critical Operations*)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Operations Plan** was developed with only one objective – to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible. The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 45 years.

When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Public Relations, Health and Safety, Quality Control and Environmental Sensitivity** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➤ Mobilization (RFP Section I)

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to Brunswick County. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the County's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors / subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the County's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning.

Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the County's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the County and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf/ personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the County's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the County's Emergency Management personnel. If requested by the County, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the County.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area, which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf will establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the County to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and telephones in their vehicles. **Upon request, we will furnish key County personnel with our system radios.**

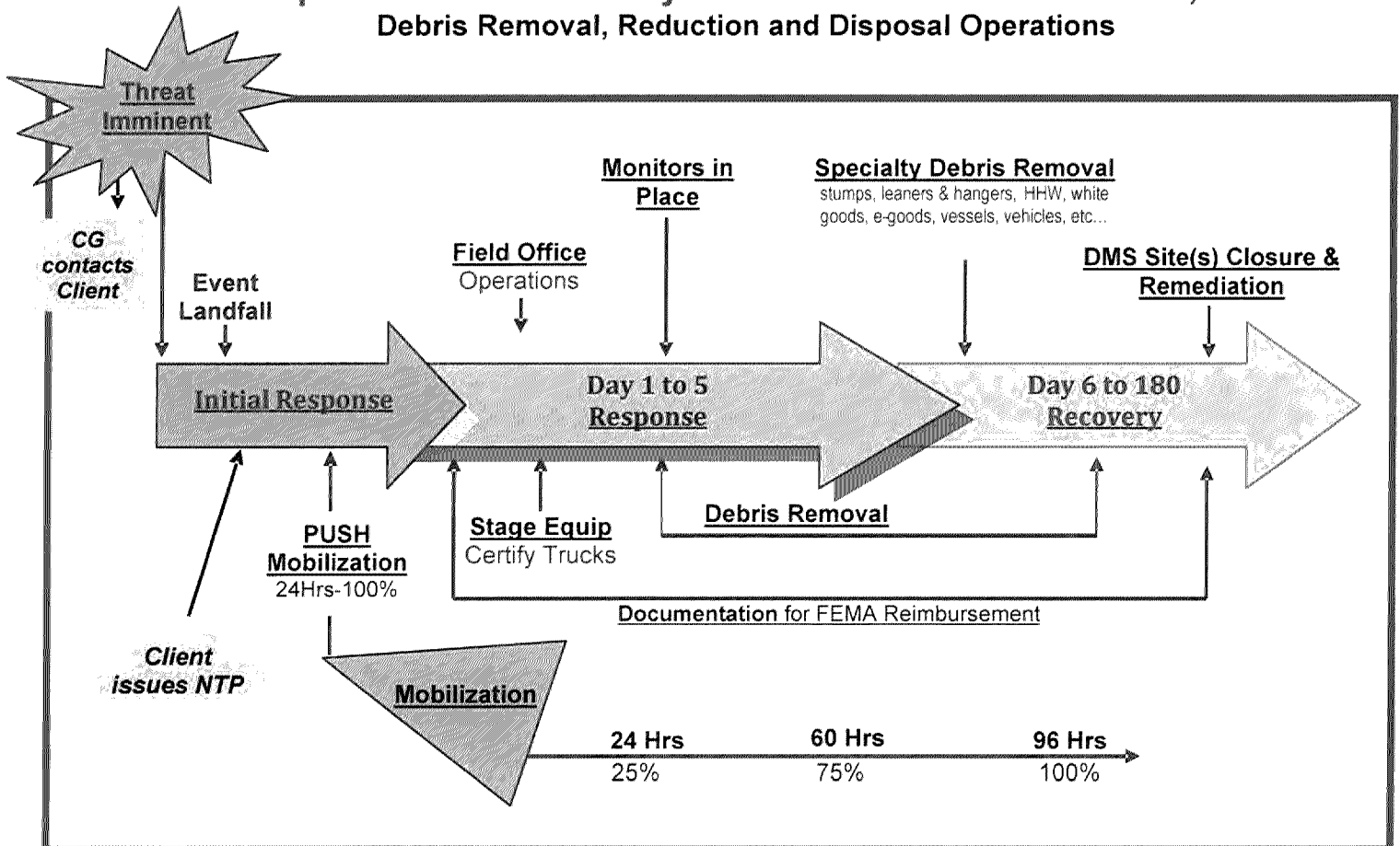
Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Mobilization Parameters

- Providing an advance CrowderGulf representative to the County's Emergency Operations Center **24** hours prior to a predicted event such as a hurricane.
- Providing an Operations Manager and team on-site within 8-12 hours of NTP to assist in planning for the operation and mobilization of personnel and equipment necessary to perform the work.
- Staging personnel and equipment in close proximity to the County to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") **within 12 hours of NTP if requested by the County.**
- Being fully operational for **hauling, sorting, and storing of debris within 48 hours of initial NTP.**
- **Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.**
- Maintaining full operational capability, **24 hours per day, seven days per week** for an extended period of time.
- **Being able to clear all debris from all County maintained streets, roads and highway rights-of-way within 90 days from initial NTP.**
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within **180 days from initial NTP.**

Response and Recovery Timeline for Brunswick Co, NC Debris Removal, Reduction and Disposal Operations



➤ Debris Emergency Response (RFP Section I)

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life saving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. County staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, a minimum of 5 crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

*Ralph Caldwell, Public Works
Assistant Director
Newport News, VA*

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units, and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers



All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the County transitions to the recovery operations.

➤ **Debris Recovery Operations (RFP Section II)**

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations, which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a disaster debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the County.

Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

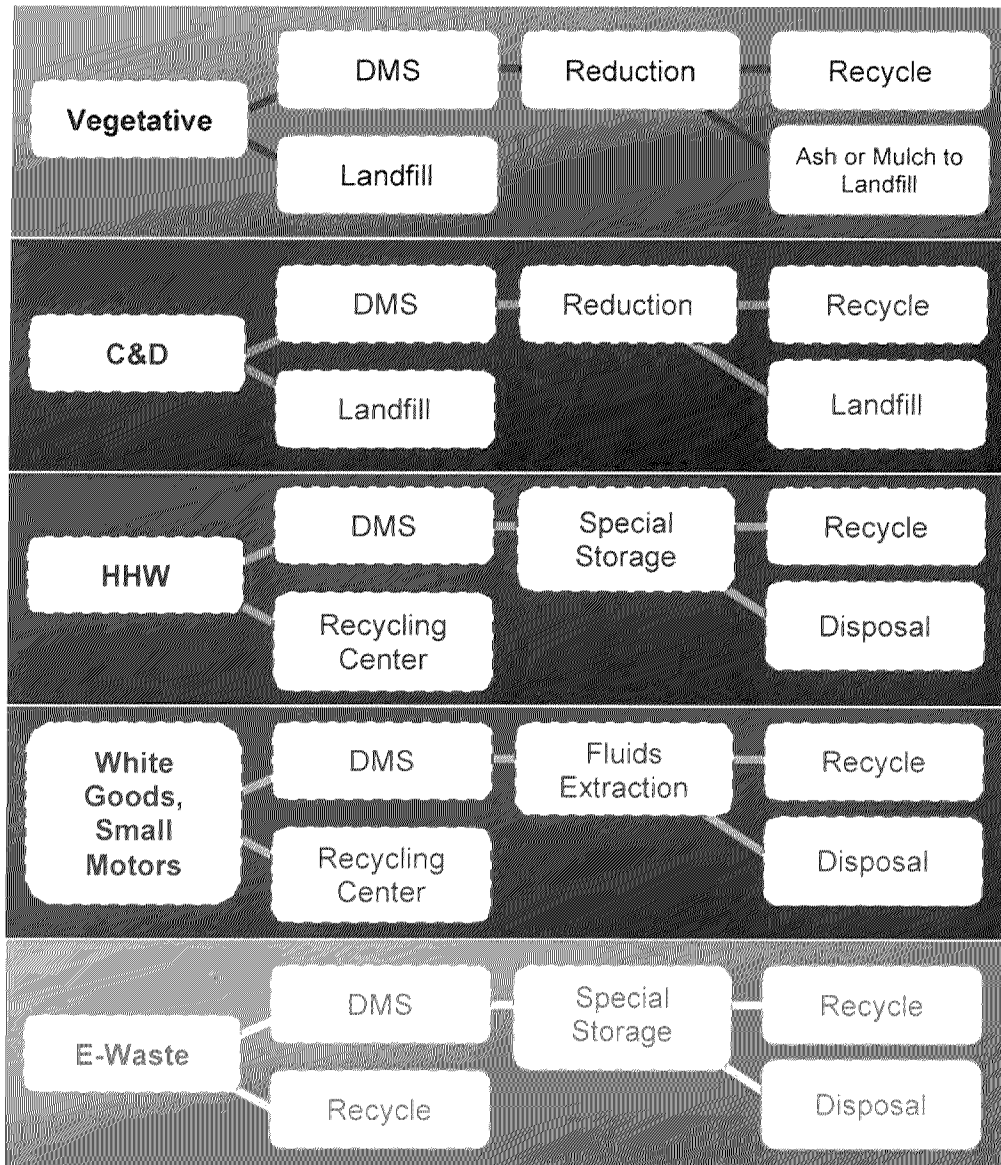
Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

Brunswick County will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the County in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris.

The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the County or representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The County will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the County in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of County with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations:

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger equipment that is more specialized. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a County representative in the inspection tower. The load will be "called" by the County representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by County.

Number of Passes

CrowderGulf will make as many passes as the County may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meeting will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of Brunswick County to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the County.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for our Client's to be successful with maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the **Documentation and Reimbursement** section of this proposal.

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the County or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community.

Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The County, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the County and its citizens.

"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

Citizen, High Island, TX

We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

In the context of this proposal, the terms "**Temporary Debris Separation and Reduction Site**" and the term "**Debris Management Site**" are used interchangeably.

DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting Debris Management Site operations. CrowderGulf will work closely with the County to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the County, and will be in compliance with FEMA 325 regulations for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with

the preparation, operation, and restoration of Debris Management Sites is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

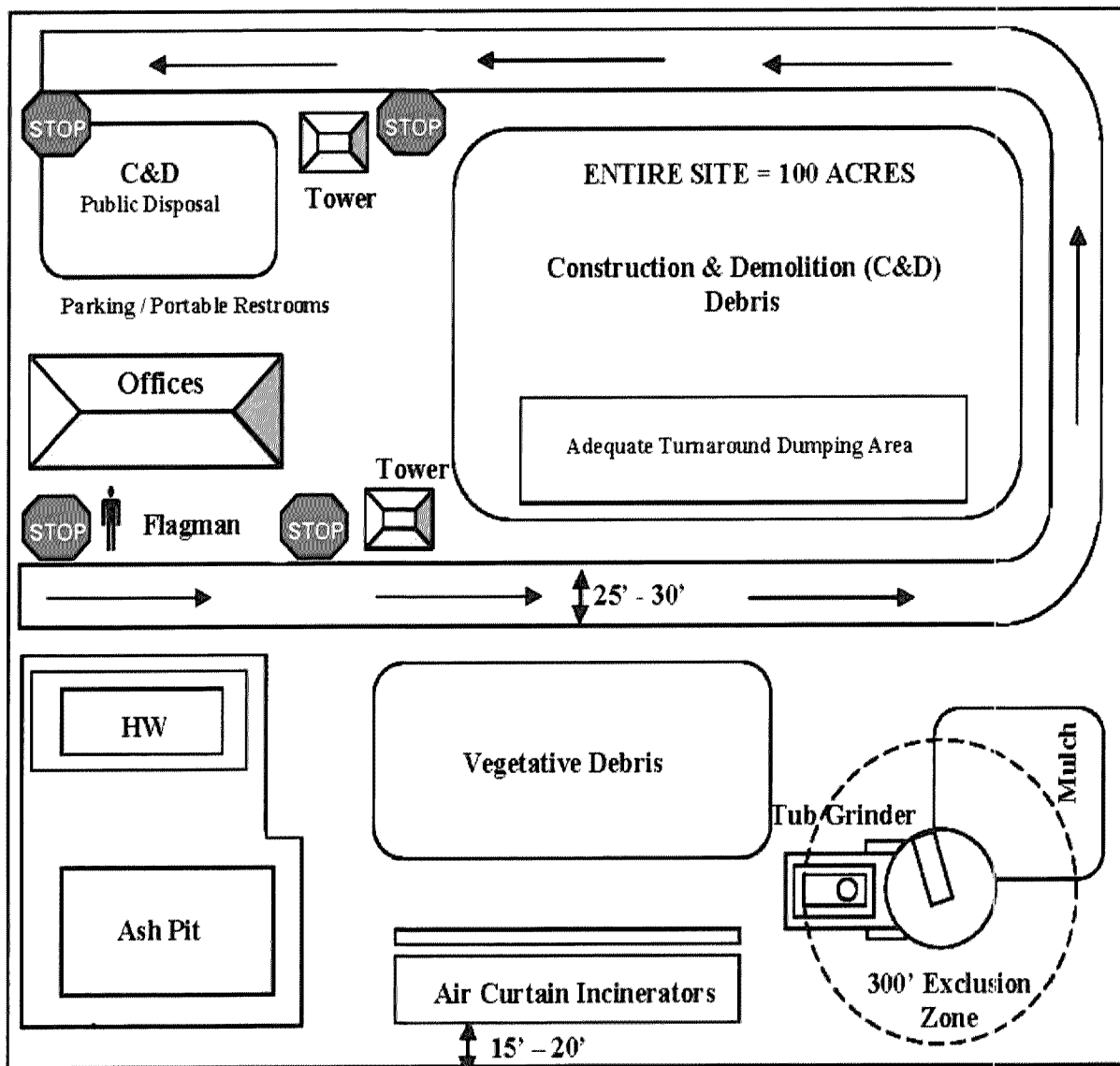
- Portable toilet facilities will be conveniently located to serve the inspection towers, crew working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the County, the DMS sites may be restricted to County and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12' x 50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height and prevent spontaneous combustion
- C&D debris disposal or storage area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the County's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the County's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security/ Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

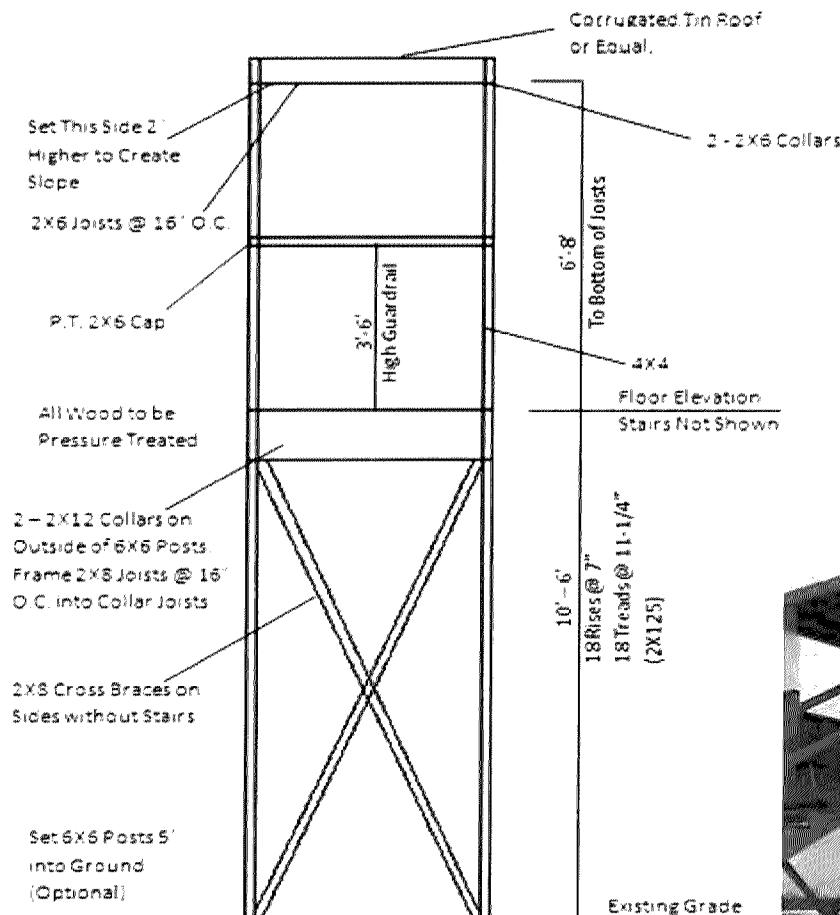


Inspection Towers

At no cost to Brunswick County, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x 8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"X 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable County building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower

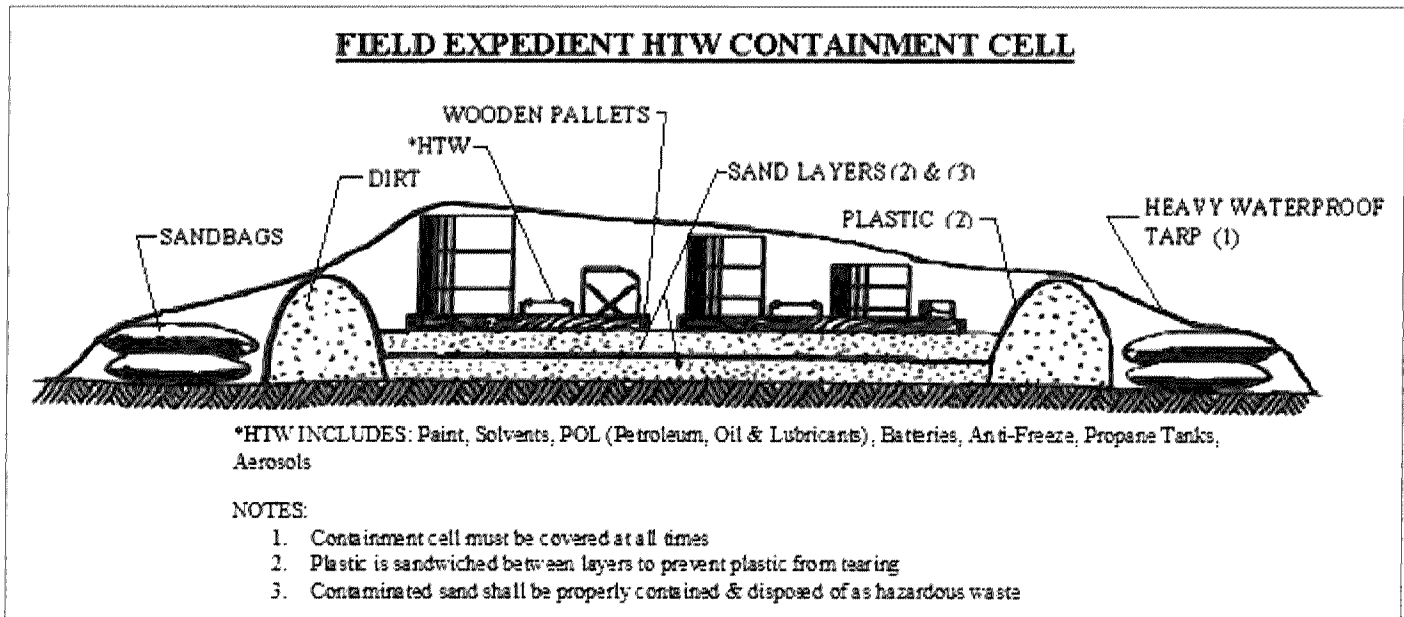


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 1) 30'x 30' in size, the perimeter lined with hay bales staked in place
- 2) Water proof liner or plastic ground protection cove
- 3) Rain and snow cover for the entire area



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the debris-staging site. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the County's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.



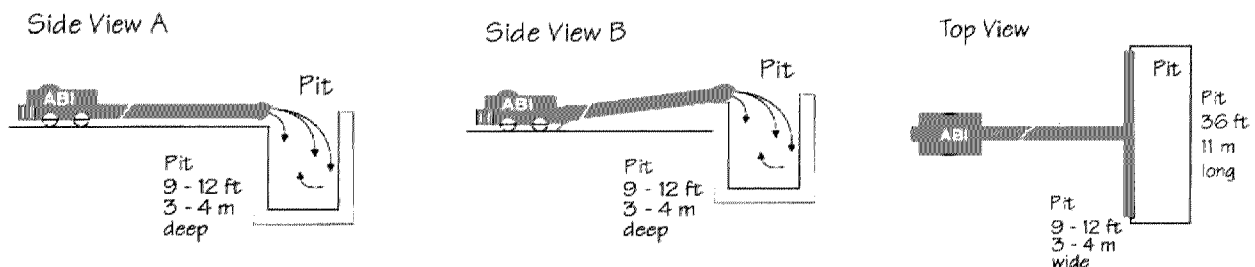
over 25 million cubic yards of debris since 2003.

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the County.

Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the County, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound.

The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.



The CrowderGulf **Environmental Protection Plan** will address and provide detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE		
TASK		TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS		Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility		Within 48 hrs
Construct observation platform per FEMA requirements		Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas		Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site		Within 48 hrs
Ensure Hazardous Waste Plan in place		Within 48 hrs
If burning is permitted, begin construction of burn pits		Within 48 hrs
Complete installation of burners		Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas		Within 72 hrs
Set up grinders/chippers		Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.		Daily
Ensure maintenance of burners &/or grinders/chippers		Daily
Make dumpsite adjustments		Daily
Provide daily operations reports to Project Manager & County Rep		Daily
Inspect DMS operations for safety & quality control monitoring		Daily & periodically
Handle storage & disposal of hazardous waste		As required
Restoration of site upon project completion to County's specifications		Upon completion of project
Provide for demobilization of equipment		Upon completion of all tasks

Basic Debris Reduction Crews

Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (if burning)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions of the County's staff and in keeping with all federal, state, and local laws.

Vegetative Debris

Based on the County's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state, and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters, we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the County in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of Brunswick County, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state, and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the County.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into eight foot or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted, split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks, and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuels users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard in urban areas.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The County may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances, and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the County.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to as good as or better than pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be turned by disc and seeded with appropriate grass species and watered if necessary. A final site inspection will be conducted by County authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the County that the last load of debris has been delivered.

➤ Documentation and Reimbursement (RFP Section II)

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the County, FEMA, FHWA, and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

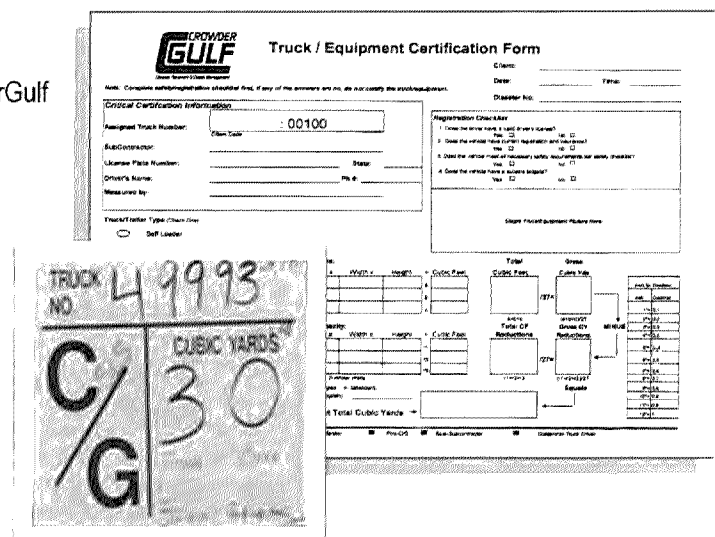
Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for Client, Date, and Driver's Name. It has a section for 'Critical Certification Information' with fields for Assigned Truck Number (00100), Subcontractor, License Plate Number, and Driver's Name. There is also a 'Registration Checklist' with four items to be checked. Below the form is a truck tag for 'TRUCK NO 49993' and 'CUBIC YARDS 30'. The tag also features the CrowderGulf logo and a 'C/G' marking.

Documentation procedures include:

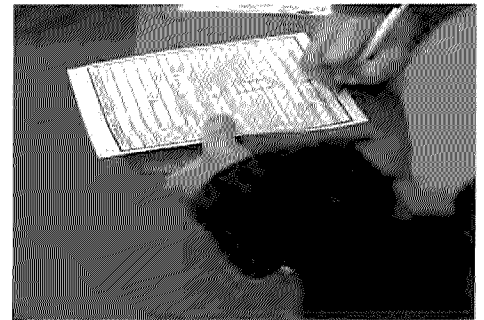
- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The County's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- County representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- County representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- County representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

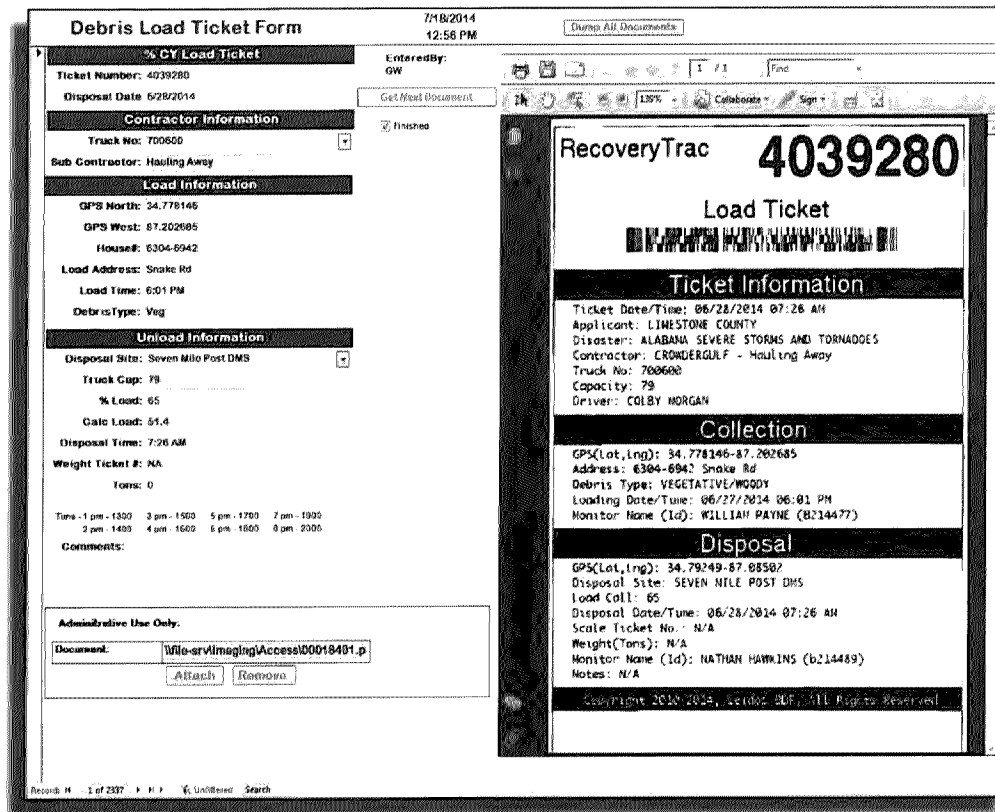
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the County or their representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface for a Debris Load Ticket Form. The form is titled "Debris Load Ticket Form" and includes a date/time stamp of 7/18/2014 12:56 PM. The form is divided into several sections: "Contractor Information", "Load Information", "Unload Information", and "Administrative Use Only". The "Contractor Information" section includes fields for Ticket Number (4039280), Disposal Date (6/28/2014), Contractor Name (CrowderGulf - Hauling Away), and Truck No. (700600). The "Load Information" section includes GPS coordinates, House # (6304-6942), Load Address (Snake Rd), Load Time (6:01 PM), and Debris Type (Veg). The "Unload Information" section includes Disposal Site (Seven Mile Post DMS), Truck Cap. (FB), % Load (65), and Disposal Time (7:26 AM). The "Administrative Use Only" section includes a Document field with the value "file-srv\imging\Access\00018401.p" and buttons for "Attach" and "Remove".

Overlaid on the right side of the form is a "RecoveryTrac" document for ticket number 4039280. The document includes a "Load Ticket" section with a barcode and "Ticket Information" section with details such as Ticket Date/Time (06/28/2014 07:26 AM), Applicant (LIMESTONE COUNTY), Disaster (ALABAMA SEVERE STORMS AND TORNADOES), Contractor (CROWDERGULF - Hauling Away), Truck No. (700600), Capacity (79), and Driver (COLBY MORGAN). The "Collection" section includes GPS coordinates, Address (6304-6942 Snake Rd), Debris Type (VEGETATIVE/WOODY), Loading Date/Time (06/27/2014 06:01 PM), and Monitor Name (Id): WILLIAM PAYNE (B214477). The "Disposal" section includes GPS coordinates, Disposal Site (SEVEN MILE POST DMS), Load Coll. (65), Disposal Date/Time (06/28/2014 07:26 AM), Scale Ticket No. (N/A), Weight (Tons): (N/A), Monitor Name (Id): NATHAN HAWKINS (b214489), and Notes (N/A). The document also includes a copyright notice: "Copyright 2010-2014, Lendec BOP, All Rights Reserved".

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific County requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the County with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

DATE	TICKET #	Debris Type	Delivered To	Truck #	Capacity	% LOADED	LOAD (CY)
9/6/2011	B104108	C&D	Stumpy Point	033884	45.00	55	26.95
9/6/2011	B104109	C&D	Stumpy Point	033884	45.00	60	29.40
9/6/2011	B104274	Vegetative	Stumpy Point	033875	72.00	65	46.80
9/6/2011	B104275	Vegetative	Stumpy Point	033875	59.00	65	38.35
9/6/2011	B104276	Vegetative	Stumpy Point	033875	58.00	70	40.60
9/6/2011	B104277	Vegetative	Stumpy Point	033880	45.00	70	34.30
9/6/2011	B104278	C&D	Stumpy Point	033877	53.00	70	37.10
9/6/2011	B104279	Vegetative	Stumpy Point	033878	45.00	70	34.30
9/6/2011	B104280	Vegetative	Stumpy Point	033877	53.00	70	37.10
9/6/2011	B104281	Vegetative	Stumpy Point	033876	49.00	70	34.30
9/6/2011	B104282	Vegetative	Stumpy Point	033877	53.00	70	37.10
9/6/2011	B104283	Vegetative	Stumpy Point	033876	49.00	70	34.30
9/6/2011	B104284	Vegetative	Stumpy Point	033877	53.00	70	37.10
9/6/2011	B104285	Vegetative	Stumpy Point	033878	49.00	70	34.30
9/6/2011	B104286	C&D	Stumpy Point	033875	45.00	65	31.65
9/6/2011	B104287	C&D	Stumpy Point	033877	53.00	55	29.15
9/6/2011	B104625	C&D	Stumpy Point	033883	50.00	86	42.50
9/6/2011	B104626	C&D	Stumpy Point	033884	45.00	85	41.65
9/6/2011	B104627	C&D	Stumpy Point	033883	50.00	75	37.50
9/6/2011	B104628	C&D	Stumpy Point	033884	49.00	80	39.20
9/6/2011	B104629	C&D	Stumpy Point	033883	60.00	80	40.00
9/6/2011	B104630	C&D	Stumpy Point	033884	49.00	80	39.20
9/6/2011	B104631	Vegetative	Stumpy Point	033883	50.00	70	35.00
9/6/2011	B104632	Vegetative	Stumpy Point	033884	49.00	65	31.65

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice), or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the County the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, 98% of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

*Jesse Wright, Village
 Supervisor
 Village of Wellington, FL*

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the County with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for County employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the County in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Department of Environment and Natural Resources
- Department of Transportation

ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. The Company is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the County will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the County's needs and requests.

Usually, training will consist of all or some of the following topics:

- General Understanding of Disaster Declaration Process
- Understand the Importance of Thorough Documentation in all Processes
- Contract Scope of Work and Scope Of Work Timeframe
- FEMA Debris Removal Eligibility & FEMA Required Documentation
- Responsibilities of the County & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, County disaster debris team members and their roles, whether it is in the best interest of the County to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.

"The Town has been fortunate not to have had to activate CrowderGulf for a major debris event. However, CrowderGulf has been very responsive and helpful in assisting the planning and training efforts of Town staff. As a result, the Town is confident that the CrowderGulf will provide appropriate response and recovery resources to help restore the community from the effects of a major disaster."

*Jennifer Lyle, P.E., Assistant
Town Engineer
Hilton Head Island, SC*



1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries of the Client.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

“Mr. Campbell and Mr. Ramsay have been wonderful to work for, and a thrill to be around. The entire CrowderGulf organization is very impressive, and I am amazed by how efficient CrowderGulf operates. Thank you CrowderGulf for allowing me to work for you all and I hope that in the future I can work for CrowderGulf again.”

CrowderGulf Subcontractor

Crowder Gulf Subcontractor

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the

Employment Eligibility Verification System (E-Verify) program, visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

- c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the County to maintain compliance with **44 CFR 13.36 (e)**.

M/SBE Subcontractors

A current qualified subcontractor list has been provided on the next page. Before an actual event, an updated list will be provided to the County for pre-approval.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **300** subcontractors with as many as **3,000 people, 1,600 trucks, and 600 pieces of loading equipment**. To assure the same quality control and efficient operations for the County, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the County's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

Potential Subcontractors	Address	City	MWBE	Push Crew	Dump Trucks	Pickup With Dump Trailer	Knuckleboom	Wheel Loaders	1/2 Ton Pickup Truck	Hydraulic Excavators	Trailer Mounted Floodlight	Lowbed Trailer W/ Tractor	Water Truck	Air Curtain Bumer	Backhoe With Loader	Dozers	Grade Motor	Chipper	Tub Grinders	Self Loaders	Skid Steers	C&D Walking Floor	Mulch Trailer 80-110CY	Bucket Truck
Bowen Company, Inc.	28626 US Hwy 264 E	Belhaven	X					1		2		2										2	1	
Phelps & White Construction Co.	P.O. Box 64	Windsor	X		3					4		1			2	5	1				1			
Braddock Services, Inc.	5008 Verdant St.	Shallotte	X	1	1																5			
J & J Environmental, LLC.	1815-C Virginia Road	Edenton	X																					
Waff Contracting, Inc.	2127 West Quenn St.	Edenton	X		3	1		2	8	2		1		1	1	1					1			
Better Lawns and Gardens	7169 Old Stage Hwy	Riegelwood	X		2																1			
Corolla Construction, Inc.	520 Old Stoney Rd.	Corolla		1	4				3	2		1			1	1					1			
Eddie Younts Septic Tank Service	7764 Caratoke Hwy	Powells Pt.			2					3		1				2					1			
F & H Land Development, Inc.	7521 Caratoke Hwy.	Jarvisburg	X	1	4			2	2	2		2			2	1					2			
ALH Construction & Remodeling	7 Foxwood Circle	Kitty Hawk	X						1															
Big Beaver ReTREEver, LLC	P.O. Box 2450	Manteo	X	1								1						2		2				
East Coast Emergency Response	413 N Railroad Ave	Beulaville	X	1	1	1		1										1			1	2	1	12
G. K. & Sons Trucking	930 N. Main Street	Louisberg	X															1						
Chase Environmental, Inc.	P. O. Box 477	Erwin	X																					
D. T. Johnson Fleet Services, LLC	365 Leggett Drive	Cameron			4										1									
Clayton Grading, Inc.	3522 Jack Road	Clayton	X		1				1	1					1	1								
David Bailey	6746 Old Beulah Road	Kenly		1	10	2	1	3	3	2	4	1			1	1		1	1	1				
More Tons LLC	6590 New Bern Hwy	Maysville	X		11																			
Turbovac, LLC	P. O. Box 2486	Sharpsburg	X	1					2															
Bryant Construction	116 Inlet Point Drive	Wilmington	X	1	49	50	32	14		44	2	5			6	5		9	3	36	102	15	11	
Cullifer Construction	132 Coppers Trail	Willmington			4	1															2			
Conway Grading Co.	885 Walter E. Martin Rd.	Conway	X	1	3	3	1	2	5	2		1			1	1								
Cash Hauling and Excavating	3054 Ocean Hwy	Jacksonville																						
Humphrey Trucking, Inc.	151 Thomas Humphrey Rd	Jacksonville	X		6			1				1		1	2	1								
Liberty Land Improvements	PO Box 799	Richlands	X	1	1	1			3	1					1	1		1			1			
River City Development, LLC	504 E. Elizabeth Street	Elizabeth City	X		8	3		4	3	2		2			6	1					2			
Debris Pro Containers & Demo	P.O. Box 2254	Surf City	X		3	1	2			1												1		
Walker's Tree Service	P.O. Box 313	Hertford	X	1	1		1	1				1						1		1	1			1
C.E. Wilson II	3967 Hwy 33 W	Greenville	X	1	1		1		2									1		1	2			2
EJE Recycling Inc.	802 Recycling Laen	Greenville			4		2	2	2	12		2		1		2	1		1		1			
Markham Disaster Relief & Recovery	1355 Baytree Drive	Harrells			18	3	3		4			3	2			3				7	1			
Smith Demolition & Cleanup, LLC	500 Jonestown Rd.	Columbia	X	1	6		1	1	3	3	2	1			2		2		1	2	1			1
Clear-Con, LLC	P.O. Box 40189	Raleigh	X					1	10	12		2	1	2		12		1	2					
Nehrenz Enterprises	7001 Cedric Drive	Raleigh	X		6																			
Underwood Tree Service	4801 Jessie Dr	Cary	X		3										1					2				
Whitehurst Trucking	4912 Cupine Court	Raleigh	X		6	1																		
Diversified Biomass Co dba American Prop. Experts	606 Sunnyvale Dr	Wilmington	X							6		2				3			3			4		

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality Control Success:**

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean As You Go" policy for every task



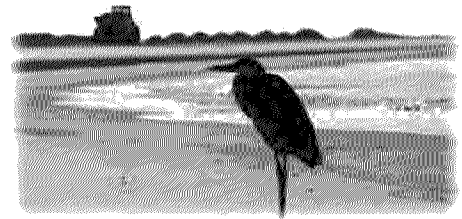
Our complete QC plan will be provided upon request.

➤ Health and Safety

Please see our Safety Plan has been provided in Section 11 of this proposal.

➤ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- | | |
|---------------|---------------------------------------|
| • Air Quality | • Reclamation of Surface Mining Sites |
| • Forestry | • Ground and Surface Water |
| • Storm Water | • Local Health Department Permits |

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Department of Environment and Natural Resources
- Department of Health and Human Services
- Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws, and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws, which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the County. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the County or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the County, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the County to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the County in development of a public information campaign. The information could include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – Brunswick County website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards



Gov. Christie complimenting Operations Mgr. Buddy Young, for CrowderGulf's waterway work in NJ after Hurricane Sandy.

Updates and Redistribution

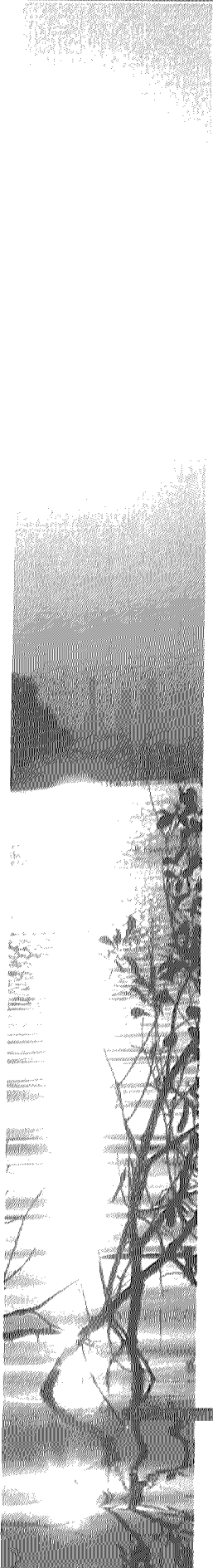
The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the County in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud.

Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The County and the On-Site Management Team may use this information to adjust operations appropriately.

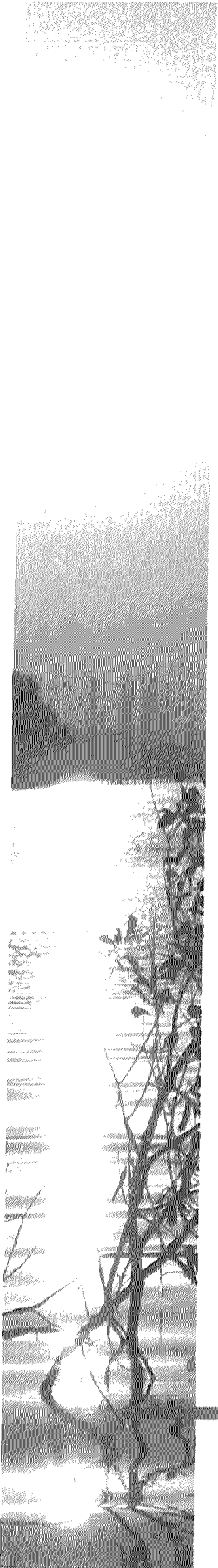
6. Assistance Requirements



6. Any Assistance and Requirements from the County

CrowderGulf endeavors to meet or exceed all RFP requirements. Should the County have any additional requirements or need additional assistance throughout the length of the contract, we will be available to address any of those issues.

7. Financial Capabilities



7. Financial Capability

Financial strength is one of the most important aspects for Brunswick County to consider when selecting a debris contractor. Following a major disaster, the County's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Director of Operations, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes municipalities time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	\$ 350,000,000
SINGLE BONDING CAPACITY	\$ 150,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Bonding

Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue, Suite 200
Maitland, FL 32751
800-474-5686

Insurance

Point Clear (Gray Insurance)
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

See "Bank and Bonding Reference Letters" attached.

Attached is our annual profit and loss statement and statement of ownership.

Insurance

CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *Sample Insurance Certification included in Section 13.*

Equal Opportunity Employer

CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place

CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.



Commercial Middle Market
11 N Water Street
Mobile, Alabama 36602
251-690-1087

April 6, 2016

Re: Bank Reference for CrowderGulf LLC

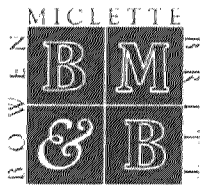
Please consider this letter as verification that CrowderGulf LLC, is one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies' since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the low-mid seven figures and a line of credit of like size.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

Christopher Esfeller
Vice President
Regions Bank
Commercial and Industrial Banking
11 N Water Street
Mobile, Alabama 36602
251-690-1087 - Office
251-610-3453 - Cell
251-690-1003 - Fax
christopher.esfeller@regions.com



BOWEN, MICLETTE & BRITT OF FLORIDA, LLC

1715 N. Westshore Blvd, Suite 920, Tampa, FL 33607
813-282-1938
800-474-5686

May 9, 2016

RE: CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% Performance and Payment Bonds to CrowderGulf, LLC in the event they are awarded a project.

It has been our pleasure to provide surety credit for CrowderGulf, LLC for many years. We have never been called upon for a bond which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

We have a line of credit established with North American Specialty Company allowing for single bonds up to \$150,000,000 and an aggregate program of \$350,000,000. North American Specialty Insurance Company is an A.M. Best Rated company of A+, XV and is listed in the Department of the Treasury Federal Registry with underwriting limitations of \$30,973,000.

We regard this firm as one of the premiere contractors in the industry and we feel the principals of CrowderGulf, LLC possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CrowderGulf, LLC to you.

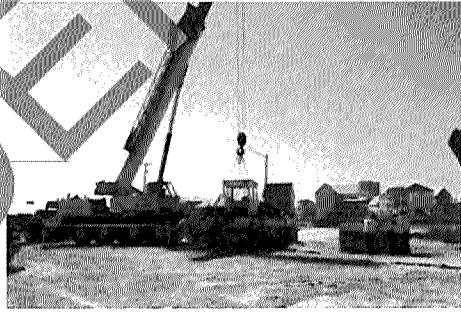
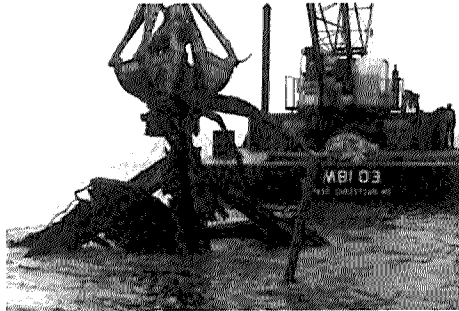
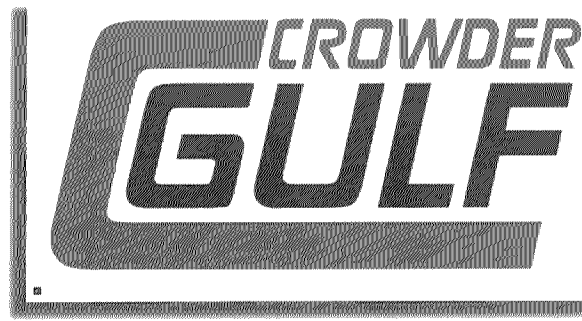
This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond.

Sincerely,

Bowen, Miclette & Britt of Florida, LLC

A handwritten signature in dark ink, appearing to read 'James C. Congelio'.

James C. Congelio
Attorney-In-Fact



Financial Statements and Supplementary Information December 31, 2015 and 14



CROWDERGULF, LLC
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
DECEMBER 31, 2015 AND 2014

CONFIDENTIAL

INDEPENDENT AUDITORS' REPORT

To the Members
CrowderGulf, LLC

We have audited the accompanying financial statements of CrowderGulf, LLC, which are comprised of the balance sheets as of December 31, 2015 and 2014, and the related statements of operations and members' capital and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CrowderGulf, LLC as of December 31, 2015 and 2014 and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Aged Receivables is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

Warren Averett, LLC

Foley, Alabama
March 29, 2016

CONFIDENTIAL

CROWDERGULF, LLC.
BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

ASSETS		
	2015	2014
CURRENT ASSETS		
Cash and cash equivalents	\$ 22,574,868	\$ 30,838,904
Trade receivables	1,136,156	658,177
Related party receivables	217,306	216,111
Notes receivable, current portion	166,667	-
Prepaid insurance	50,761	52,995
Deposits	50,622	63,144
Total current assets	<u>24,196,380</u>	<u>31,829,331</u>
OTHER ASSETS		
Notes receivable, long term	64,607	-
Restricted cash	282,415	257,574
Total other assets	<u>347,022</u>	<u>257,574</u>
PROPERTY AND EQUIPMENT		
Land	50,000	50,000
Building and improvements	341,624	341,624
Equipment and machinery	3,195,666	3,252,277
	3,587,290	3,643,901
Less: accumulated depreciation	<u>(2,930,566)</u>	<u>(2,647,384)</u>
Property and equipment, net	<u>656,724</u>	<u>996,517</u>
TOTAL ASSETS	<u><u>\$ 25,200,126</u></u>	<u><u>\$ 33,083,422</u></u>
LIABILITIES AND MEMBERS' CAPITAL		
CURRENT LIABILITIES		
Accounts payable	\$ 106,237	\$ 209,217
Accrued expenses	109,353	266,844
Total current liabilities	215,590	476,061
MEMBERS' CAPITAL	<u>24,984,536</u>	<u>32,607,361</u>
TOTAL LIABILITIES AND MEMBERS' CAPITAL	<u><u>\$ 25,200,126</u></u>	<u><u>\$ 33,083,422</u></u>

See notes to the financial statements.

CROWDERGULF, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' CAPITAL
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
DISASTER RESPONSE AND OTHER REVENUE	\$ 3,633,748	\$ 10,871,618
DIRECT COSTS	<u>4,991,032</u>	<u>11,425,733</u>
GROSS LOSS	<u>(1,357,284)</u>	<u>(554,115)</u>
OPERATING EXPENSES		
Advertising	21,610	39,656
Bad debt expense	-	2,462,648
Insurance	24,124	24,355
Office expense	67,513	77,424
Other operating expenses	133,913	162,915
Professional fees	128,486	176,293
Salaries and wages	837,119	1,262,749
Taxes and licenses	94,194	123,522
Telephone and utilities	56,922	88,762
Travel, conference and seminar	<u>4,808</u>	<u>9,706</u>
Total operating expenses	<u>1,368,689</u>	<u>4,428,030</u>
LOSS FROM OPERATIONS	(2,725,973)	(4,982,145)
OTHER INCOME, NET	<u>278,461</u>	<u>61,924</u>
NET LOSS	(2,447,512)	(4,920,221)
MEMBERS' CAPITAL, BEGINNING OF YEAR	32,607,361	40,528,261
MEMBERS' (DISTRIBUTIONS) CONTRIBUTIONS		
Distributions	(10,524,103)	(4,060,057)
Contributions	<u>5,348,790</u>	<u>1,059,378</u>
MEMBERS' CAPITAL, END OF YEAR	<u>\$ 24,984,536</u>	<u>\$ 32,607,361</u>

See notes to the financial statements.



NORTH CAROLINA

Department of the Secretary of State

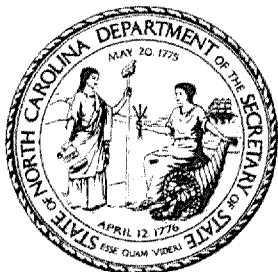
CERTIFICATE OF AUTHORIZATION (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

CROWDERGULF, LLC

a limited liability company organized under the laws of Alabama, was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 8th day of June, 2012.

I FURTHER certify that the said limited liability company's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that a certificate of withdrawal has not been issued in the name of the said limited liability company as of the date of this certificate.



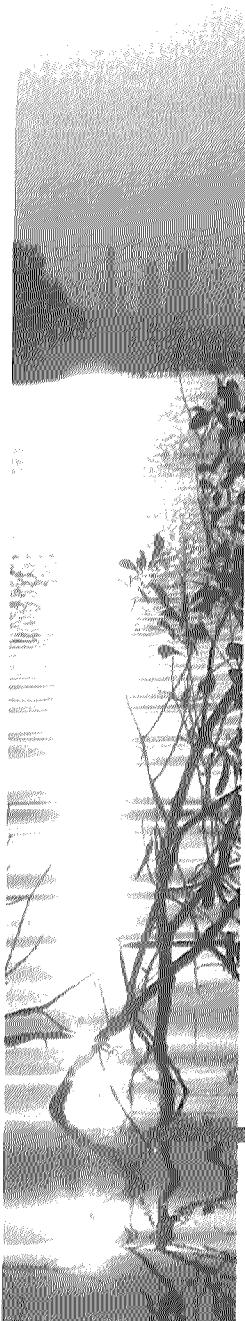
Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of September, 2015.

Elaine F. Marshall

Secretary of State

8. Similar Projects



8. Similar Projects

2015 Winter Ice Storm City of Raleigh, NC

Time Period: *Volume Removed*
03/25/2015 – 04/06/2015

29,820 Cubic Yards
Amount Invoiced
\$208,740

Location: Raleigh, NC

Funding Source: FEMA



City of Raleigh, NC - Contact Information:

Andrew Martin, Assistant Director of Solid Waste
630 Beacon Lake Drive
Raleigh, NC 27610
PH: (919) 996-6868
Andrew.Martin@raleighnc.gov

CrowderGulf Key Personnel:

Nick Pratt – Project Manager

Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. Our Project Manager, Nick Pratt, assisted the City with preliminary assessment and immediately mobilized equipment and resources to the area to begin debris removal operations. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.



2012 Hurricane Sandy Kitty Hawk, NC

Time Period:
11/13/2012 – 11/17/2012

Volume Removed:
2,394 Cubic Yards Overall

Amount Invoiced:
\$31,537



Location: Kitty Hawk, NC

Funding Source: FEMA

Kitty Hawk Contact Information:
Willie Midgett, PW Dir,
965 W Kitty Hawk Rd, Kitty Hawk, NC 27949,
252-261-1367, wmidgett@kittyhawktown.net

CrowderGulf Key Personnel:
John Campbell – Senior Project Mgr
Nick Pratt – Project Manager

In November of 2012, CrowderGulf was activated by the Town of Kitty Hawk to begin debris operations after Hurricane Sandy. This project was a relatively small project requiring the use of only one subcontractor with four hauling trucks. Vegetative and C&D debris was hauled directly to a final disposal site in Dare County.



Additional Projects:

2011 Hurricane Irene

Amount Invoiced:

Volume Removed:

Description:

\$171,320

22,555 CY

Removed & Disposed: vegetation, C&D, ash, Reduced debris by burning

2003 Hurricane Isabel

Amount Invoiced:

Volume Removed:

Description:

\$515,379

36,675 CY

Removed & Disposed: vegetation, C&D, Reduced debris by grinding

2008 Hurricane Ike Galveston County, Texas

Time Period:

09/18/2008 – 09/12/2009

Volume Removed:

3,871,319 Cubic Yards

Amount Invoiced:

\$84,145,785

Location: Galveston County, TX

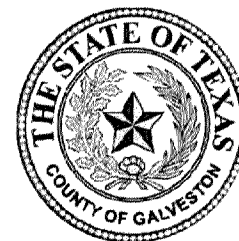
Funding Source: FEMA

Galveston Co Contact Information:

Connie Nicholson, Community Services Director,
722 Moody, Galveston, TX 77539,
409-770-5543, connie.nicholson@co.galveston.tx.us

CrowderGulf Key Personnel:

Buddy Young & John Campbell, Sr Project
Managers



The County of Galveston has a population of 291,309 in over 873 total square miles. After Hurricane Ike hit the Texas coast in September of 2008, CrowderGulf was activated by Galveston County to commence the disaster debris recovery operations.

CrowderGulf collected, hauled and disposed of vegetative debris, C&D debris, leaners and hangers, stumps, white goods, e-goods, abandoned vehicles and tires during the recovery operations. Over 124,000 cubic yards of vegetative debris was reduced by grinding and over 344,000 cubic yards were reduced by burning. CrowderGulf managed 3 DMSs for the storage and reduction of storm debris.



Besides the ROW work, additional FEMA reimbursable task orders were issued which extended the Galveston County project through September, 2009. Some of these tasks included the removal of dead trees killed by the salt water surge and the removal and disposal of hurricane debris from 25 miles of hurricane protection levee and from the 5 miles of the Galveston County Ship Channel Protection Dike.

Bolivar Peninsula, part of Galveston County, was especially devastated and work was delayed there for two months after Hurricane Ike in order for search and rescue teams to complete their work. CrowderGulf was given a task order to begin work on Bolivar in November, 2008. CrowderGulf setup a Command Center on Bolivar Peninsula, provided a management team of 24 personnel, and 8 subcontractors with 440 certified trucks. These requested tasks included sand screening and beach restoration on 25 miles of beach, hazardous material removal from open fields, burning of vegetative debris in open fields and the removal, storage and auction or disposal of abandoned vehicles.



This project was being executed in conjunction with 35 other pre-event contract projects for the Hurricane Ike recovery. A total of 16,933,904 cubic yards of debris was managed by CrowderGulf for the entire Hurricane Ike event. There were also 27 DMSs being managed across the state of Texas.

Later in 2010, Galveston County started a federally funded "County Buyout Program" for its citizens to demolish and remove houses and other improvements that were damaged or destroyed by Hurricane Ike. Each property was bid and awarded separately. CrowderGulf was awarded 176 properties. Each property was inspected by the County who identified debris, concrete slabs, septic tanks and other objects that were to be removed and disposed from the property as well as demolition services and demolition debris removal. CrowderGulf performed demolition and removed all identified debris. It was also required that beach quality sand be hauled to the property as fill material due to the erosion caused by Hurricane Ike. CrowderGulf hauled over 66,000 cubic yards of beach quality sand to the properties and graded it to the level of adjacent properties. This project added an additional cost to Galveston County of \$1,722,644 for the Hurricane Ike recovery.



2015 Severe Flooding South Carolina Department of Transportation



Time Period:	Volume Removed:
10/01/2015 – 11/23/2015	33,921 Cubic Yards
Amount Invoiced:	\$775,000

Location: Richland County & Lexington County, South Carolina

SCDOT Contact Information:

David Cook, State Maintenance Engineer
955 Park Street, Room 324
Columbia, SC 29201
P: 803-315-8568 F: 803-737-2850
CookDB@scdot.org

CrowderGulf Management Team:

Barrett Holmes, Eastern Regional Manager
Nick Pratt, Project Manager
Brian Smallwood, Project Manager
Wilber Ledet, Project Manager
Jeff Zemlik, Safety Manager

Lexington County Contact Information:

Dave Eger, Solid Waste Director
498 Landfill Lane, Lexington, SC 29072
P: 803-755-3325 F: 803-755-3833
deger@lex-co.com

Richland County Contact Information:

Rudy Curtis, Interim Director Solid Waste
1070 Caughman Road North, Columbia, SC 29203
P: 803-576-2445 F: 803-576-2495
CurtisR@rcgov.us

In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).



2008 Hurricane Ike Montgomery County, Texas

Time Period:
09/18/2008 – 12/07/2008

Volume Removed:
1,087,991 Cubic Yards

Amount Invoiced:
\$16,323,086

Location: Montgomery County, TX

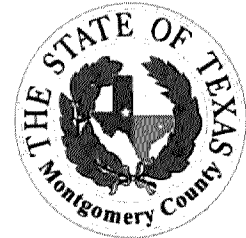
Funding Source: FEMA

Montgomery Co Contact Information:

Nicky Kelly, Deputy Emergency Management Coordinator,
9472 Airport Rd, Conroe, TX 77303,
936-523-3901, nicky.kelly@mctx.org

CrowderGulf Key Personnel:

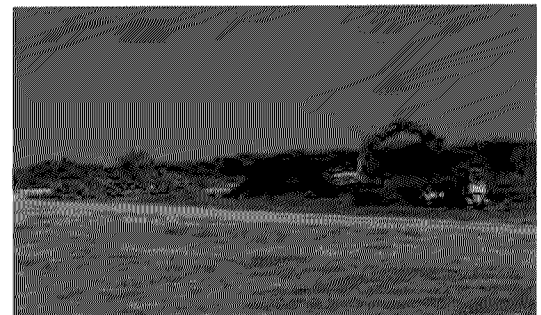
Buddy Young & John Campbell, Sr Project
Managers
Eric Hall, Project Manager
Charlie Hunter, Field Supervisor



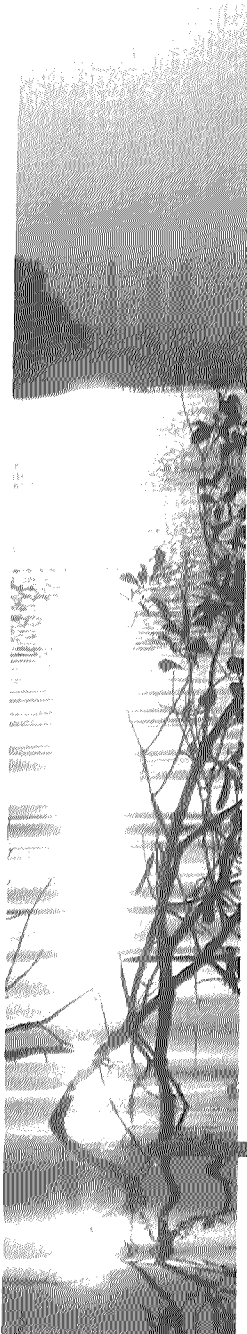
On September 15, 2008, CrowderGulf received Notice to Proceed documents from Montgomery County to assist in the debris removal after Hurricane Ike. Montgomery County expands approximately 1,077 square miles and is home to over 455,000 people.

Montgomery County acquired 14 interlocal agreements with towns and cities within the County that were included in the debris removal operations. CrowderGulf worked closely with Beck, Montgomery County's debris monitor while collecting, transporting and disposing of vegetative debris, C&D debris, Stumps and leaners and hangers. There were 7 DMSs managed where over 681,000 cubic yards of vegetative debris was reduced by grinding and over 248,000 cubic yards was reduced by burning. This project was successfully accomplished with 53 subcontractors, 41 work crews and 300 certified trucks.

Besides the ROW work, additional FEMA reimbursable task orders were issued. Some of these tasks included Restorations to Athletic Fields and restriping the parking lot at Gullo Park.



9. Multi Project Ability



9. Ability to Handle Multiple Contracts

Contract Management

CrowderGulf has a proven track record of simultaneously managing multiple contracts and numerous specialty debris projects. Regardless of the diverse geographical locations of various disasters, with CrowderGulf's substantial manpower and equipment resources, we are able to honor all of our contractual commitments with dispatch and efficiency. CrowderGulf has at its disposal an extensive inventory of company owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. The necessity to add or reduce equipment and personnel is often determined by the scope of work and the magnitude of the disaster. Our Senior Project Manager will coordinate daily with the County and provide status reports on the debris removal process. These meetings are helpful in promoting communication, adjusting resources and addressing special issues or areas of concern.

The summaries and the table provided below illustrate CrowderGulf's disaster related work and experience with increasing or decreasing personnel and equipment resources needed for each project, regardless of size, location or the amount of simultaneous projects. CrowderGulf will be able to meet the debris removal, reduction, storage and disposal requirements of the County regardless of the nature and severity of the disaster.

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional, They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."

**Cathie Lewis, PW Director
Town of Fort Myers Beach, FL**

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

Year	Hurricane	# of DMS Managed	Simultaneous Contracts	Approx. CY	Invoice Amt
2015	<i>Severe Storms, (Ice, Flood & Tornadoes)</i>	0	6	200,000 CY	\$2,705,089
2014	<i>Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)</i>	5	14	669,314 CY	\$9,866,559
2012	<i>Sandy</i>	1	4	727,194 CY	\$57,805,734
2012	<i>Isaac</i>	3	9	245,799 CY	\$2,821,936
2011	<i>Irene</i>	13	31	1,673,821 CY	\$14,754,641
2008	<i>Ike</i>	27	36	16,933,904 CY	\$178,318,425
2005	<i>Dennis, Katrina, Rita, and Wilma</i>	41	67	19,441,656 CY	\$279,764,959
2004	<i>Charley, Frances, Ivan, Jeanne</i>	61	36	16,800,678 CY	\$292,426,233
2003	<i>Isabel</i>	19	16	5,447,815 CY	\$66,344,733

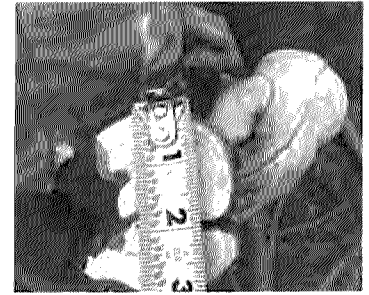
Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornadoes across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.



The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).

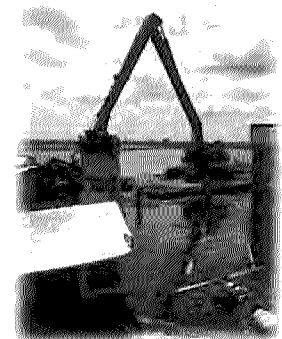
2014 Storms Projects and Tasks										
13 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
\$9,866,559	9	5	10	1	3	5	3	2	1	1

2012 Tropical Storms Beryl and Debby; Hurricanes Isaac and Sandy

Tropical storms Beryl and Debby - Following two early season tropical storms, CrowderGulf was activated for debris removal in Nassau County, FL; Polk County, FL; and the Town of Fort Myers Beach, FL. The work consisted of hauling, reducing vegetative debris, cleaning, and restoring beaches.

Hurricane Isaac - CrowderGulf had **nine** contracts activated across **three** states. Our work ranged from providing emergency "Push" operations in Key West, FL, sand removal and sand screening for the Town of Dauphin Island, AL, to debris removal and reduction, providing generators and removal of hazardous leaners and hangers.

Hurricane Sandy - This late season storm at the end of October affected the entire Eastern Seaboard from Florida to the New England states. By far, the greatest damage was inflicted on the New York and New Jersey coasts.



As part of the "Superstorm Sandy" cleanup, the State of New Jersey Department of Environmental Protection (NJDEP) awarded three waterway contracts in January 2013. CrowderGulf was awarded the central coast of New Jersey where **the worst damage occurred**. In this area, the ocean surged over the densely populated chain of barrier islands and into Barnegat Bay causing massive destruction to the homes in its path. As a result, debris, sand, and multiple homes were washed into the Bay. Some homes were left almost intact while others were torn apart and scattered across the Bay waters.

CrowderGulf was tasked with removing all storm related debris from the Bay and all tributaries in the central region of New Jersey, including wetlands and salt marshes. Submerged debris required using side scan sonar to locate and document the submerged storm debris. CrowderGulf conducted side scan sonar, evaluated the results, and then directed crews to remove the identified debris. **Over 100,000 cubic yards of submerged and floating debris were removed.**

Crews completed the removal of eligible floating and submerged debris in approximately eight months. Part of this operation was the management of the aggregate site for the vessels and vehicles removed from the waterways, which included 6 vehicles and 117 vessels. The total project value for this contract with the NJDEP was **over \$57,000,000**.

The Sandy waterway project in New Jersey presented several unique situations such as the requirement that no waterway debris could touch the ground. The debris had to be off-loaded directly into a debris hauling truck and taken to the final disposal site. CrowderGulf had to secure several off-loads sites and each site had to be approved by the NJDEP. Both public and private sites were identified and all necessary documentation secured before any site was used. In addition to removing eligible submerged debris, four large homes that were pushed into Barnegat Bay had to be demolished and removed. This was a slow and careful process conducted on the water using long-reach track hoes with grapples on barges to take the houses apart and load the debris onto debris barges. The house debris was taken to the off-load site and loaded into the hauling trucks for disposal.

The tremendous amount of debris that was deposited in the wetlands and salt marshes presented another unique situation. CrowderGulf was tasked with removing the eligible debris while ensuring minimal disturbance to these areas. CrowderGulf used specialized low ground pressure amphibious equipment to minimize further damage to the sensitive areas. In addition, all work was scheduled to accommodate the endangered/protected species in the region.

Another unique aspect of this contract was the removal of over 300,000 cubic yards of displaced sediment that Sandy washed into Barnegat Bay. The operation involved mechanical dredging, hydrographic surveying, staging the dredged sediment for drying, screening the sediment, replacing beach quality sand on the ocean side, and hauling the remainder of the sediment and debris to a certified disposal site.

As a result, over **320,000** cubic yards of displaced sediment were dredged from the Bay areas and over 100,000 cubic yards of sediment were screened and returned to beach quality sand. The documentation for this part of the Sandy project required a combination of measures be implemented to document the dredged sediment. Pre- and post-hydrographic surveys were used in measuring the dredging that was done. The dirty and screened sediment, and resulting debris, were measured by truck loads and documented using cubic yards and truck load tickets.

CrowderGulf is the most experienced contractor in waterway disaster debris removal. During this project, several of our documentation methods and procedures were adopted and used as a model for the other two companies working under this contract.

Other projects, as a result of Hurricane Sandy, included activation by two coastal towns, one in Florida and the other in North Carolina. In November 2012, CrowderGulf hauled and removed vegetative and C&D debris for Kitty Hawk, NC, and provided sand removal operations for roadways in Ft. Lauderdale, FL. These contracts resulted in the removal of over **274,725** cubic yards of debris at a cost of **\$3,016,226**.

Overall, during the 2012 season of two tropical storms and two hurricanes, CrowderGulf managed 15 subcontractors, which included 274 trucks, 3 tree crews, and multiple boat crews, side scan sonar crews, dredging and hydrographic surveying crews.

2012 Tropical Storm Beryl & Debby; Hurricanes Isaac & Sandy Projects and Tasks												
15 Total Clients	Number of Clients in Tropical Storms Beryl & Debby; Hurricanes Isaac & Sandy Utilizing Task											
Contract Amt	Push	ROW Hauling	Debris Reduction	Debris Disposal	Grind	Vessel/ Vehicle Removal	L&H	Wet Debris	Side Scan Sonar	Sand/ Beach Work	Special Projects	Generators
\$60,769,355	1	7	3	8	3	2	1	1	1	8	6	1

2011 Hurricane Irene

Following Hurricane Irene in 2011, CrowderGulf was activated for debris removal, reduction and disposal contracts by **20 municipalities in North Carolina and four municipalities in Virginia**. We were also awarded **six contracts with the North Carolina Department of Transportation (NCDOT) to remove debris from DOT roads in 13 counties**. During these activations, we developed, managed and restored **13 temporary DMSs** and removed over **1.5 million cubic yards of debris**, for a total cost of **\$14,754,641**.

The work in North Carolina and Virginia primarily involved **ROW debris removal, reduction and disposal of both C&D and vegetative debris**. These contracts ranged from work that required no more than two trucks and one day of work, to sixty trucks and over three months work. Some towns had less than **5,000 cubic yards** of debris removed while others had over **100,000 cubic yards**. Regardless of the amount of debris, size or location, CrowderGulf provided immediate and effective debris removal to all clients.

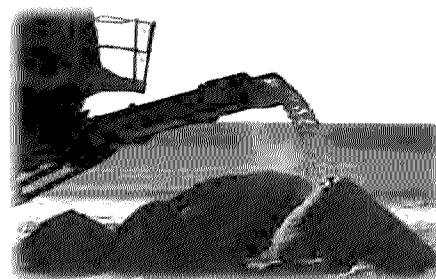
During Hurricane Irene recovery, CrowderGulf worked with **four different monitoring firms** while managing **527 trucks** from approximately **50 subcontractors**.

2011 Hurricane Irene Projects and Tasks											
25 Total Clients		Number of Clients in Hurricane Irene Utilizing Task									
Contract Amt.	Tonnage	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	Burn ACI	Grind	HHW	L&H	Monitoring Co	Special Projects
\$14,384,727	3	20	16	20	5	9	6	1	2	11	5

Throughout the Hurricane Irene work, CrowderGulf was also working along the Alabama Gulf Coast on the BP Deepwater Horizon oil spill cleanup.

2010 BP Deepwater Horizon Oil Spill

On April 20, 2010, the BP Deepwater Horizon oil spill occurred, eventually leaking an estimated **4.9 million barrels** of oil into the Gulf of Mexico. From the beginning, CrowderGulf played a role in the cleanup, responding first to the needs of our pre-event clients. Throughout this project, the CrowderGulf management team and crews worked hand in hand with local, state, federal agencies and municipalities as well as with BP management and BP Safety, Quality Assurance and Quality Control personnel to safely and efficiently complete the project. In all efforts, CrowderGulf complied with all laws, rules and regulations designed to protect the environment and wildlife habitats. In every aspect of the project, CrowderGulf remained sensitive to public concerns and requests.



After September 2010, CrowderGulf was primarily involved in on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. At the height of the response, work at these five sites involved the employment of over **1,200 people** and approximately **700 pieces of equipment** to clean Alabama beaches. In approximately five months, CrowderGulf screened the entire Alabama coast from the toe of the dunes to ten feet above the rack line. This required the coordination of **over 160 pieces of heavy equipment**, including **40 one-ton off-road trucks** and **JD-330 size excavators** with operators. Approximately **7 billion pounds** of sand was screened and over **3 million pounds of hydrocarbon** material was recovered from the beaches in both counties.

CrowderGulf also provided services to several pre-event contract clients along the Gulf Coast that were directly affected by the Deep Horizon oil spill.

Other types of operations we conducted in response to the Oil Spill include:

Work Performed	Location	Purpose of Work
Berm Construction	Dauphin Island, AL	Prevent oil from reaching beach areas
Lagoon Pass Dredging to close opening to Gulf	Gulf Shores, AL	To protect lagoon from oil contamination
Back Bay Skimming	Orange Beach, AL	Provided boats and skimmers to patrol back bay waters in an effort to remove oil sheen
Boom Placement	Baldwin County	Prevent oil from coming ashore and protection of wetlands
Anchor Retrieval	Alabama Gulf Coast Ways	Locate by side scan sonar and retrieve boom anchors abandoned by other contractors
Gabian Basket Removal	Dauphin Island/Fort Morgan	Removed from Surf Line

2008 Hurricane Ike

After Hurricane Ike in 2008, CrowderGulf managed **36 contracts** and removed, reduced and disposed of approximately **17 million cubic yards of debris**. During these activations, we developed, **managed and restored 27 temporary DMSs**. The total cost for these contracts was approximately **\$180,000,000**. This operation included Right-of-Way (ROW) and Right-of-Entry (ROE) debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, marine debris removal and disposal, and beach cleaning and sand screening.



Hurricane Ike did the most damage in Texas and, as a result, CrowderGulf had pre-event contracts activated in **five counties and 23 cities in that state**. Two days before Hurricane Ike made landfall, CrowderGulf's management team was on-site in Texas and communicating with the counties and cities in preparation to begin immediate response and recovery efforts for debris removal. Immediately after the storm, CrowderGulf's management team and subcontractors were in place to begin the cleanup in affected areas of Texas.

Throughout the recovery process, the same CrowderGulf senior management personnel were directly involved with the cleanup operation and worked closely with county, state and federal officials and their representatives to ensure that all debris was FEMA eligible and reimbursable. CrowderGulf communicated daily with all appropriate officials and assisted in decision-making to successfully complete the project.

CrowderGulf **simultaneously completed three contracts for the Texas General Land Office (GLO)** for beach cleaning which included sand screening, side scan sonar of gulf and bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.

2008 Hurricane Ike Projects and Tasks											
36 Total Clients		Number of Clients in Hurricane Ike Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Haz Mat	HHW	L&H	Marine Debris	Special Projects	Vacuum Truck	Generators
\$176,411,377	28	21	22	5	1	12	7	7	5	2	4

2005 Hurricanes Katrina, Rita and Wilma

Following these storms, CrowderGulf had **56 contracts** activated **across five states**, and completed all of them successfully by removing, reducing and disposing of over **18 million cubic yards** of debris. We developed, managed and restored **35 temporary DMSs** during these activations. The total cost for these contracts was approximately **\$267,000,000**. This operation included ROW and ROE debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal of marine debris, removal and proper disposal of white goods, e-goods, tires, hazardous household materials, abandoned vehicles and vessels, sand screening and beach restoration.

2005 Hurricanes Katrina, Rita & Wilma Projects and Tasks														
56 Total Clients	Number of Clients in Hurricanes Katrina, Rita & Wilma Utilizing Task													
Contract Amt.	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	ROE	Stump Work	L&H	White Goods/E-Goods	Demo	Side Scan Sonar	Sand Screening	Marine Debris	Vac Trucks	Generators
\$265,772,848	13	27	21	27	6	8	4	2	3	4	4	9	1	5

2004 Hurricanes Charley, Frances, Ivan, Jeanne

In 2004, as a result of the four hurricanes within a six week span, CrowderGulf had **36 pre-event contracts** activated. 23 of these were in Florida, 12 in Alabama, and one in Mississippi. All of these projects were in operation simultaneously during the period from October 2004 through December 2004, and some continued through June 2005. During these activations, we developed, managed and restored **61 temporary DMSs** and removed over **16 million cubic yards of debris** during this timeframe for a total cost of **\$292,426,233**.

CrowderGulf was activated by both large and small municipalities and provided quality service to all of them. CrowderGulf had nine field offices in operation during these projects. All field offices were operated by local citizens who were provided on-the-job-training and were managed by CrowderGulf's on-site senior management.

As with all of CrowderGulf's projects, from the beginning to the end of the work, CrowderGulf's Management Teams remained the same for each contract, and met with County officials daily to provide the leadership and guidance that allowed all of the damaged areas to be cleaned up in an organized manner. As a result, correct decisions were made in order to get the eligible hurricane debris removed and to restore the Cities/Counties to normal, as quickly as possible. In addition, CrowderGulf helped City and County officials ensure FEMA reimbursement for all eligible work.

2004 Hurricanes Charley, Frances, Ivan & Jeanne Projects and Tasks											
36 Total Clients	Number of Clients in Hurricanes Charley, Frances, Ivan & Jeanne Utilizing Task										
Contract Amt	PUSH	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	L&H	White Goods/E-Goods	Beach Work	Wet Debris	Generators	Special Projects
\$276,149,129	8	28	23	27	16	6	4	4	2	1	2

2003 Hurricane Isabel

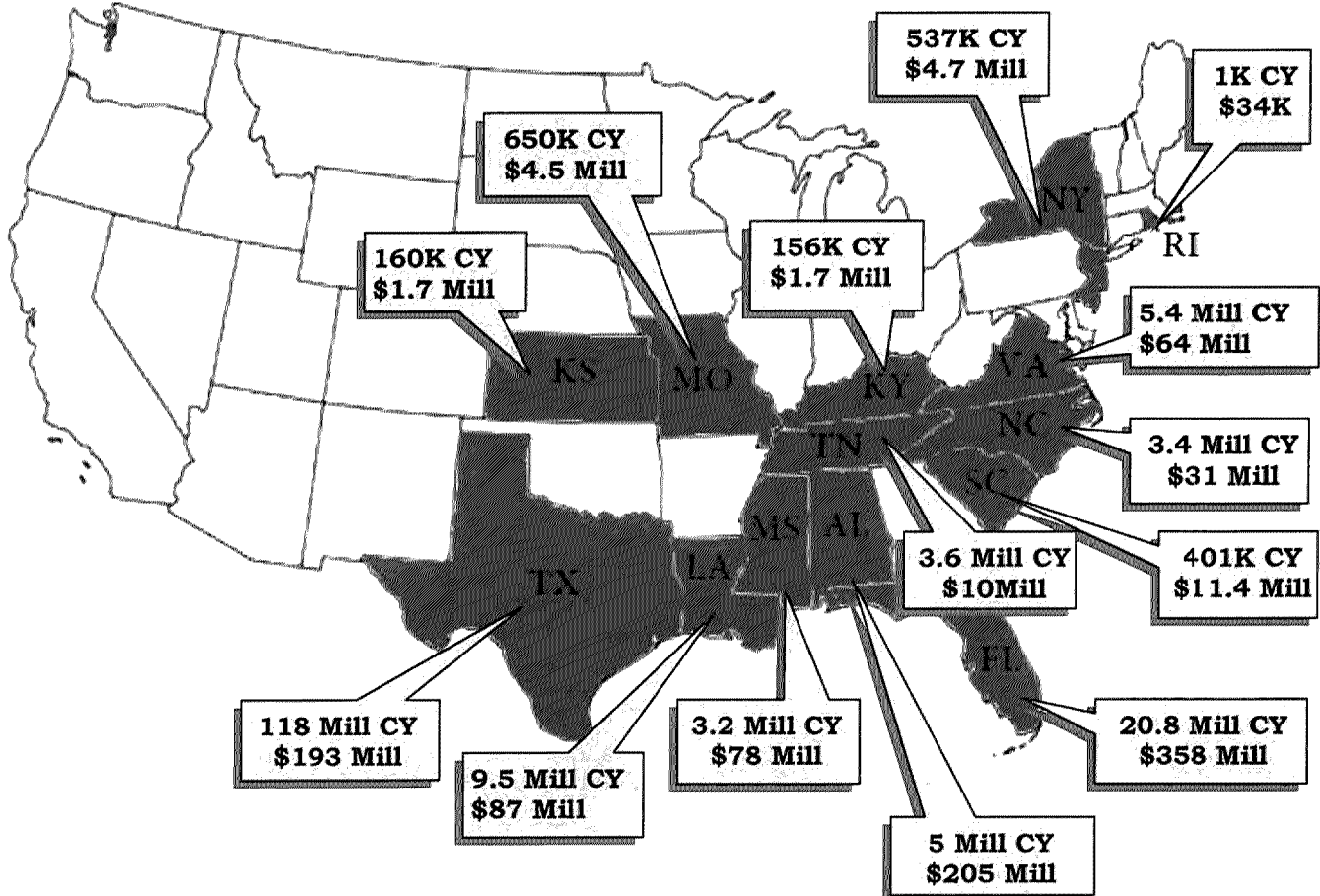
On September 17, 2003, the day before Hurricane Isabel made landfall, CrowderGulf was issued a NTP by the Virginia Peninsulas Public Service Authority (VPPSA) for the Cities of Newport News and Poquoson, and the Counties of James City and York. On the same day, the Southeastern Public Service Authority (SPSA) issued CrowderGulf a NTP for the Cities of Norfolk, Suffolk, Virginia Beach and Isle of Wight and Southampton Counties. CrowderGulf subsequently mobilized **1,063 trucks, 155 loaders, eleven tub grinders, nine air curtain incinerators, and numerous pieces of support equipment.** Manpower mobilization exceeded **1,450 people**.

CrowderGulf was also activated by **seven additional municipalities** after Hurricane Isabel. In Dare County, CrowderGulf mobilized manpower and equipment by ferry and barge. During these activations, we developed, managed and restored 19 temporary DMSs and removed over 5 million cubic yards of debris, for a total cost of \$66,344,733.

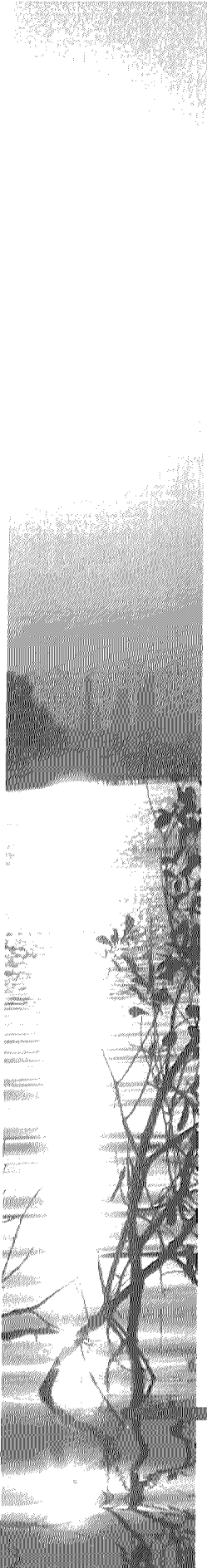
2003 Hurricane Isabel Projects and Tasks									
16 Total Clients	Number of Clients in Hurricane Isabel Utilizing Task								
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Stump Work	Burn ACI	Grind	L&H	Wet Debris	Beach Work
\$66,344,733	16	15	16	11	5	12	3	1	1

The work in North Carolina and Virginia primarily involved ROW debris removal, reduction and disposal of C&D and vegetative debris, right-of-entry debris removal, tree removal, demolition of structures, sand screening, rebuilding and replanting sand dunes and white goods removal and disposal.

CrowderGulf's Historical Workload & Experience Across the U.S.



10. References



10. References

1. **Client:** Edgecombe County, NC
Address: 201 St. Andrews Street, Suite 205, Tarboro, NC 27886
Contact: **Dee Waters**, Purchasing Manager, 252-641-7888, dee.waters@co.edgecombe.nc.us
Project Title: **2011 Hurricane Irene (09/11-11/11)**
 - Removed & Disposed: vegetation, C&D, mulch, leaners/hangers
 - Reduced by grinding
 - At Cost Services: landfill tipping fees
 - Towns: Tarboro, Macclesfield, Princeville, Pinetops, Speed**1999 Hurricane Floyd (1999-2000)**
 - Removed & Disposed: vegetation, C&D
 - Reduced by grinding
 - Special Projects: demo of approx. 600 flood-damaged homes, & demo of approx. 200 homes under FEMA 404 Hazard Mitigation Program in Edgecombe Co. & Princeville, NC

Contract Value:	CY Recovered & Reduced:
Irene	\$1,519,737
	11,716 CY

2. **Client:** City of Rocky Mount, NC
Address: 331 S Franklin Street, Rocky Mount, NC 27802
Contact: **Jonathan Boone**, Public Works Director, 252-972-1299, jonathan.boone@rockymountnc.gov
Project Title: **2011 Hurricane Irene (09/11-11/11)**
 - Removed & Disposed: vegetation, C&D, mulch
 - Reduced by grinding
 - Special Projects: Removed debris from City owned properties**2003 Hurricane Isabel (10/03-11/03)**
 - Removed & Disposed: vegetation, C&D, stumps
 - Reduced by grinding**1999 Hurricane Floyd (09/99-05/00)**
 - Removed & Disposed: vegetation, C&D
 - Reduced by grinding

Contract Value:	CY Recovered & Reduced:
Irene	\$2,971,515
Isabel	\$1,605,159
Floyd	\$2,800,000
	319,887 CY
	58,189 CY
	350,000 CY

3. **Client:** Berkeley County Water & Sanitation, SC
Address: 2277 Highway 52, Moncks Corner, SC 29461
Contact: **Mark R. Schlievert**, Solid Waste Director, 843-719-2380, mschlievert@bcwsa.com
Project Title: **2014 Winter Storm Pax (02/14-05/14)**
 - Removed & Disposed: vegetation, Leaners & Hangers
 - Reduced by grinding

Contract Value:	CY Recovered & Reduced:
Pax	\$3,382,160
	179,382 CY

4. **Client:** City of Newport News, VA
Address: 513 Oyster Point Road, Newport News, VA 23602
Contact: **Tim Shockley**, Solid Waste Administrator (Public Works), 757-269-2852, tshockley@nngov.com
Ralph Caldwell, (now **Eddie Crockett**) Assistant Public Works Director, 757-269-2881, ecrockett@nngov.com

Project Title: **2013 Non Disaster Project (12/12-08/13)**

- Removed trees from different locations in the City at various times

2011 Hurricane Irene (09/11-10/11)

- Removed & Disposed: vegetation, C&D, mulch, leaners/hangers (ROW & Parks), Stumps
- Reduced by grinding

2003 Hurricane Isabel (09/03-01/04)

- Removed & Disposed: vegetation, C&D, stumps, leaners/hangers from Public Areas (parks & campgrounds)
- Reduced by grinding

Contract Value:		CY Recovered & Reduced:
2013	\$86,101	Lump Sum
Irene	\$1,065,377	97,421 CY
Isabel	\$4,988,323	514,703 CY

5. **Client:** Baldwin County, AL
Address: 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567
Contact: **Joey Nunnally**, Pre-Construction Manager, Public Works, 251-972-8557, jnunnally@baldwincountyal.gov
Project Title: **2014 Severe Storms, Flooding & Tornadoes (5/14)**

- Removed & Disposed: vegetation
- At Cost Services: landfill tipping fees

2010 BP Oil Spill (05/10-7/10)

- Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County

2005 Hurricane Katrina (09/05-03/06)

- Removed & Disposed: vegetation, C&D, concrete
- Reduced by grinding
- At Cost Services: landfill tipping fees

2005 Hurricane Dennis (07/05-08/05)

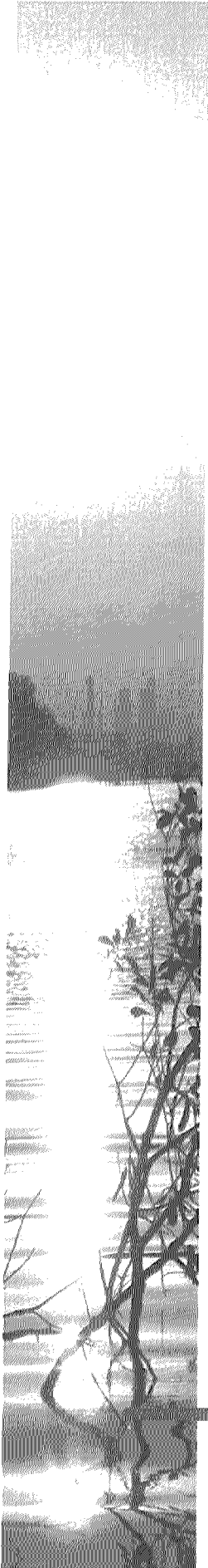
- Removed & Disposed: vegetation, C&D, concrete
- Reduced by grinding
- At Cost Services: landfill tipping fees

2004 Hurricane Ivan (09/04-04/05)

- Removed & Disposed: vegetation, concrete, stumps
- Reduced by burning
- At Cost Services: landfill tipping fees

Contract Value:		CY Recovered & Reduced:
Severe Storms	\$12,897	1,066 CY
BP Oil	\$4,280,107	Lump Sum
Katrina	\$3,748,310	309,998 CY
Dennis	\$564,552	44,563 CY
Ivan	\$33,164,762	1,967,622 CY

11. Safety & Training



11. Safety and Training

CrowderGulf's Philosophy of Safety

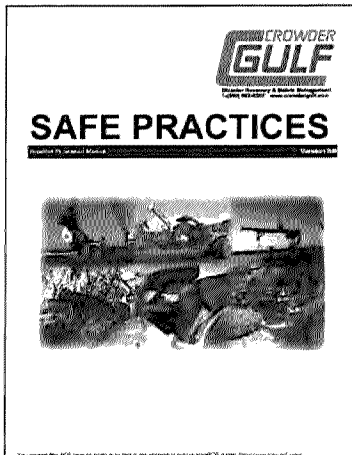
All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. The company believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. We have provided part of our Environmental Health and Safety Plan at the end of this Section. Our complete 329 page plan can be provided upon request.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the County shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state, and local safety and health regulations, and
 - Any additional safety standards required by the County

"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."

Toni Randall, Mayor
League City, TX



Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and inculcates all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2009, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 2,581,351 and experienced a total of 10 recordable, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients. CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0
2011	775,448	3	0	.77	0
2010	1,513,995	7	2	.92	.26
2009	50,427	0	0	0	0

As of March 1, 2016 CrowderGulf has completed the last 1,817 days of work recordable free.

We have included our 2015 OSHA's Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Additional forms for previous years can be provided upon request.

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses Year: 2015 Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then enter the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Facility Information:
Establishment name: CrowderGulf
Street: 1435 Business Parkway
City: Tallapoosa
State: AL

Industry description:
Standard Industrial Classification (SIC): 238900
(If known)

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate.)
Annual average number of employees: 36
Total hours worked by all employees last year: 94,222

Number of Cases
Total number of deaths: 0 (D)
Total number of cases with days away from work: 0 (A)
Total number of cases with job transfer or restriction: 0 (B)
Total number of other recordable cases: 0 (C)

Number of Days
Total number of days away from work: 0 (K)
Total number of days of job transfer or restriction: 0 (L)

Injury and Illness Types
Total number of: (M)

(1) Injured: 0 (2) Skin Disorders: (3) Respiratory conditions: (4) Poisonings: (5) Hearing loss: (6) All other illnesses:

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge, the entries are true, accurate, and complete.
Signature: [Signature] Title: Safety Manager
Date: 1-31-2016

CrowderGulf's On-Site Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the County shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable that they perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.

- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and “near misses” to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems as appropriate.
- Assuring that all associates, regardless of position know that they have the right to “Stop the Job” in the event a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

Pre-Planning - Readiness Planning and Training

CrowderGulf management and personnel take pride in the training and planning that we provide to our Clients during the term of a contract. Our long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the County will be an important part of Readiness Planning. **On at least an annual basis as requested by the County, CrowderGulf specialists will provide training and pre-planning sessions.** Preparedness training will be tailored to the County's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the County & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

"The Town has been fortunate not to have had to activate CrowderGulf for a major debris event. However, CrowderGulf has been very responsive and helpful in assisting the planning and training efforts of Town staff. As a result, the Town is confident that the CrowderGulf will provide appropriate response and recovery resources to help restore the community from the effects of a major disaster."

*Jennifer Lyle, P.E., Assistant
Town Engineer
Hilton Head Island, SC*

CrowderGulf also provides a more in depth session for the Clients who need training and Management Plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event.

Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMS 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA

Emergency
Management
Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is in acknowledgment that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

IS-00700 -
National Incident Management System (NIMS)

An Introduction

Issued this 20th Day of March, 2011.



Signature of Official
Name of Official
Title of Official
Department/Agency

IS-00100 - Intro to Incident Command Systems

John Ramsay	Gary Jones	Ronald Thorson
Buddy Young	Gina Walley	Mike Moulder
John Campbell	Jenny Todd	Mark Loper
Ashley Ramsay	Jeff Zemlik	Nick Pratt
Amber Ramsay	Leigh Anne Ryals	Reid Loper
Barrett Holmes	Linda Lucas	Vance DeHart
Brian Smallwood	Lisa Baldwin	Wes Naile
Clayton Young	Margaret Wright	Wilber Ledet
Donna Suters	Charles Clark	Desiree Matlack
Eric Hall		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals	Linda Lucas
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IS-00242 - Effective Communication

Reid Loper	Linda Lucas
Leigh Anne Ryals	Mike Moulder

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Ronald Thorson	Margaret Wright
Buddy Young	Eric Hall	Mark Loper
John Campbell	Gary Jones	Mike Moulder
Ashley Ramsay	Gina Walley	Nick Pratt
Amber Ramsay	Jenny Todd	Reid Loper
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Linda Lucas	Wilber Ledet
Donna Suters	Lisa Baldwin	Desiree Matlack

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper	Jeff Zemlik
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IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Eric Hall	Mike Moulder
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Nick Pratt
Ashley Ramsay	Jenny Todd	Reid Loper
Amber Ramsay	Jeff Zemlik	Vance DeHart
Barrett Holmes	Leigh Anne Ryals	Wes Naile
Brian Smallwood	Linda Lucas	Wilber Ledet
Clayton Young	Margaret Wright	Ronald Thorson
Donna Suters		

IS-00235 - Emergency Planning

Leigh Anne Ryals	Linda Lucas
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IS-00632 - Intro to Debris Ops in FEMA's Public Asst. Program

Reid Loper	Donna Suters	Linda Lucas
Leigh Anne Ryals		Mike Moulder


IS-00800 - Intro to National Response Plan (NRP)


John Ramsay	Eric Hall	Margaret Wright
Buddy Young	Gary Jones	Mark Loper
John Campbell	Gina Walley	Mike Moulder
Ashley Ramsay	Jenny Todd	Nick Pratt
Amber Ramsay	Jeff Zemlik	Reid Loper
Barrett Holmes	Leigh Anne Ryals	Vance DeHart
Brian Smallwood	Linda Lucas	Wes Naile
Clayton Young	Charles Clark	Wilber Ledet
Donna Suters	Ronald Thorson	


IS-400 - Advanced ICS Command & General Staff IS-400

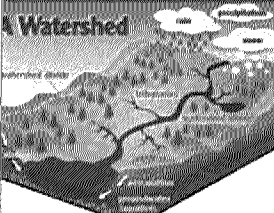
Instructors: John Campbell and Leigh Anne Ryals

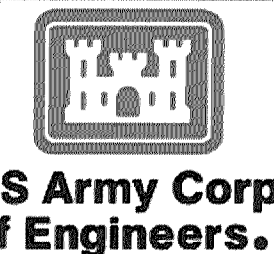
Reid Loper	Jeff Zemlik
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Hazardous Waste Operations and Emergency Response (HAZWOPER) 40		
	Brian Smallwood	Ronnie Duhan
	Jason Zirlott	Linda Lucas
	Jeff Zemlik	Mark Loper
	John Campbell	Wilber Ledet
	Nick Pratt	Vance DeHart
	Reid Loper	

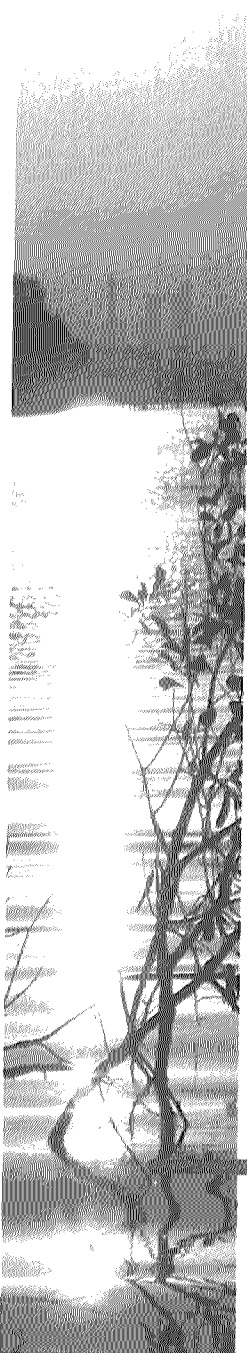
OSHA CERTIFICATIONS			
	OSHA 30 Construction	OSHA 10 General Industry	OSHA 500 Train the Trainer
	Barrett Holmes	Brian Smallwood	Jeff Zemlik
	Brian Smallwood	Jeff Zemlik	
	Jeff Zemlik		
	Mark Loper		
	Nick Pratt		
	Reid Loper		
	Vance DeHart		
	Wilber Ledet		

First Aid, CPR, AED, Blood Born Pathogens		
	Amber Ramsay	Leigh Anne Ryals
	Ashley Ramsay	Linda Lucas
	Brian Smallwood	Lisa Baldwin
	Buddy Young	Margaret Wright
	Clayton Young	Mark Loper
	Desiree Matlack	Mike Moulder
	Donna Suters	Nick Pratt
	Gary Jones	Reid Loper
	Gina Walley	Ronald Thorson
	Jeff Zemlik	Vance DeHart
	Jenny Todd	Wes Naile
	John Campbell	Wilber Ledet
	John Ramsay	

Watershed Management Training		
	Brian Smallwood	Jeff Zemlik
	Brandi Snell	Leigh Anne Ryals
	Clayton Young	Reid Loper

US Army Corps of Engineers		
	QA/QC Training 40 hour	385-1-1 Training 40 hour
	Brian Smallwood	Jeff Zemlik
	Jason Zirlott	
	Jeff Zemlik	
	John Campbell	
	Leigh Anne Ryals	
	Margaret Wright	
	Nick Pratt	
	Reid Loper	

12. Pricing



Price Proposal Form A**Hurricane/Disaster Debris Removal, Reduction and Disposal
Part A – Volume based pricing**

Item/Description	Estimated		Unit Price at Debris Management Site (Do not include tip fees)	Unit Price at landfill site (Do not include tip fees)	Estimated Total
	Quantity	Unit			
Public property and right-of-way pickup and hauling to a designated site or disposal site.	268,863	Tons		\$68.00	
	1,613,176	Cubic yards	\$6.90		
Temporary debris management site operations (when applicable), debris acceptance, pile management and material loading for transport.	268,863	Tons			
	1,613,176	Cubic yards	\$1.25		
Processing of vegetative debris through grinding and/or chipping.	181,482	Tons		\$25.00	
	1,451,859	Cubic yards	\$2.40	\$ 2.40	
Volume reduction through air curtain incineration of vegetative debris.	20,165	Tons		\$20.00	
	161,318	Cubic yards	\$2.00	\$2.00	
Processing of recovered sand through screening and returning to designated beach areas.	46,039	Tons		\$80.00	
	80,659	Cubic yards	\$9.00	\$9.00	
Hauling of material from debris management site to county landfill (when applicable).	148,771	Tons		\$28.00	
	371,927	Cubic yards		\$3.50	
Totals					


¹ Current tipping fees for informational purposes only. Should not be included in unit prices bid but will be charged upon delivery of material to the landfill:

- C&D (Construction and Demolition) - \$59.00 per ton
- MSW (Municipal Solid Waste) - \$59.00 per ton
- Yard Debris - \$22.50 per ton

Price Proposal Form B
Hourly Prices for Debris Clearance for Access

Equipment Type	Hourly Rate	Equipment	Hourly Labor Rate	Total Hourly Rate
Small Loader	\$ 30.00		\$28.00	\$50.00
Crew Foreman with phone and pickup truck			\$48.00	\$48.00
Dozer, Tracked, D5 or similar	\$ 62.00		\$28.00	\$ 90.00
Dozer, Tracked, D6 or similar	\$ 97.00		\$28.00	\$125.00
Dozer, Tracked, D7 or similar	\$123.00		\$28.00	\$150.00
Dozer, Tracked, D8 or similar	\$142.00		\$28.00	\$170.00
Dump Truck, 18 CY-20 CY	\$ 35.00		\$28.00	\$ 63.00
Dump Truck, 21 CY-30 CY	\$ 62.00		\$28.00	\$ 90.00
Generator and lighting	\$ 30.00		\$ 0.00	\$ 30.00
Grader with 12' blade	\$ 67.00		\$28.00	\$ 95.00
Hydraulic Excavator, 1.5 CY	\$ 82.00		\$28.00	\$110.00
Hydraulic Excavator, 2.5 CY	\$ 92.00		\$28.00	\$120.00
Knuckle boom loader	\$ 72.00		\$28.00	\$100.00
Laborer with chainsaw	\$ 6.00		\$28.00	\$ 34.00
Laborer with small tools, traffic control, flag person	\$ 4.00		\$28.00	\$ 32.00
Lowboy trailer with tractor	\$ 62.00		\$28.00	\$ 90.00
Operations Manager with phone and pickup truck	\$ 10.00		\$50.00	\$ 60.00
Pickup truck .5 ton	\$ 16.00		\$ 0.00	\$ 16.00
Soil compactor <81 HP	\$ 42.00		\$28.00	\$ 70.00
Soil compactor >80 HP	\$ 62.00		\$28.00	\$ 90.00
Soil compactor, towed unit	\$ 32.00		\$28.00	\$ 60.00
Truck flatbed	\$ 27.00		\$28.00	\$ 55.00
Tub grinder, 800-1,000 HP	\$472.00		\$28.00	\$500.00
Water truck	\$ 32.00		\$28.00	\$ 60.00
Wheel loader, 2.5 CY, 950 or similar	\$ 78.00		\$28.00	\$110.00
Wheel loader, 3.5-4 CY, 966 or similar	\$102.00		\$28.00	\$130.00
Wheel loader, 4.5 CY, 980 or similar	\$122.00		\$28.00	\$150.00
Wheel loader-backhoe, 1.0-1.5 CY	\$ 32.00		\$28.00	\$ 60.00
Other – please list				

2016 CrowderGulf Ancillary Pricing

2016 CrowderGulf Ancillary Pricing	
Base Camps - Travel is all inclusive including transportation, personnel, expandable commodities, food, etc.; water disposal not included, additional service fee.	
3 days constitutes a week for Equipment; 7 days constitutes a week for Personnel.	
Equipment - Customer is responsible for any/all fuel, personnel and transportation costs associated with project.	
	
Schedule A - GENERATORS	
Description	Weekly Rates
20KW Generator	\$1,301.57
25KW Generator	\$1,301.57
30KW Generator	\$1,398.42
35KW Generator	\$1,543.51
36KW Generator	\$1,543.51
40KW Generator	\$1,837.51
45KW Generator	\$1,837.51
48KW Generator	\$1,837.51
50KW Generator	\$1,837.51
56KW Generator	\$1,837.51
60KW Generator	\$1,898.76
70KW Generator	\$2,296.90
75KW Generator	\$2,296.90
80KW Generator	\$2,515.11
90KW Generator	\$2,530.58
100KW Generator	\$2,593.77
125KW Generator	\$3,215.66
150KW Generator	\$3,215.66
174KW Generator	\$3,350.71
175KW Generator	\$3,350.71
176KW Generator	\$3,350.71
180KW Generator	\$3,521.15
200KW Generator	\$3,498.93
225KW Generator	\$4,134.42
240KW Generator	\$4,134.41
250KW Generator	\$4,134.41
300KW Generator	\$4,269.17
320KW Generator	\$4,269.16
350KW Generator	\$4,870.35
400KW Generator	\$5,990.81
450KW Generator	\$5,990.81
480KW Generator	\$6,559.92
500KW Generator	\$6,559.92
550KW Generator	\$7,031.56
575KW Generator	\$7,320.66
600KW Generator	\$8,415.65
640KW Generator	\$8,415.65
675KW Generator	\$8,598.85

2016 CrowderGulf Ancillary Pricing

Schedule A - GENERATORS <i>continued</i>	
Description	Weekly Rates
728KW Generator	\$8,598.85
750KW Generator	\$8,598.85
800KW Generator	\$9,415.73
850KW Generator	\$10,783.17
1000KW Generator	\$10,783.17
1200KW Generator	\$15,097.27
1250KW Generator	\$15,097.27
1400KW Generator	\$16,531.50
1500KW Generator	\$17,192.78
1600KW Generator	\$17,578.89
1750KW Generator	\$18,826.09
2000KW Generator	\$20,102.41
45 kVA Transformer	\$367.50
75 kVA Transformer	\$490.00
100 kVA Transformer	\$738.07
150 kVA Transformer	\$738.07
225 kVA Transformer	\$983.07
300 kVA Transformer	\$1,800.77
400 kVA Transformer	\$2,393.36
500 kVA Transformer	\$2,393.36
750 kVA Transformer	\$2,774.65
1000 kVA Transformer	\$3,253.93
1500 kVA Transformer	\$4,301.32
2000 kVA Transformer	\$5,071.55
600 Amp Line Panel	\$857.51
800 Amp Line Panel	\$1,127.01
1200 Amp Line Panel	\$1,690.52
4000 Watt Generated Light Plant	\$581.87
Power Distribution Box (Spider Boxes)	\$559.36
Spider Boxes (400)	\$869.76
Spider Boxes (800)	\$1,125.48
Power Distribution Box (Spider Box) with 50ft Cable	\$726.06
Pigtails - 4/0 Male & Female Camlock Connectors	\$67.12
Power Cord, 50' (Extension Cord)	\$33.56
Generator Cable price per foot	\$2.80

2016 CrowderGulf Ancillary Pricing

Schedule B - PUMPS & HOSES	
Description	Weekly Rates
2" x 2" Diesel Pump	\$882.01
3" x 3" Diesel Pump	\$1,621.61
4" Diesel Pump	\$918.76
6" Diesel Pump	\$1,592.51
8" Diesel Pump	\$2,015.53
10" Diesel Pump	\$2,294.60
12" Diesel Pump	\$3,123.90
16" Diesel Pump	\$7,962.57
18" Diesel Pump Dsl Glf w/QD	\$11,907.09
24" Diesel Pump	\$15,827.13
2" Suction Discharge Hose 50' Section	\$107.19
3" Suction Discharge Hose 50' Section	\$79.63
4" Suction Discharge Hose 50' Section	\$114.12
6" Suction Discharge Hose 50' Section	\$140.88
8" Suction Discharge Hose 50' Section	\$281.14
10" Suction Discharge Hose 50' Section	\$434.11
12" Suction Discharge Hose 50' Section	\$454.79
6" Vacuum Assist Pump	\$2,411.74
12" Vacuum Assist Pump	\$3,284.56
3 Inch Submersible Hydraulic Pump	\$849.16
4 Inch Submersible Hydraulic Pump	\$1,454.35
6 Inch Submersible Hydraulic Pump	\$1,963.38
8 Inch Submersible Hydraulic Pump	\$2,617.83
12 Inch Submersible Hydraulic Pump	\$4,668.46
8" Bauer Pipe, 10' Section	\$61.08
12" Bauer Pipe, 10' Section	\$61.08
4" Strainers/T-Joints/Elbows	\$53.70
6" Strainers/T-Joints/Elbows	\$72.72
8" Strainers/T-Joints/Elbows	\$76.57
3" Sub - Dewater 5hp 460v	\$389.04
4" Sub - Dewater 10hp 460v	\$437.76
6" Sub - Dewater 35hp 460v	\$699.92
8" Sub - Dewater 95hp 460v	\$1,517.97
4" Sub - Trash 20hp 460v	\$487.21
6" Sub - Trash 40hp 460v	\$699.91
8" Sub - Trash 70hp 460v	\$1,517.98
3" Suction Hose - 20'	\$63.63
4" Suction Hose - 20'	\$81.81
6" Suction Hose - 20'	\$81.81
8" Suction Hose - 20'	\$181.79
10" Suction hose - 20'	\$229.69
12" Suction Hose - 10'	\$181.79
6" to 18" Pipe Fusion Machine	\$3,751.59
12" to 36" Track Mounted Fusion Machine	\$12,862.61

2016 CrowderGulf Ancillary Pricing

Schedule C - ENVIRONMENTAL CONTROLS		
Description	Daily Rate	Weekly Rates
5-Ton Air Conditioner Unit	N/A	\$1,301.57
10 -Ton Air Conditioner Unit	N/A	\$1,592.51
15 -Ton Air Conditioner Unit	N/A	\$2,180.52
20 -Ton Air Conditioner Unit	N/A	\$2,293.83
25 -Ton Air Conditioner Unit	N/A	\$2,457.68
30 -Ton Air Conditioner Unit	N/A	\$3,062.52
40 -Ton Air Conditioner Unit	N/A	\$4,900.04
50 -Ton Air Conditioner Unit	N/A	\$8,325.48
60 -Ton Air Conditioner Unit	N/A	\$6,002.54
75 -Ton Air Conditioner Unit	N/A	\$8,575.07
80 -Ton Air Conditioner Unit	N/A	\$9,800.08
100 GPM Pump	N/A	\$882.01
200 GPM Pump	N/A	\$882.01
300 GPM Pump	N/A	\$965.80
400 GPM Pump	N/A	\$1,006.85
500 GPM Pump	N/A	\$1,018.05
750 GPM Pump	N/A	\$1,837.51
800 GPM Pump	N/A	\$1,837.51
1000 GPM Pump	N/A	\$1,837.51
1200 GPM Pump	N/A	\$1,636.21
Polyethylene Pollution Bags (per Roll)	\$128.63	N/A
Polyethylene Sheeting Per Roll (20'x100'x6 mil)	\$134.75	N/A
Level A Responder Suite (each)	\$1,408.76	N/A
Level B Responder Suit (each)	\$275.62	N/A
Level 3 (CPC 3) PPE (each)	\$128.63	N/A
Level D PPE (each)	\$55.12	N/A

2016 CrowderGulf Ancillary Pricing

Schedule D - EQUIPMENT	
Description	Weekly Rates
Forklift Carpet Poles	\$126.78
Pallet Grabbers w/Chain	\$45.93
Pallet Jack	\$126.78
Electric Pallet Jack	\$361.38
Forklift Loading ramps	\$1,045.86
Dock Plates	\$514.62
5k Diesel Forklifts	\$766.33
6000 Lb. Forklift	\$3,285.22
8000 Lb. Forklift	\$3,556.17
9,000 -10,000 lb. Forklift	\$4,206.93
15,000 lb. Forklift	\$9,071.86
25,000-35,000 Lb. Forklift	\$16,795.04
4400 lb Extended Reach Forklift	\$2,143.77
Rough Terrain Forklifts	
5K Extended Reach Forklift	\$1,470.01
6K Extended Reach Forklift	\$1,898.76
8K Extended Reach Forklift	\$1,813.02
9K Extended Reach Forklift	\$2,082.52
10K Extended Reach Forklift	\$2,388.77
Forklift Propane Tank w/o fuel	\$14.70
Portable Loading Dock, 20 X 20' w/ramp and stairs	\$1,502.09
Heavy Equipment	
1000 Gallon Fuel Tank	\$2,143.77
2000 Gallon Fuel Tank	\$1,982.99
1/2 yard	\$1,203.57
3/4 yard	\$1,127.01
1 yard	\$1,163.76
2 1/2 yard	\$2,338.24
2 3/4 yard	\$2,338.24
1750 Lb.	\$869.76
2400 Lb.	\$1,376.61
1900 Lb. Track	\$1,470.01
Grapple	\$295.53
Forks	\$171.50
Sweeper	\$295.53
Single Smooth Drum Vibratory Roller	\$1,687.46
D3 Cat Small Track-Type Tractor	\$1,946.23
D4 Cat Small Track-Type Tractor	\$2,353.55
D5 Cat Small Track-Type Tractor	\$2,580.18
D6 Cat Medium Track-Type Tractor	\$3,828.16
Ditch / Trench Digger	\$1,376.61
Large Excavator	\$3,828.16
Support Equipment	
Mobile Command Post w/Communications	\$13,984.13
Response Vehicle (Per Vehicle)	\$1,272.55
4-Wheelers (i.e., Rhino)	\$1,531.26
LSA Orbitrax Trailer	\$11,187.31
Orbitrax	\$122.50
Orbitrax Per Messaging	\$0.31
Orbitrax Report	\$122.50

2016 CrowderGulf Ancillary Pricing

Schedule E - PERSONNEL	
Description	Price Per Hour
Information Officer	\$167.81
Safety/Security Officer	\$167.81
Liaisons Officer	\$167.81
Operations Section Chief	\$167.81
Staging Areas Manager	\$151.03
Air Operations Branch Director	\$151.03
Air Support Group Supervisor	\$151.03
Air Tactical Group Supervisor	\$151.03
Branch Director	\$151.03
Divisions/Groups Supervisor	\$151.03
Strike Force/Teams Leader	\$151.03
Single Resource Leader	\$151.03
Military Support Liaison	\$151.03
Planning Section Chief	\$167.81
Resource Unit Leader	\$151.03
Status Recorder	\$151.03
Situation Unit Leader	\$151.03
Documentation Unit Leader	\$151.03
Demobilization Unit Leader	\$151.03
Environmental Unit Leader	\$151.03
Documentation Clerk	\$151.03
Field Observers	\$151.03
Technical Specialists Leader	\$151.03
Logistics Section Chief	\$167.81
Service Branch Director	\$151.03
Support Branch Director	\$151.03
Communications Unit Leader	\$151.03
Medical Unit Leader	\$151.03
Food Unit Leader	\$151.03
Supply Unit Leader	\$151.03
Facilities Unit Leader	\$151.03
Ground Support Unit Leader	\$151.03
Ordering Manager	\$151.03
Receiving & Distribution Manager	\$151.03
Security Manager	\$151.03
Camp Manager	\$151.03
Base Manager	\$151.03
Ground Support Unit Leader	\$151.03
Vessel Support Unit Leader	\$151.03
Equipment Manager	\$151.03
Finance/Admin Section Chief	\$167.81
Time Unit Leader	\$151.03
Cost Unit Leader	\$151.03
Procurement Unit Leader	\$151.03
Personnel Time Recorder	\$151.03
Resource Support Team Leader	\$151.03
Energy Team Coordinator (Generator)	\$151.03
Transportation Coordinator	\$151.03
Public Works Coordinator (Pumps & Light Tower)	\$151.03
Equipment Time Recorder	\$151.03

2016 CrowderGulf Ancillary Pricing

Schedule E - PERSONNEL <i>continued</i>	
Description	Price Per Hour
Incident Management Team Leader	\$167.81
Project/Operations Manager	\$151.03
Project/Operations Task Leader	\$139.85
Haz Material Technical Specialist	\$132.84
Waste Management Specialist	\$132.84
POD Team Leader	\$132.84
Project Administrator	\$83.91
Project Supervisor	\$151.03
Warehouse Supervisor	\$132.84
Project Field Clerk	\$55.94
LSA, Warehouse and General Labor (non-union)	\$67.12
Resource Supervisor	\$132.84
Resource Technician	\$132.84
GIS Data Liaison	\$151.03
Resource/Equipment Operator includes Forklift Operator (non-union)	\$132.84
Electrician	\$132.84
Security Manager	\$89.50
Per Diem	
Personal Airfare	
Schedule F - TRANSPORTATION	
Description	Weekly Rates
Power Only Truck	\$16,078.26
RollBacks - Equipment local short-haul	\$13,978.53
Equipment Service Vehicle	\$2,358.15
Bobtail Fuel Truck & Driver (Fuel, Lube Truck or Transport) Does NOT INCLUDE FUEL	\$64,313.02
Fuel Truck & Trailer Combo (less than 2000 Gallons) Does NOT INCLUDE FUEL	\$64,313.02
Fuel Trailer w/Attendant (Trailer Dropped, 8500 Gallons with Pumps) Gasoline & Diesel; DOES NOT INCLUDE FUEL	\$64,313.02
Fuel Tank on Trailer; 6000 Gallon; Diesel Only; 4 Pumps and Spill Kit with Attendant (ISO Unit); Does NOT INCLUDE FUEL	\$64,313.02
Dry Van	\$5,868.57
Reefer Trailer	\$1,879.47
Drop Deck Trailer	\$16,078.26
Removable Drop Deck (RGN)	\$19,293.90
Double Drop Trailer	\$16,078.26
Flat Bed Trailer	\$7,503.19
Low Boy Trailer	\$16,078.26
Water Trailer 300 Gal	\$410.38
60 Ton Landall Trailer	\$18,789.94
26' Straight Truck w/lift gate and driver	\$16,078.24
Water Truck (non-potable) w/operator	\$3,738.29
Variable Message Boards, trailered, solar powered	\$2,607.76
Traffic Barricades, folding	\$101.80
Traffic Cones	\$21.14
Traffic Barriers, 8'	\$21.14
Traffic Barricades, Barrel	\$54.81
Barricades, Jersey - Composite	\$211.44

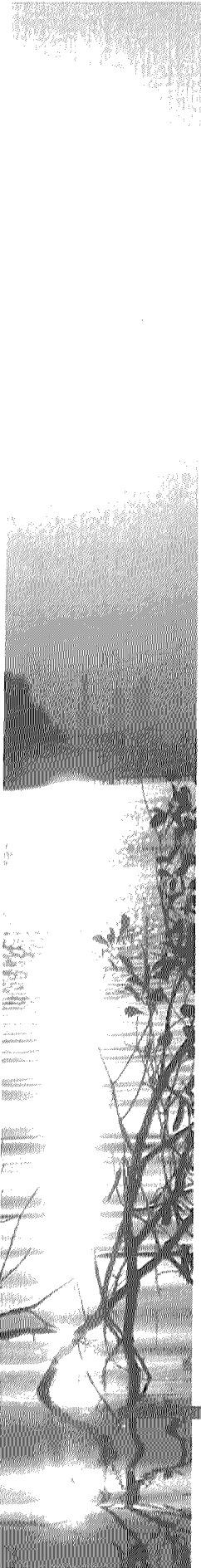
2016 CrowderGulf Ancillary Pricing

Schedule G - BASE CAMPS			
Description	Mob Rate	Weekly Rates	Demob Rate
NIMS TYPE I 1000 Person Base Camp	\$618,894.89	\$1,632,827.91	\$503,704.15
NIMS TYPE II 750 Person Base Camp	\$576,148.17	\$1,324,750.18	\$468,676.53
NIMS TYPE III 500 Person Base Camp	\$425,254.52	\$907,407.69	\$347,657.80
NIMS TYPE IV 250 Person Base Camp	\$345,841.72	\$581,458.59	\$282,588.34
NIMS TYPE I 1000 Person Kitchen/Meals	\$210,217.82	\$528,484.58	\$148,636.57
NIMS TYPE II 750 Person Kitchen/Meals	\$203,599.70	\$456,328.43	\$148,048.57
NIMS TYPE III 500 Person Kitchen/Meals	\$150,101.99	\$323,860.46	\$108,745.66
NIMS TYPE IV 250 Person Kitchen/Meals	\$125,638.54	\$219,436.02	\$95,048.51
NIMS TYPE I 1000 Person Showers	\$34,269.65	\$196,306.30	\$42,809.50
NIMS TYPE II 750 Person Showers	\$27,852.13	\$169,844.55	\$32,611.30
NIMS TYPE III 500 Person Showers	\$21,480.55	\$101,080.15	\$24,913.64
Schedule H - CIVIL SUPPORT			
Description	Weekly Rates		
Portable Storage Containers	\$363.59		
Tent, 10'x10'	\$274.42		
Tent, 20' X 20'	\$525.53		
Tent, 40' X 40'	\$2,388.72		
Tent, 10' X 10' Pop-Up	\$329.96		
Tent, 10' X 15' Pop-Up	\$430.71		
Chairs -folding	\$9.19		
6' Table -folding	\$22.97		
8' Table -folding	\$30.62		
50' String Lighting	\$109.88		
100' String Lighting	\$209.91		
Power Distro-Spider Box	\$184.59		
24" portable fans on stands	\$195.78		
48" 2-speed warehouse fan	\$189.88		
Tents -30' x 90' x 7'	\$3,049.59		
Tents -30' x 60' x 7'	\$2,117.91		
Tent, 60' x 100' x 7'	\$7,784.72		
1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	\$69.36		
2-Pallets = 140 Twelve Count Cases (1680 meals) HM Entrees	\$66.35		
3-Pallets = 210 Twelve Count Cases (2520 meals) HM Entrees	\$66.35		
5-Pallets = 350 Twelve Count Cases	\$63.15		
Greater than 5 Pallets HM Entrees	\$61.07		
50 Twelve Count Cases / 1-Pallet	\$117.62		
100 Twelve Count Cases / 2-Pallets	\$114.80		
200 Twelve Count Cases / 4-Pallets	\$114.80		
350 Twelve Count Cases / 7-Pallets	\$111.58		
Greater than 7 Pallets HM Plus Meal Kits	\$111.58		
1-Pallet = 60 Twelve Count Cases (720 meals) HM EX Entrees	\$71.63		
2-Pallets = 120 Twelve Count Cases (1440 meals) HM EX Entrees	\$68.41		
3-Pallets = 180 Twelve Count Cases (2160 meals) HM EX Entrees	\$65.22		
6-Pallets = 360 Twelve Count Cases (4320 meals) HM EX Entrees	\$62.96		
Greater than 6 Pallets HM EX Entrees	\$62.96		

2016 CrowderGulf Ancillary Pricing

Schedule H - CIVIL SUPPORT <i>continued</i>	
Description	Weekly Rates
50 Twelve Count Cases / 1-Pallet	\$84.62
100 Twelve Count Cases / 2-Pallets	\$82.00
200 Twelve Count Cases / 4-Pallets	\$82.00
350 Twelve Count Cases / 7-Pallets	\$79.92
600 Twelve Count Cases / 12-Pallets	\$79.92
1200 Twelve Count Cases / 24-Pallets	\$77.28
Greater than 24 Pallets HM 3 Kits	\$77.28
18 Six Count Cases / 1-Pallet	\$159.46
36 Six Count Cases / 2-Pallets	\$150.97
54 Six Count Cases / 3-Pallets	\$141.27
18 Six Count Cases/ 1-Pallet Cafe2Go Soup Kits	\$232.40
36 Six Count Cases / 2-Pallet Cafe2Go Soup Kits	\$220.53
54 Six Count Cases/ 3-Pallet Cafe2Go Soup Kits	\$206.95
Ice 8 lb Bag	\$3.67
24 count 16.9 oz per Bottle / Case	\$9.23
100 Standard Restrooms	\$69,672.44
4 Wheelchair Accessible	\$5,788.17
30 Station Sink	\$40,195.63
100 Daily Service Fees	
30 Daily Sink Service Fees	
5% Fuel Surcharge + Tax	
75 Standard Restrooms	\$52,254.32
4 Wheel Chair Accessible	\$5,788.17
22 Station Sinks	\$29,476.80
75 Daily Service Fees	
22 Daily Sink Service Fees	
5% Fuel Surcharge + Tax	
50 Standard Restrooms	\$34,836.22
2 Wheel Chair Accessible	\$2,894.09
15 Station Sinks	\$20,097.82
50 Daily Service Fees	
15 Daily Sink Service Fees	
5% Fuel Surcharge + Tax	
25 Standard Restrooms	\$17,418.11
1 Wheel Chair Accessible	\$1,447.04
7 Station Sinks	\$9,378.99
25 Daily Service Fees	
7 Daily Sink Service Fees	
5% Fuel Surcharge + Tax	
10 Standard Restrooms	\$6,967.25
1 Wheel Chair Accessible	\$1,447.04
10 Daily Service Fees	

13. Insurance Certification



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS



At CONTRACTOR'S expense, contractor shall procure and maintain the following recommended lines of insurance according the scope of work. The county may choose to elect higher or lower coverages according to the work performed. CONTRACTORS must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

- A. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$ 5,000 Medical Expense Limit
- B. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability with limits of:
\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit – Any Auto
- D. **PROFESSIONAL LIABILITY**
\$1,000,000 Per Occurrence
- E. **POLLUTION LIABILITY INSURANCE**
\$1,000,000 Per Occurrence

When a CONTRACTOR is required to bind pollution/environmental coverage, the CONTRACTOR must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The CONTRACTOR'S General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, CONTRACTOR shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. CONTRACTOR shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of CONTRACTOR.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
Department: Solid Waste
Contract #:
- G. Insurance procured by CONTRACTOR shall not reduce nor limit CONTRACTOR'S contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event CONTRACTOR receives Notice of Cancellation of Insurance required pursuant to this Agreement, CONTRACTOR shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;

ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422

- J. If CONTRACTOR is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, CONTRACTOR shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 8/25/2015	
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.		
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675			COMPANIES AFFORDING COVERAGE		
			COMPANY A THE GRAY INSURANCE COMPANY		
			COMPANY B		
			COMPANY C		
			COMPANY D		
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
					PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
		MED EXP (Any one person) \$5,000.00			
A	AUTOMOBILE LIABILITY <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	COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY
					EACH ACCIDENT
					AGGREGATE
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043072	9/1/2015	9/1/2016	EACH OCCURRENCE \$4,000,000.00
					AGGREGATE \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input checked="" type="checkbox"/> INCL OFFICERS ARE <input type="checkbox"/> EXCL	XSWC-070843	9/1/2014	9/1/2017	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.					
Insurance can be adjusted to meet requirements.					
CERTIFICATE HOLDER "SAMPLE"			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		

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing				
Company Name	Company Location	Weighted Total Score (low score = low bid)	Complete Package	Notes
J. B. Coxwell Contracting, Inc.	Jacksonville, Florida	6.07	y	
Custom Tree Care, Inc.	Topeka, Kansas	5.56	y	
Phillips & Jordan	Knoxville, Tennessee	6.33	y	
Crowder Gulf	Theodore, Alabama	5.00	y	
TFR Enterprises, Inc.	Leander, Texas	6.00	y	
Four Points Recycling	Jacksonville, North Carolina	5.78	y	
DRC Emergency Services	Galveston, Texas	5.53	y	
Ceres Environmental Services, Inc.	Sarasota, Florida	5.79	y	

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing					
Company Name	Public Property & Right of Way Unit Site Price/Unit Price at Landfill	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 45%
J. B. Coxwell Contracting, Inc.	\$59.50/T \$8.90/CY	\$8.90	\$59.50		4.01
Custom Tree Care, Inc.	\$79.00/T \$6.99/CY	\$6.99	\$79.00		3.15
Phillips & Jordan, Inc.	\$89.00/T \$7.75/CY	\$7.75	\$89.00		3.49
Crowder Gulf	\$68.00/T \$6.90/CY	\$6.90	\$68.00		3.11
TFR Enterprises, Inc.	\$88.00/T \$7.43/CY	\$7.43	\$88.00		3.34
Four Points Recycling	\$42.00/T \$6.20/CY	\$6.20	\$42.00		2.79
DRC Emergency Services	\$65.36/T \$6.88/CY	\$6.88	\$65.36		3.10
Ceres Environmental Services, Inc.	\$72.96/T \$7.68/CY	\$7.68	\$72.96		3.46

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing

Company Name	Debris Management Site Operations, Debris Acceptance, Pile Management and Material Loading	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 15%
J. B. Coxwell Contracting, Inc.	\$0.95/CY	\$0.95			0.14
Custom Tree Care, Inc.	\$0.75/CY	\$0.75			0.11
Phillips & Jordan	\$1.75/CY	\$1.75			0.26
Crowder Gulf	\$1.25/CY	\$1.25			0.19
TFR Enterprises, Inc.	\$0.35/CY	\$0.35			0.05
Four Points Recycling	\$0.99/CY	\$0.99			0.15
DRC Emergency Services	\$0.85/CY	\$0.85			0.13
Ceres Environmental Services, Inc.	\$1.71/CY	\$1.71			0.26

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing					
Company Name	Processing Vegetative Debris through Grinding and/or chipping	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 15%
J. B. Coxwell Contracting, Inc.	\$14.80/T \$1.85/CY	\$1.85	\$14.80	\$1.85	0.28
Custom Tree Care, Inc.	NA/T \$2.25/CY	\$2.25	NA	NA	0.34
Phillips & Jordan	\$14.00/T \$2.25/CY	\$2.25	\$14.00	NA	0.34
Crowder Gulf	\$25.00/T \$2.40/CY	\$2.40	\$25.00	\$2.40	0.36
TFR Enterprises, Inc.	\$8.00/T \$2.10/CY \$1.50/CY	\$2.10	\$8.00	\$1.50	0.32
Four Points Recycling	\$38.00/T \$4.70/CY	\$4.70	\$38.00	\$4.70	0.71
DRC Emergency Services	\$19.98T \$2.50/CY	\$2.50	\$19.98	\$2.50	0.38
Ceres Environmental Services, Inc.	\$20.43/T \$2.45/CY	\$2.45	\$20.43	NA	0.37

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing					
Company Name	Volume Reduction through Air Curtain Incineration of Vegetative Debris	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 5%
J. B. Coxwell Contracting, Inc.	\$7.20/T \$0.90/CY	\$0.90	\$7.20	\$0.90	0.05
Custom Tree Care, Inc.	NA/T \$1.75/CY	\$1.75	NA	NA	0.09
Phillips & Jordan, Inc.	\$15.00/T \$1.75/CY	\$1.75	\$15.00	NA	0.09
Crowder Gulf	\$20.00/T \$2.00/CY	\$2.00	\$20.00	\$2.00	0.10
TFR Enterprises, Inc.	\$4.00/T \$1.00/CY	\$1.00	\$4.00	\$1.00	0.05
Four Points Recycling	\$9.00/T \$1.00/CY \$2.00/CY	\$1.00	\$9.00	\$2.00	0.05
DRC Emergency Services	\$14.80/T \$1.85/CY	\$1.85	\$14.80	\$1.85	0.09
Ceres Environmental Services, Inc.	\$15.50/T \$1.55/CY	\$1.55	\$15.50	NA	0.08

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing					
Company Name	Processing of recovered sand through screening and returning to designated beach areas.	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 15%
J. B. Coxwell Contracting, Inc.	\$19.35/T \$11.00/CY	\$11.00	\$19.35	\$11.00	1.10
Custom Tree Care, Inc.	NA/T 14.00/CY	\$14.00	NA	NA	1.40
Phillips & Jordan, Inc.	\$48.00/T \$16.00/CY	\$16.00	\$48.00	NA	1.60
Crowder Gulf	\$80.00/T \$9.00/CY	\$9.00	\$80.00	\$9.00	0.90
TFR Enterprises, Inc.	\$3.00/T \$18.00/CY \$4.00/CY	\$18.00	\$3.00	\$4.00	1.80
Four Points Recycling	\$25.75/T \$14.70/CY	\$14.70	\$25.75	\$14.70	1.47
DRC Emergency Services	\$62.79/T \$14.95/CY	\$14.95	\$62.79	\$14.95	1.50
Ceres Environmental Services, Inc.	\$13.74/T \$12.48/CY	\$12.48	\$13.74	NA	1.25

Proposals Received for Disaster Debris Management 2016 Volume Based Pricing					
Company Name	Hauling of Material From Debris Management Site to Landfill	Price per CY @ DMS	Price per Ton @ LF	Price per CY @ LF	Score based on 5%
J. B. Coxwell Contracting, Inc.	\$12.60/T \$5.00/CY		\$12.60	\$5.00	0.50
Custom Tree Care, Inc.	\$48.00/T \$4.80/CY		\$48.00	\$4.80	0.48
Phillips & Jordan, Inc.	\$68.00/T \$5.50/CY		\$68.00	\$5.50	0.55
Crowder Gulf	\$28.00/T \$3.50/CY		\$28.00	\$3.50	0.35
TFR Enterprises, Inc.	\$18.50/T \$4.35/CY		\$18.50	\$4.35	0.44
Four Points Recycling	\$42.09/T \$6.20/CY		\$42.09	\$6.20	0.62
DRC Emergency Services	\$29.16/T \$3.43/CY		\$29.16	\$3.43	0.34
Ceres Environmental Services, Inc.	\$19.24/T \$3.88/CY		\$19.24	\$3.88	0.39

Disaster Debris Management Equipment Price Sheet - 2016															
Ranking: Low Bid = 1 then ascending thru High Bid = 7															
Equipment Type	J. B. Coxwell Contracting, Inc.		Custom Tree Care, Inc.		Phillips & Jordan, Inc.		Crowder Gulf		TFR Enterprises, Inc.		Four Points Recycling		DRC Emergency Services		Ceres Environmental Services, Inc.
Small Loader	\$91.00	4	\$85.00	2	\$85.00	2	\$50.00	1	\$138.00	7	\$110.00	5	\$140.00	8	\$133.00
Crew Foreman w/phone and truck	\$67.00	5	\$65.00	4	\$80.00	7	\$48.00	1	\$69.00	6	\$60.00	3	\$85.00	8	\$55.00
Dozer, Tracked, D5 or similar	\$130.00	6	\$100.00	2	\$110.00	3	\$90.00	1	\$138.00	8	\$120.00	4	\$120.00	4	\$130.00
Dozer, Tracked, D6 or similar	\$145.00	5	\$110.00	1	\$145.00	5	\$125.00	2	\$163.00	8	\$140.00	4	\$150.00	7	\$135.00
Dozer, Tracked, D7 or similar	\$160.00	4	\$120.00	1	\$165.00	5	\$150.00	3	\$188.00	7	\$170.00	6	\$450.00	8	\$140.00
Dozer, Tracked, D8 or similar	\$180.00	4	\$130.00	1	\$240.00	6	\$170.00	3	\$248.00	7	\$220.00	5	\$500.00	8	\$145.00
Dump Truck, 18 CY-20 CY	\$73.50	2	\$100.00	6	\$95.00	5	\$63.00	1	\$148.00	8	\$85.00	4	\$110.00	7	\$80.00
Dump Truck, 21 CY-30 CY	\$75.50	1	\$110.00	5	\$95.00	4	\$90.00	2	\$178.00	8	\$110.00	5	\$120.00	7	\$90.00
Generator and Lighting	\$21.70	3	\$20.00	1	\$25.00	4	\$30.00	5	\$20.00	1	\$50.00	6	\$100.00	8	\$63.00
Grader with 12' blade	\$138.00	5	\$85.00	1	\$155.00	7	\$95.00	2	\$138.00	5	\$130.00	3	\$260.00	8	\$135.00
Hydraulic Excavator, 1.5 CY	\$147.00	7	\$145.00	6	\$125.00	2	\$110.00	1	\$143.00	5	\$140.00	3	\$175.00	8	\$140.00
Hydraulic Excavator, 2.5 CY	\$160.00	4	\$175.00	6	\$125.00	2	\$120.00	1	\$183.00	7	\$170.00	5	\$185.00	8	\$145.00
Knuckle boom loader	\$148.00	2	\$175.00	6	\$175.00	6	\$100.00	1	\$348.00	8	\$170.00	4	\$170.00	4	\$155.00
Laborer with chainsaw	\$44.50	3	\$50.00	6	\$48.00	5	\$34.00	1	\$56.00	7	\$60.00	8	\$45.00	4	\$39.00
Laborer with small tools, traffic control, flag person	\$33.90	2	\$40.00	4	\$36.00	3	\$32.00	1	\$56.00	8	\$50.00	6	\$50.00	6	\$43.00
Lowboy trailer with tractor	\$138.00	3	NA	8	\$155.00	7	\$90.00	1	\$138.00	3	\$140.00	5	\$150.00	6	\$90.00
Operations Manager with phone and truck	\$71.50	5	\$75.00	6	\$95.00	7	\$60.00	1	\$69.00	4	\$60.00	1	\$110.00	8	\$60.00
Pickup truck .5 ton	\$17.90	4	\$15.00	1	\$15.00	1	\$16.00	3	\$78.00	8	\$40.00	5	\$50.00	6	\$60.00
Soil compactor <81 HP	\$81.00	3	\$80.00	2	\$85.00	5	\$70.00	1	\$83.00	4	\$110.00	7	\$195.00	8	\$95.00
Soil compactor >80 HP	\$101.00	4	\$90.00	2	\$80.00	1	\$90.00	2	\$113.00	7	\$110.00	6	\$225.00	8	\$105.00
Soil Compactor, towed unit	\$22.80	1	\$80.00	4	\$30.00	2	\$60.00	3	\$118.00	7	\$90.00	5	\$95.00	6	\$130.00
Truck flatbed	\$24.60	1	\$60.00	4	\$48.00	2	\$55.00	3	\$88.00	8	\$80.00	7	\$70.00	5	\$70.00
Tub grinder, 800-1,000 HP	\$602.00	7	\$450.00	3	\$500.00	5	\$500.00	5	\$448.00	2	\$320.00	1	\$750.00	8	\$460.00
Water truck	\$67.00	3	\$65.00	2	\$90.00	4	\$60.00	1	\$168.00	8	\$110.00	6	\$120.00	7	\$90.00
Wheel loader, 2.5 CY, 950 or similar	\$130.00	5	\$125.00	4	\$115.00	3	\$110.00	1	\$188.00	7	\$110.00	1	\$195.00	8	\$135.00
Wheel loader, 3.5-4 CY, 956 or similar	\$160.00	6	\$135.00	3	\$155.00	5	\$130.00	1	\$208.00	7	\$130.00	1	\$225.00	8	\$150.00
Wheel loader, 4.5 CY, 980 or similar	\$182.00	5	\$145.00	1	\$185.00	6	\$150.00	2	\$248.00	7	\$170.00	4	\$250.00	8	\$155.00
Wheel loader-backhoe, 1.0-1.5 CY	\$90.00	3	\$85.00	2	\$105.00	5	\$60.00	1	\$188.00	8	\$120.00	6	\$180.00	7	\$100.00
Other-please list	Additional pricing in proposal.				Additional pricing in proposal.		Additional pricing in proposal				Additional pricing in proposal.		Additional pricing in proposal.		
Avg Ranking		3.82		3.36		4.25		1.82		6.43		4.50		7.00	3.96

Disaster Debris Management Equipment Price Sheet - 2016																
Ranking: Low Bid = 1 then ascending thru High Bid = 7																
Equipment Type	J. B. Coxwell Contracting, Inc.		Custom Tree Care, Inc.		Phillips & Jordan, Inc.		Crowder Gulf		TFR Enterprises, Inc.		Four Points Recycling		DRC Emergency Services		Ceres Environmental Services, Inc.	
Small Loader	\$91.00	4	\$85.00	2	\$85.00	2	\$50.00	1	\$138.00	7	\$110.00	5	\$140.00	8	\$133.00	6
Dozer, Tracked, D7 or similar	\$160.00	4	\$120.00	1	\$165.00	5	\$150.00	3	\$188.00	7	\$170.00	6	\$450.00	8	\$140.00	2
Dump Truck, 18 CY-20 CY	\$73.50	2	\$100.00	6	\$95.00	5	\$63.00	1	\$148.00	8	\$85.00	4	\$110.00	7	\$80.00	3
Hydraulic Excavator, 1.5 CY	\$147.00	7	\$145.00	6	\$125.00	2	\$110.00	1	\$143.00	5	\$140.00	3	\$175.00	8	\$140.00	3
Laborer with chainsaw	\$44.50	3	\$50.00	6	\$48.00	5	\$34.00	1	\$56.00	7	\$60.00	8	\$45.00	4	\$39.00	2
Lowboy trailer with tractor	\$138.00	3	NA	8	\$155.00	7	\$90.00	1	\$138.00	3	\$140.00	5	\$150.00	6	\$90.00	1
Wheel loader-backhoe, 1.0-1.5 CY	\$90.00	3	\$85.00	2	\$105.00	5	\$60.00	1	\$188.00	8	\$120.00	6	\$180.00	7	\$100.00	4
Avg Ranking		3.71		4.43		4.43		1.29		6.43		5.29		6.86		3.00



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 4, 2018

Action Item # VIII. - 1.
Closed Session

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Request Board to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with the Board's attorney and G.S. 143-318-11(a)(1) to approve Closed Session Minutes.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend Board to go into closed session pursuant to G.S. 143-318.11(a)(3) to consult with the Board's attorney and G.S. 143-318-11(a)(1) to approve Closed Session Minutes.