

State of Alabama )

County of Baldwin)

### **CONTRACT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES**

**This Contract for Debris Removal and Disposal Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and **CrowderGulf, LLC** (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

#### **WITNESSETH:**

**Whereas**, COUNTY is a political subdivision of the State of Alabama and the governing body of Baldwin County, Alabama; and

**Whereas**, PROVIDER is a company qualified to do business in the State of Alabama and to perform the services contemplated herein; and

**Whereas**, Baldwin County, Alabama, by reason of its geographical location on the northern Gulf Coast of the United States, remains subject to various natural disasters, including without limitation major hurricanes, which cause substantial destruction of property, structures, and infrastructure, which in turn produces great amounts of debris throughout Baldwin County, Alabama; and

**Whereas**, COUNTY desires to provide for the efficient and timely removal and disposal of such debris pursuant to certain terms and conditions more fully set out herein; and

**Whereas**, said natural disasters may strike or affect Baldwin County, Alabama, without notice or warning sufficient to allow COUNTY to select and retain debris removal and disposal services in a timely manner after the strike or affect of said natural disasters; and

**Whereas**, COUNTY therefore desires to select and retain such debris removal and disposal services prior to said natural disasters, all in accordance with all applicable federal and state requirements, including without limitation requirements and directives of the Federal Emergency Management Agency relating to and conditioning reimbursement of expenditures for such services, as the same may be amended and applicable from time to time; and

**Whereas**, COUNTY therefore prepared and advertised certain bid documents (nominated Competitive Bid #WG15-15, which are attached hereto and incorporated herein as Exhibit A) describing the terms and conditions of the Pre-Event Debris Removal & Disposal Services desired; and

**Whereas**, PROVIDER responded to the said bid advertisement by its May 4, 2015, letter and attached proposal, together with any and all addendums (all of which being attached hereto and incorporated herein as Exhibit B); and

**Whereas**, all responsive bids were opened by COUNTY on May 4, 2015, with PROVIDER thereafter being determined and accepted by COUNTY as the lowest responsible bidder at COUNTY’s May 19, 2015, regular meeting; and

**Whereas**, PROVIDER represents that it is, and will remain during the term of this Contract, ready, willing and able to provide the said services, all as more fully set out herein and in accordance with the aforesaid federal and state requirements; and

**Whereas**, COUNTY and PROVIDER now wish to enter into this Contract, as contemplated within said bid documents, for PROVIDER's rendering of debris removal and disposal services as set out herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama,  
by and through the Baldwin County Commission
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: CrowderGulf, LLC
- II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this

Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: CrowderGulf, LLC  
5435 Business Parkway  
Theodore, AL 36582  
ATTN: John Ramsay

COUNTY: Baldwin County Commission  
c/o Charles F. Gruber, Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of “**Competitive Bid #WG15-15**”, the same being expressly incorporated herein by reference, and without limitations will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG15-15, Pre-Event Debris Removal & Disposal Services for the County Rights-of-Way within unincorporated Baldwin County for the Baldwin County Commission.”**

- A. PROVIDER will provide ongoing communications with the COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms, set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this Contract, with or without cause or reason, by giving written notice of such to the other PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **as provided for in Exhibits A and B**. Said compensation shall be all inclusive, including without limitation,

reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

- XXI.** Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXII.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months, with an option to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

- XXIII.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV.** Indemnity and Hold Harmless. To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an act or omission of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. **PROVIDER** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **PROVIDER** shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. **PROVIDER** shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with two originals, each of which shall be equally valid as an original.

XXVI: Governing Laws: The Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance and Bonds: The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the County.

The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

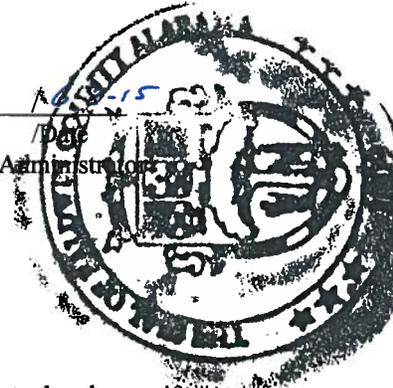
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

Charles F. Gruber /Date  
CHARLES F. GRUBER /Date  
Chairman

ATTEST:

Ronald J. Cink  
RONALD J. CINK  
Budget Director/Interim County Administrator



State of Alabama )

County of Baldwin )

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director/Interim County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Debris Removal and Disposal Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 2nd day of June, 2015.

Keri Green  
Notary Public, Baldwin County, AL  
My Commission Expires

My Commission Expires 11/23/2015



SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

CROWDERGULF, LLC

[Signature]  
By JOHN RAMSAY - 05-27-15 /Date  
Its PRESIDENT

State of Alabama)

County of Mobile (~~Baldwin~~)

I, Kelley C James, Notary Public in and for said County and State, hereby certify that John Ramsay as President of Crowdergulf LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said contract.

GIVEN under my hand and seal on this the 27 day of May, 2015.

[Signature]  
Notary Public,  
My Commission Expires

Kelley James  
Notary Public, Alabama State At Large  
My Commission Expires May 08, 2016